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*Attorneys for Plaintiff Horizon Holdings 2900, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

HORIZON HOLDINGS 2900, LLC, a Nevada  
Limited Liability Company,

Plaintiff,

vs.

SHEA AT HORIZON RIDGE OWNERS  
ASSOCIATION, a Domestic Non-Profit  
Corporation; TAYLOR MANAGEMENT  
ASSOCIATION, a Nevada Limited Liability  
Company,

Defendants.

Case No.: A-17-758435-C  
Dept. No.: XXII

**NOTICE OF APPEAL**

Electronically Filed  
Dec 02 2020 02:50 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

1 Notice is hereby given that Horizon Holdings 2900, LLC ("Horizon") appeals to the  
2 Supreme Court of Nevada from the Order Re Defendant Shea At Horizon Ridge Owners  
3 Association's Motion For Attorney's Fees, Costs And Interest entered on November 19,  
4 2020. A true and correct copy is attached as Exhibit 1.

5 Dated this 24th day of November, 2020.

6  
7 McDONALD CARANO LLP

8 /s/ Pat Lundvall

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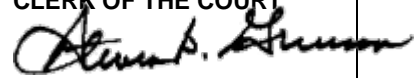
**CERTIFICATE OF SERVICE**

I certify that on this 24th day of November, 2020, I caused a true and correct copy of the **NOTICE OF APPEAL** to be electronically filed and served to all parties of record via this Court's electronic filing system to all parties listed on the e-service master list:

/s/ Beau Nelson  
An employee of McDonald Carano LLP

# **EXHIBIT 1**





1 **NEOJ**  
2 ROBERT E. SCHUMACHER  
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13 *Attorneys for Defendants*  
14 *Shea at Horizon Ridge Owners Association and Taylor Association Management*

15 **EIGHTH JUDICIAL DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 HORIZON HOLDINGS 2900, LLC, a Nevada ) CASE NO. A-17-758435-C  
18 limited liability company; ) DEPT. NO.: XXII

19 Plaintiff, )

20 vs. )

21 SHEA AT HORIZON RIDGE OWNERS )  
22 ASSOCIATION, a Domestic Non-Profit )  
23 Corporation, TAYLOR MANAGEMENT )  
24 ASSOCIATION, a Nevada Limited-Liability )  
25 Company; )

26 Defendants. )

27 **NOTICE OF ENTRY OF ORDER RE**  
28 **DEFENDANT SHEA AT HORIZON**  
**RIDGE OWNERS ASSOCIATION'S**  
**MOTION FOR ATTORNEY'S FEES,**  
**COSTS AND INTEREST**

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**NOTICE OF ENTRY OF ORDER RE DEFENDANT SHEA AT HORIZON RIDGE  
OWNERS ASSOCIATION'S MOTION FOR ATTORNEY'S FEES, COSTS AND  
INTEREST**

PLEASE TAKE NOTICE that on November 19, 2020 an **ORDER RE DEFENDANT  
SHEA AT HORIZON RIDGE OWNERS ASSOCIATION'S MOTION FOR  
ATTORNEY'S FEES, COSTS AND INTEREST** was entered in the above-entitled matter, a  
copy of which is attached hereto as **Exhibit "1."**

DATED this 19<sup>th</sup> day of November 2020.

**GORDON REES SCULLY  
MANSUKHANI LLP**

*/s/ Robert E. Schumacher*

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Nevada Bar No. 7504

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Las Vegas, NV 89101

*Attorneys for Defendants,*

*Shea at Horizon Ridge Owners*

*Association and Taylor Management*

*Association*

Gordon Rees Scully Mansukhani, LLP  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 19<sup>th</sup> day of November 2020, I served a true and correct copy of **NOTICE OF ENTRY OF ORDER RE DEFENDANT SHEA AT HORIZON RIDGE OWNERS ASSOCIATION'S MOTION FOR ATTORNEY'S FEES, COSTS AND INTEREST** via the Court's Electronic Filing/Service system upon all parties on the E-Service Master List as follows:

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*Attorneys for Plaintiff*  
*Horizon Holdings 2900, LLC*

