

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2 DEKKER/PERICH/SABATINI, LTD.,
3 NEVADA BY DESIGN, LLC d/b/a
4 NEVADA BY DESIGN, MELROY
5 ENGINEERING, INC. d/b/a MSA
6 ENGINEERING CONSULTANTS, JW
7 ZUNINO & ASSOCIATES, LLC, and
8 NINYO & MOORE,
9 GEOTECHNICAL CONSULTANTS,

10 Petitioners,

11 vs.

12 THE EIGHTH JUDICIAL DISTRICT
13 COURT OF THE STATE OF
14 NEVADA, IN AND FOR THE
15 COUNTY OF CLARK; AND THE
16 HONORABLE TREVOR ATKIN,

17 Respondents, and

18 CITY OF NORTH LAS VEGAS,

19 Real Party in Interest.

Case No.: 81459

Lower Court Case No. A-19-798346
C

Electronically Filed
Aug 05 2020 04:21 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

20 **RICHARDSON CONSTRUCTION, INC. AND THE GUARANTEE**
21 **COMPANY OF NORTH AMERICA USA'S MOTION TO JOIN JOINT**
22 **PETITION FOR WRIT OF MANDAMUS OR, ALTERNATIVELY,**
23 **PROHIBITION**

24 RICHARDSON CONSTRUCTION, INC. and THE GUARANTEE
25 COMPANY OF NORTH AMERICA USA (hereinafter "Richardson Parties"), are
26 Co-Defendants with Joint Petition in the action pending in the Eighth Judicial
27 District Court. The Richardson Parties first appeared in the district court action on
28 September 4, 2019, by way of a Motion to Dismiss.¹ The Motion was based on the
 expiration of the statute of repose. However, before the Richardson Defendants'
 Motion to Dismiss could come up for hearing, Joint Petitioner, NEVADA BY
 DESIGN, LLC d/b/a NEVADA BY DESIGN ENGINEERING CONSULTANTS'

¹ See Defendants Richardson Construction, Inc. and The Guarantee Company of North America USA's Motion to Dismiss, filed September 4, 2019, a true and correct copy attached hereto as Exhibit "A".)

1 (hereinafter “NBD”) Motion to Dismiss, which also in part sought dismissal on
2 statute of repose grounds, came up for hearing in the district court. The Richardson
3 Parties joined said Motion.² As the NBD hearing addresses the statute of repose,
4 and retroactive application thereof, Richardson Defendants’ Motion to Dismiss
5 was deemed moot. The instant Joint Petition followed.

6 NRAP 27 provides this Court authority to hear Motions. NRAP(a)(1)
7 provides that “[a]n application for an order or other relief is made by motion unless
8 these Rules prescribe another form.” The Richardson Defendants are unaware of
9 an available form allowing the Richardson Defendants to join in the Joint Petition,
10 in regards to arguments surrounding NRS 11.202, and provide Richardson
11 Defendants a chance to participate in any further briefing on the Writ of
12 Mandamus, or in the Alternative Prohibition, that this Court will entertain. As
13 such, the Richardson Defendants respectfully bring this Motion, seeking to join the
14 Writ of Mandamus, or in the Alternative Prohibition in regards to all arguments
15 made surrounding NRS 11.202 and its improper retroactive application, and to be
16 included in any further briefing on this issue as this Court chooses to entertain. The
17 Richardson Defendants are not design professionals, and take no position on the
18 proper application of NRS 11.258.

19 Allowing the Richardson Defendants to join the pending Writ is in the
20 interests of judicial economy. Any directives issued by this Court will have a direct
21 impact on the Richardson Defendants. If this Court determines NRS 11.202 was
22 incorrectly applied, and that Real Party in Interest, CITY OF NORTH LAS
23 VEGAS’ (hereinafter “CNLV”), action is stale, the action also could not be
24 maintained against the Richardson Defendants. The converse is also true. A

25
26 ² See Defendants Richardson Construction, Inc. and The Guarantee Company of
27 North America USA’s Joinder to Nevada By Design, LLC d/b/a Nevada By
28 Design Engineering Consultants’ Motion to Dismiss, or in the Alternative, Motion
for Summary Judgment, filed September 30, 2019, a true and correct copy attached
hereto as Exhibit “B”.