/s/ Andrea Montero  
An employee of Gordon Rees Scully  
Mansukhani LLP

**EXHIBIT 1**

**EXHIBIT 1**

1 **ORDR**

2 **DISTRICT COURT**

3 **CLARK COUNTY, NEVADA**

4  
5 **HORIZON HOLDINGS 2900, LLC, a**  
6 **Nevada limited liability company,**

7 **Plaintiff,**

8 **Vs.**

9 **SHEA AT HORIZON RIDGE OWNERS**  
10 **ASSOCIATION, a Domestic Non-Profit**  
11 **Corporation; TAYLOR MANAGEMENT**  
12 **ASSOCIATION, a Nevada Limited-**  
13 **Liability Company,**

14 **Defendants.**

**Case No. A-17-758435-C**  
**Dept. No. XXII**

15 **ORDER RE: DEFENDANT SHEA AT HORIZON RIDGE OWNERS ASSOCIATION'S**  
16 **MOTION FOR ATTORNEY'S FEES, COSTS AND INTEREST**

17 This matter concerning Defendant SHEA AT HORIZON RIDGE OWNERS'  
18 ASSOCIATION'S Motion for Attorney's Fees, Costs and Interest filed June 12, 2020 came on for  
19 hearing on the 11<sup>th</sup> day of August 2020 at 8:30 a.m. before Department XXII of the Eighth Judicial  
20 District Court, in and for Clark County, Nevada, with JUDGE SUSAN JOHNSON presiding;  
21 Plaintiff HORIZON HOLDINGS 2900, LLC appeared by and through its attorneys, ERIC B.  
22 ZIMBELMAN, ESQ. of the law firm, PEEL BRIMLEY, and MATTHEW D. EKINS, ESQ. and  
23 NATHAN E. LAWRENCE, ESQ. of the law firm, GALLIAN WELKER & BECKSTROM; and  
24 Defendant SHEA AT HORIZON RIDGE OWNERS' ASSOCIATION appeared by and through its  
25 attorney, BRIAN K. WALTERS, ESQ. of the law firm, GORDON REES SCULLY  
26 MANSUKHANI. Having reviewed the papers and pleadings on file herein, heard oral  
27 ...  
28

SUSAN H. JOHNSON  
DISTRICT JUDGE  
DEPARTMENT XXII

arguments of the attorneys and taken this matter under advisement, this Court makes the following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT AND PROCEDURAL HISTORY**

1. As set forth within its Second Amended Complaint filed November 28, 2018,<sup>1</sup> Plaintiff HORIZON HOLDINGS 2900, LLC sued Defendants SHEA AT HORIZON RIDGE OWNERS' ASSOCIATION (also referred to herein as the "ASSOCIATION") and its property manager, TAYLOR ASSOCIATION MANAGEMENT (also referred to herein as "TAM"), as a result of problems it has experienced with the heating, ventilation and air conditioning (also referred to as "HVAC") system located within its office unit in the common-interest community since Plaintiff assumed ownership thereof in early 2015. Plaintiff's causes of action lodged against these Defendants included: (1) breach of contract (against the ASSOCIATION only), (2) breach of good faith and fair dealing (against the ASSOCIATION only), (3) declaratory relief (against the ASSOCIATION only), (4) negligence (against both Defendants) and (5) negligent undertaking (against TAM only).

2. On August 16, 2019, the ASSOCIATION and TAM served their Offer of Judgment upon HORIZON HOLDINGS 2900, LLC, offering to allow judgment to be taken in favor of Plaintiff as against Defendants "in the total amount of FORTY THOUSAND DOLLARS (\$40,000.00) inclusive of costs and attorney's fees incurred to date, in accordance with Rule 68 of the Nevada Rules of Civil Procedure."<sup>2</sup> Plaintiff did not accept that Offer within the time frame set forth by NRCP 68.

3. On November 12, 2019, TAM and the ASSOCIATION filed their Motion for Summary Judgment seeking dismissal of the Second Amended Complaint in its entirety based upon

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<sup>1</sup>This case was originally instituted against, *inter alia*, the ASSOCIATION and TAM on July 14, 2017.

<sup>2</sup>See Exhibit C, Offer of Judgment, submitted in support of Defendant's Motion for Attorney's Fees, Costs and Interest filed June 12, 2020.