1 decision on the Writ will greatly impact the Richardson Defendants rights, thus,
2 the Richardson Defendants should be given the opportunity to be heard on the
3 issue.³

4 By way of the instant Motion, the Richardson Defendants seek to join in all
5 law and arguments presented in the Writ in regards to NRS 11.202, the
6 constitutional issues surrounding how NRS 11.202 was applied in this instance,
7 and the CNLV's untimely complaint as though fully set forth herein. The
8 Richardson Defendants rights and responsibilities will be impacted by the decision
9 on the pending Writ. If and when this Court so orders additional briefing, the
10 Richardson Defendants respectfully request to be included in such order, and be
11 allowed to respond to any answer provided by the CNLV.

12 DATED 5th day of August, 2020.

13
14 **PARKER NELSON & ASSOCIATES, CHTD.**

15
16 
THEODORE PARKER, ESQ.

Nevada Bar No. 4716

17 **JENNIFER A. DELCARMEN, ESQ.**

Nevada Bar No. 12727

18 2460 Professional Court, Suite 200

19 Las Vegas, Nevada 89128

20 *Attorney for Richardson Construction, Inc. and*
21 *The Guarantee Company of North America USA*
22
23
24

25
26 ³ While not a party to the original Writ, the Richardson Defendants do not see how
27 a decision from this Court, in regards to NRS 11.202, could be limited to certain
28 parties in the lower Court. However, to the extent this Court disagrees, the
Richardson Defendants also bring the instant Motion to seek to have a decision on
the Writ apply equally to the Richardson Defendants.

NRAP 26.1 DISCLOSURE

RICHARDSON CONSTRUCTION, INC., by and through its counsel of record, Parker, Nelson & Associates, Chtd., hereby certifies that it is no longer operating. RICHARDSON CONSTRUCTION, INC. is not publicly traded, nor is ten percent of it or more owned by a publicly traded company.

THE GUARANTEE COMPANY OF NORTH AMERICA USA was acquired by Intact Financial Corporation and is a wholly owned by Intact Financial Corporation, which is a publicly traded corporation.

Both RICHARDSON CONSTRUCTION, INC. and THE GUARANTEE COMPANY OF NORTH AMERICA USA are represented in the district court and in this court by the law firm Parker, Nelson & Associates.

DATED 5th day of August, 2020.

PARKER NELSON & ASSOCIATES, CHTD.


THEODORE PARKER, ESQ.

Nevada Bar No. 4716

JENNIFER A. DELCARMEN, ESQ.

Nevada Bar No. 12727

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Las Vegas, Nevada 89128

*Attorney for Richardson Construction, Inc. and
The Guarantee Company of North America USA*

CERTIFICATE OF SERVICE


Pursuant to NRAP 25, I hereby certify that on this 5th day of August, 2020, the foregoing RICHARDSON CONSTRUCTION, INC. AND THE GUARANTEE COMPANY OF NORTH AMERICA USA'S MOTION TO JOIN JOINT PETITION FOR WRIT OF MANDAMUS OR, ALTERNATIVELY, PROHIBITION, were e-submitted to the Clerk of the Supreme Court of the State of Nevada and services were executed to the addresses shown below in the manner indicated:

 X By E-mail: by electronic mail delivering the document(s) listed above to the e-mail address(es) set forth below on this date before 5:00 p.m.

<p>Aleem A. Dhalla, Esq. SNELL & WILMER L.L.P. 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 adhalla@swlaw.com Attorney for Real Party in Interest CITY OF NORTH LAS VEGAS</p>	<p>John T. Wendland, Esq. Jeremy R. Kilber, Esq. Anthony D. Plat, Esq. WEIL & DRAGE, APC 861 Coronado Center Drive, Suite 231 Henderson, NV 89052 jwendland@weildrage.com jkilber@weildrage.com aplatt@weildrage.com Attorneys for Defendant, DEKKER/PERICH/SABATINI, LTD.</p>
<p><i>VIA E-MAIL ONLY:</i> The Honorable Judge Trevor AtkinEighth Judicial District Court, Department No. 8Phoenix BuildingCourtroom 11th Floor 110330 S. 3rd StreetLas Vegas, NV 89101dept08lc@clarkcountycourts.usTrial Court Judge</p>	

/s/Jeanne L. Calix
An employee of Parker, Nelson & Associates Chtd.

EXHIBIT “A”



1 **MDSM**
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10 *Attorneys for Defendants,*
11 *Richardson Construction, Inc. and*
12 *The Guarantee Company of North America USA*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 CITY OF NORTH LAS VEGAS,
16
17 Plaintiff,

18 v.

19 DEKKER/PERICH/SABATINI LTD.;
20 RICHARDSON CONSTRUCTION, INC.;
21 NEVADA BY DESIGN, LLC D/B/A
22 NEVADA BY DESIGN ENGINEERING
23 CONSULTANTS; JW ZUNINO &
24 ASSOCIATES, LLC; MELROY
ENGINEERING, INC. D/B/A MSA
ENGINEERING CONSULTANTS;
O'CONNOR CONSTRUCTION
MANAGEMENT INC.; NINYO & MOORE,
GEOTECHNICAL CONSULTANTS;
JACKSON FAMILY PARTNERSHIP LLC
D/B/A STARGATE PLUMBING; AVERY
ATLANTIC, LLC; BIG C LLC; RON
HANLON MASONRY, LLC; THE
GUARANTEE COMPANY OF NORTH
AMERICA USA; P & W BONDS, LLC;
PAFFENBARGER & WALDEN, LLC;
DOES I through X, inclusive; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

CASE NO.: A-19-798346-C
DEPT. NO.: VIII

**DEFENDANTS RICHARDSON
CONSTRUCTION, INC. AND THE
GUARANTEE COMPANY OF NORTH
AMERICA USA'S MOTION TO
DISMISS**

(HEARING REQUESTED)

COME NOW, Defendants RICHARDSON CONSTRUCTION, INC. and THE
GUARANTEE COMPANY OF NORTH AMERICA USA (hereinafter "Defendants"), by and
through their attorney of record, THEODORE PARKER, III, ESQ. of the law firm of PARKER,
NELSON & ASSOCIATES, CHTD., and hereby move this Court pursuant to NRCP 12(b)(5) to

1 dismiss Plaintiff's Complaint for failing to state a claim upon which relief can be granted.

2 This Motion is made and based upon the pleadings and papers on file herein, the points and
3 authorities included herewith, and such oral argument as the Court may entertain at the time of the
4 hearing of this matter.

5 DATED this 4th day of September, 2019.

6 **PARKER, NELSON & ASSOCIATES, CHTD.**

7 /s/ Theodore Parker III

8 THEODORE PARKER, III, ESQ.

9 Nevada Bar No. 4716

2460 Professional Court, Suite 200

Las Vegas, Nevada 89128

11 *Attorneys for Defendants,*

Richardson Construction, Inc. and

The Guarantee Company of North America USA

12
13 **MEMORANDUM OF POINTS AND AUTHORITIES**

14 **I.**

15 **STATEMENT OF FACTS**

16 Plaintiff's Complaint identifies Richardson Construction, Inc. as a Nevada corporation
17 conducting business in Clark County, Nevada.¹ Plaintiff also identifies that on January 16, 2008,
18 the City of North Las Vegas entered into a construction contract with Richardson Construction.²
19 Plaintiff also alleges that Richardson Construction provided three (3) bonds for the full value of the
20 construction contract issued by The Guarantee Company and P & W Bonds, LLC.³ The bonds
21 included a performance bond, a labor and material bond, and a guarantee bond.⁴

22 On or about March 5, 2008, the City issued its notice to proceed. A certificate of occupancy
23

24 _____
25 ¹ See Complaint at pp. 2 ¶3.

26 ² *Id.* at pp. 5 ¶38.

27 ³ *Id.* at pp. 6 ¶41.

28 ⁴ *Id.* at pp. 6 ¶42.

1 was issued on the project on February 25, 2009.⁵ The notice of completion was recorded on July 13,
2 2009.⁶

3 NRCP 12(b)(5) provides:

4 (b) Every defense to a claim for relief in any pleading must be
5 asserted in the responsive pleading if one is required. But a party may
assert the following defenses by motion:

6 ...