1 their affirmative defenses asserting HORIZON HOLDINGS 2900, LLC failed to mitigate its  
2 damages. Separately, these Defendants sought summary judgment with respect to the negligence  
3 and negligent undertaking claims contained in the Fourth and Fifth Claims for Relief upon the bases  
4 (1) Plaintiff's claims are precluded by the economic loss doctrine, (2) TAM owed no independent  
5 duty of care to HORIZON HOLDINGS 2900, LLC and (3) TAM did not render any services to  
6 HORIZON HOLDINGS 2900, LLC.

7  
8 **4.** On January 21, 2020, this Court heard Defendants' Motion for Summary Judgment.  
9 At that hearing, HORIZON HOLDINGS 2900, LLC conceded the Fourth and Fifth Causes of Action  
10 in favor of both the ASSOCIATION and TAM. Given the points and authorities set forth within  
11 Defendants' motion as well as Plaintiff's concession, this Court granted Defendants' motion as it  
12 sought judgment in their favor concerning the claims for negligence and negligent undertaking. It  
13 denied Defendants' motion as it addressed Plaintiff's failure to mitigate its damages. While this  
14 Court's decision did not wholly resolve all of Plaintiff's causes of action by summary judgment, it  
15 did determine there was no remaining claim against the ASSOCIATION'S property manager, TAM.  
16 The Order, granting in part, denying in part, Defendants' Motion for Summary Judgment, was filed  
17 February 4, 2020; the Notice of Entry of Order was filed the same day.

18  
19 **5.** Thereafter, the first three causes of action lodged by HORIZON HOLDINGS 2900,  
20 LLC against the ASSOCIATION were tried before the Court for eight (8) days from February 3 to  
21 12, 2020. On May 26, 2020, this Court issued its 33-page Findings of Fact, Conclusions of Law  
22 and Judgment, finding in favor of the ASSOCIATION as against HORIZON HOLDINGS 2900,  
23 LLC.

24  
25 **6.** The ASSOCIATION now moves for reimbursement of its attorneys' fees, costs and  
26 interest incurred in the defense of this matter upon the basis the Declaration of Commercial Office  
27 Subdivision Covenants, Conditions & Restrictions and Reservations of Easements (hereinafter  
28

1 referred to as “CC&Rs”) recorded against the commercial subdivision on May 27, 2005, Section  
2 16.4(b), provide any judgment rendered in any action or proceeding to decide material breach of any  
3 CC&Rs’ provisions shall include attorneys’ fees in such amount as the court may deem reasonable  
4 in favor of the prevailing party.<sup>3</sup> In this case, the ASSOCIATION was the prevailing party.  
5 Notwithstanding such provision, the ASSOCIATION argues it prevailed with respect to its  
6 \$40,000.00 Offer of Judgment served August 16, 2019, and therefore, it is entitled to reimbursement  
7 of its attorneys’ fees and costs incurred from the time the Offer was made. Further, in addition to  
8 the attorneys’ fees, costs and interest it seeks on its own behalf, the ASSOCIATION moves this  
9 Court for reimbursement of attorneys’ fees, costs and interest it incurred in defending its property  
10 manager, TAM; the ASSOCIATION was contractually obligated to indemnify and/or defend TAM  
11 in the lawsuit filed by HORIZON HOLDINGS 2900, LLC. All in all, the ASSOCIATION seeks  
12 \$321,472.00<sup>4</sup> in attorney’s fees, \$42,143.78 in costs, and pre-judgment interest accruing on the costs.  
13

14  
15 **6.** HORIZON HOLDINGS 2900, LLC opposes the motion upon the bases (1) the  
16 ASSOCIATION did not incur the attorney’s fees; these charges were billed to another entity that is  
17 not a party to the action, (2) the ASSOCIATION’S Offer of Judgment is invalid as it “was nothing  
18 more than an unreasonable settlement offer masquerading as a Rule 68 Offer of Judgment because it  
19 required Plaintiff to enter into a settlement agreement of vague and indeterminate terms[,]” (3) to the  
20 extent this Court contemplates an award of attorney’s fees, it should deny all those attributable to  
21 TAM whose own motion for attorney’s fees was denied, (4) the ASSOCIATION offers no authority  
22 for the proposition it may seek an award of fees and costs for defending TAM pursuant to their  
23 indemnification contract, and (5) if this Court is inclined to consider the ASSOCIATION’S motion,  
24 fees should be denied or severely reduced because it failed to (i) apportion its fees between it and  
25

26  
27  
28 <sup>3</sup>See Exhibit A, CCRs, submitted in support of Defendant’s Motion for Attorney’s Fees, Costs and Interest.