7 (5) failure to state a claim upon which relief can be granted;

8 Plaintiff has brought the following claims for relief against these Defendants: (1) Breach of
9 Contract (The Design Agreement); (2) Breach of Contract (The Construction Contract); (3) Breach
10 of the Covenant of Good Faith and Fair Dealing; (4) Negligence; (5) Breach of Implied Warranty;
11 (6) Claim on Performance Bond; (7) Claim on Payment Bond; and (8) Claim on Guarantee Bond.
12 The statute of limitations has run on each of the above-referenced claims for relief. NRS 11.190
13 provides the periods of limitations applicable to the Plaintiff's claims for relief. Plaintiff's claims
14 for relief for Breach of Contract and Breach of the Covenant of Good Faith and Fair Dealing, as well
15 as the Bond claims are all governed by NRS 11.190(1) which is for six (6) years. Plaintiff's claim
16 for Negligence is governed by NRS 11.190(3)(c), which allows for three (3) years within which time
17 the action should be brought.

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27 ⁵ *Id.* at pp. 6 ¶43 and ¶44.

28 ⁶ *Id.* at pp. 6 ¶45.

Given the allegations contained in Plaintiff's Complaint, Plaintiff's claims for relief are all barred by the above-referenced periods of limitation under NRS 11.190. As a result, Plaintiff does not present a claim upon which relief can be granted against these Defendants. Therefore, Defendants request that Plaintiff's Complaint be dismissed in its entirety.

DATED this 4th day of September, 2019.

Respectfully submitted,

PARKER, NELSON & ASSOCIATES, CHTD.

/s/ Theodore Parker III

THEODORE PARKER, III, ESQ.

Nevada Bar No. 4716

2460 Professional Court, Suite 200

Las Vegas, Nevada 89128

Attorneys for Defendants,

Richardson Construction, Inc. and

The Guarantee Company of North America USA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of the Law Offices of PARKER, NELSON & ASSOCIATES, CHTD., and that on this 4th day of September, 2019 and pursuant to NRCP 5(b), I served a true and correct copy of the foregoing **DEFENDANTS RICHARDSON CONSTRUCTION, INC. AND THE GUARANTEE COMPANY OF NORTH AMERICA USA'S MOTION TO DISMISS** on the party(s) set forth below by:

- ☐ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Las Vegas, NV, postage prepaid, following ordinary business practices.
- ☐ Facsimile transmission, pursuant to the amendment to the Eighth Judicial District Court Rule 7.26, by faxing a true and correct copy of the same to each party addressed as follows:
- ☐ By E-mail: by electronic mail delivering the document(s) listed above to the e-mail address(es) set forth below on this date before 5:00 p.m.
- ☒ By EFC: by electronic filing and service with the Court delivering the document(s) listed above via E-file & E-serve (Odyssey) filing system.

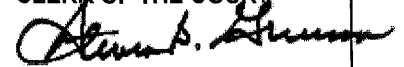
Party	Attorney	E-Mail
Plaintiff	Justin L. Carley, Esq. Aleem A. Dhalla, Esq. SNELL & WILMER L.L.P. 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 (702) 784-5200 Fax: (702) 784-5252	jcarley@swlaw.com adhalla@swlaw.com
Defendant, Jackson Family Partnership LLC d/b/a Stargate Plumbing	Richard L. Peel, Esq. Ronald J. Cox, Esq. PEEL BRIMLEY LLP 3333 E. Serene Avenue, Suite 200 Henderson, NV 89074-6571 (702) 990-7272 Fax: (702) 990-7273	rpeel@peelbrimley.com rcox@peelbrimley.com
Defendant, Nevada by Design, LLC d/b/a Nevada by Design Engineering Consultants	John T. Wendland, Esq. Anthony D. Platt, Esq. WEIL & DRAGE, APC 2500 Anthem Village Drive Henderson, NV 89052 (702) 314-1905 Fax: (702) 314-1909	jwendland@weildrage.com aplatt@weildrage.com

Party	Attorney	E-Mail
Defendant, Dekker/Perich/Sabatini, Ltd.	John T. Wendland, Esq. Jeremy R. Kilber, Esq. WEIL & DRAGE, APC 2500 Anthem Village Drive Henderson, NV 89052 (702) 314-1905 Fax: (702) 314-1909	jwendland@weildrage.com jkilber@weildrage.com
Defendant, Melroy Engineering, Inc. d/b/a MSA Engineering Consultants	Jeremy R. Kilber, Esq. WEIL & DRAGE, APC 2500 Anthem Village Drive Henderson, NV 89052 (702) 314-1905 Fax: (702) 314-1909	jkilber@weildrage.com
Defendants, P & W Bonds, LLC and Paffenbarger & Walden, LLC	Charles W. Bennion, Esq. ELLSWORTH & BENNION, CHTD. 777 N. Rainbow Blvd., Suite 270 Las Vegas, NV 89107 (702) 658-6100 Fax: (702) 658-2502 Patrick F. Welch, Esq. JENNINGS STROUSS & SALMON, PLC One East Washington Street, Suite 1900 Phoenix, AZ 85004-2554 (602) 262-5847 Fax: (602) 495-2781	charles@silverstatelaw.com pwelch@jsslaw.com

/s/ Eloisa Nuñez

An employee of PARKER, NELSON & ASSOCIATES CHTD.

EXHIBIT “B”



1 **JOIN**
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10 *Attorneys for Defendants,*
11 *Richardson Construction, Inc. and*
12 *The Guarantee Company of North America USA*

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 **CITY OF NORTH LAS VEGAS,**
16
17 **Plaintiff,**

18 **v.**

19 **DEKKER/PERICH/SABATINI LTD.;**
20 **RICHARDSON CONSTRUCTION, INC.;**
21 **NEVADA BY DESIGN, LLC D/B/A**
22 **NEVADA BY DESIGN ENGINEERING**
23 **CONSULTANTS; JW ZUNINO &**
24 **ASSOCIATES, LLC; MELROY**
25 **ENGINEERING, INC. D/B/A MSA**
26 **ENGINEERING CONSULTANTS;**
27 **O'CONNOR CONSTRUCTION**
28 **MANAGEMENT INC.; NINYO & MOORE,**
GEOTECHNICAL CONSULTANTS;
JACKSON FAMILY PARTNERSHIP LLC
D/B/A STARGATE PLUMBING; AVERY
ATLANTIC, LLC; BIG C LLC; RON
HANLON MASONRY, LLC; THE
GUARANTEE COMPANY OF NORTH
AMERICA USA; P & W BONDS, LLC;
PAFFENBARGER & WALDEN, LLC;
DOES I through X, inclusive; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

CASE NO.: A-19-798346-C
DEPT. NO.: VIII

DEFENDANTS RICHARDSON
CONSTRUCTION, INC. AND THE
GUARANTEE COMPANY OF NORTH
AMERICA USA'S JOINDER TO
NEVADA BY DESIGN, LLC D/B/A
NEVADA BY DESIGN ENGINEERING
CONSULTANTS' MOTION TO DISMISS
OR, IN THE ALTERNATIVE, MOTION
FOR SUMMARY JUDGMENT

COME NOW, Defendants, RICHARDSON CONSTRUCTION, INC. and THE
GUARANTEE COMPANY OF NORTH AMERICA USA (hereinafter collectively referred to as
"Defendants"), by and through their attorney of record, THEODORE PARKER, III, ESQ. of the law
firm of PARKER, NELSON & ASSOCIATES, CHTD., and hereby join in Defendant, NEVADA

1 BY DESIGN, LLC d/b/a NEVADA BY DESIGN ENGINEERING CONSULTANTS' (hereinafter
2 "NBD") Motion to Dismiss or, in the Alternative, Motion for Summary Judgment, electronically
3 filed on August 5, 2019.

4 **MEMORANDUM OF POINTS AND AUTHORITIES**

5 Defendants state that the claims raised by Plaintiff, CITY OF NORTH LAS VEGAS,
6 (hereinafter "Plaintiff") are time barred pursuant to N.R.S. 11.202. Accordingly, any dismissal of
7 the claims and Complaint against NBD would also apply to Defendants, as Plaintiff's claims and
8 Complaint against Defendants are also time barred under the six (6) year statute of repose in N.R.S.
9 11.202 for the reasons stated in NBD's Motion(s). Defendants hereby incorporate by reference as
10 though fully stated herein all factual allegations, law, and arguments raised in their Motion to
11 Dismiss electronically filed on September 4, 2019, as though fully stated therein.

12 DATED this 30th day of September, 2019.

13 **PARKER, NELSON & ASSOCIATES, CHTD.**

14
15 /s/ Theodore Parker III
16 THEODORE PARKER, III, ESQ.
17 Nevada Bar No. 4716
18 2460 Professional Court, Suite 200
19 Las Vegas, Nevada 89128

20
21 *Attorneys for Defendants,*
22 *Richardson Construction, Inc. and*
23 *The Guarantee Company of North America USA*
24
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of the Law Offices of PARKER, NELSON & ASSOCIATES, CHTD., and that on this 30th day of September, 2019 and pursuant to NRCP 5(b), I served a true and correct copy of the foregoing **DEFENDANTS RICHARDSON CONSTRUCTION, INC. AND THE GUARANTEE COMPANY OF NORTH AMERICA USA'S JOINDER TO NEVADA BY DESIGN, LLC D/B/A NEVADA BY DESIGN ENGINEERING CONSULTANTS' MOTION TO DISMISS OR, IN THE ALTERNATIVE, MOTION FOR SUMMARY JUDGMENT** on the party(s) set forth below by:

- ☐ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Las Vegas, NV, postage prepaid, following ordinary business practices.
- ☐ Facsimile transmission, pursuant to the amendment to the Eighth Judicial District Court Rule 7.26, by faxing a true and correct copy of the same to each party addressed as follows:
- ☐ By E-mail: by electronic mail delivering the document(s) listed above to the e-mail address(es) set forth below on this date before 5:00 p.m.
- ☒ By EFC: by electronic filing and service with the Court delivering the document(s) listed above via E-file & E-serve (Odyssey) filing system.

Party	Attorney	E-Mail
Plaintiff	Justin L. Carley, Esq. Aleem A. Dhalla, Esq. SNELL & WILMER L.L.P. 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 (702) 784-5200 Fax: (702) 784-5252	jcarley@swlaw.com adhalla@swlaw.com
Defendant, Jackson Family Partnership LLC d/b/a Stargate Plumbing	Richard L. Peel, Esq. Ronald J. Cox, Esq. PEEL BRIMLEY LLP 3333 E. Serene Avenue, Suite 200 Henderson, NV 89074-6571 (702) 990-7272 Fax: (702) 990-7273	rpeel@peelbrimley.com rcox@peelbrimley.com
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Defendant, Nevada by Design, LLC d/b/a Nevada by Design Engineering Consultants	John T. Wendland, Esq. Anthony D. Platt, Esq. WEIL & DRAGE, APC 2500 Anthem Village Drive Henderson, NV 89052 (702) 314-1905 Fax: (702) 314-1909	jwendland@weildrage.com aplatt@weildrage.com
Defendant, Dekker/Perich/Sabatini, Ltd.	John T. Wendland, Esq. Jeremy R. Kilber, Esq. WEIL & DRAGE, APC 2500 Anthem Village Drive Henderson, NV 89052 (702) 314-1905 Fax: (702) 314-1909	jwendland@weildrage.com jkilber@weildrage.com
Defendant, Melroy Engineering, Inc. d/b/a MSA Engineering Consultants	Jeremy R. Kilber, Esq. WEIL & DRAGE, APC 2500 Anthem Village Drive Henderson, NV 89052 (702) 314-1905 Fax: (702) 314-1909	jkilber@weildrage.com
Defendant, Ninyo & Moore, Geotechnical Consultants	Jorge A. Ramirez, Esq. Jonathan C. Pattillo, Esq. WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP 300 S. Fourth Street, 11th Floor Las Vegas, NV 89101-6014 (702) 727-1400 Fax: (702) 727-1401	Jorge.Ramirez@wilsonelser.com Jonathan.Pattillo@wilsonelser.com
Defendants, P & W Bonds, LLC and Paffenbarger & Walden, LLC	Charles W. Bennion, Esq. ELLSWORTH & BENNION, CHTD. 777 N. Rainbow Blvd., Suite 270 Las Vegas, NV 89107 (702) 658-6100 Fax: (702) 658-2502	charles@silverstatelaw.com

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Party	Attorney	E-Mail
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/s/ Eloisa Nuñez
An employee of PARKER, NELSON & ASSOCIATES CHTD.