<sup>4</sup>Of this amount, \$213,915.50 was incurred after the Offer of Judgment was made.



1 TAM, (ii) demonstrate which fees are applicable to claims on which the ASSOCIATION was the  
2 prevailing party and (iii) otherwise demonstrate the fees requested are reasonable.

### 3 CONCLUSIONS OF LAW

#### 4 Attorney's Fees

5 1. Generally speaking, the district court may not award attorney fees absent authority  
6 under a statute, rule, or contract. *See Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 132 P.3d  
7 1022, 1028 (2006), *citing State Department of Human Resources v. Fowler*, 109 Nev. 782, 784, 858  
8 P.2d 375, 376 (1993). In this case, HORIZON HOLDINGS 2900, LLC sued the ASSOCIATION,  
9 alleging, *inter alia*, breach of contract or the CC&Rs.<sup>5</sup> The ASSOCIATION now seeks  
10 reimbursement of attorney fees based upon the CC&Rs, particularly Section 16.4(b), as well as  
11 NRCP 68.  
12

13 2. Section 16.4 of the relevant CC&Rs provides in salient part:  
14

15 **Section 16.4 Enforcement.** Subject to Sections 16.15 and 16.16 below, this  
16 Declaration may be enforced by each and every Owner as follows:

17 . . .

18 (b) Material breach of any of the provisions contained in the Declaration  
19 and the continuation of any such breach may be enjoined, abated or remedied by  
20 appropriate legal or equitable proceedings instituted, in compliance with applicable  
21 Nevada law, by any Owner, including Declarant so long as Declarant owns a Unit by  
22 the Association, or by the successors-in-interest of the Association. *Any judgment  
23 rendered in any action or proceeding pursuant hereto shall include a sum for  
24 attorneys' fees in such amount as the court may deem reasonable, in favor of the  
25 prevailing party, as well as the amount of any delinquent payment, interest thereon,  
26 costs of collection and court costs.* Each Owner shall have a right of action against  
27 any other Owner for any unreasonable and continuing failure to comply with  
28 material and substantial provisions of this Declaration. (Emphasis added)

Here, both the unit owner, HORIZON HOLDINGS 2900, LLC, and the ASSOCIATION agreed, by  
virtue of the CC&Rs, material breach of any provision may be remedied by appropriate legal or

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<sup>5</sup>As set forth within the Findings of Fact, Conclusions of Law and Judgment filed May 26, 2020, pp. 25-26, this Court accepted the premise CC&Rs can impose contractual obligations upon both the association and unit owner.

1 equitable proceedings instituted by any owner. The CC&Rs clearly and unambiguously provided  
2 any judgment rendered in an action or proceeding brought pursuant to the CC&Rs' Section 16.4(b)  
3 *shall* include a sum for attorneys' fees in an amount the court may deem reasonable. Hence, not  
4 only does this Court have authority to award attorney's fees, the parties specifically agreed any  
5 judgment rendered *shall* or must include reasonable fees and costs.

6  
7 **3.** Generally speaking, in determining the reasonableness of attorney's fees sought, the  
8 Court must consider the factors set forth in the case, Brunzell v. Golden Gate National Bank, 85  
9 Nev. 345, 349, 455 P.2d 31, 33 (1969), which include:

10 (1) the qualities of the advocate; his ability, training, education, experience,  
11 professional standing and skill;

12 (2) the character of the work to be done: its difficulty, intricacy, importance, the  
13 time and skill required, the responsibility imposed and the prominence and character of the  
14 parties when they affect the importance of litigation;

15 (3) the work actually performed by the lawyer: the skill, time and attention given  
16 to the work; and

17 (4) the result: whether the attorney was successful and what benefits were  
18 derived.  
19

20  
21 **4.** With respect to the first factor, there is no question the qualities of the attorneys,  
22 GORDON REES SCULLY MANSUKHANI, and particularly, ROBERT E. SCHUMACHER, ESQ.  
23 and BRIAN K. WALTERS, ESQ., of whom this Court mostly dealt, are excellent. MR.  
24 SCHUMACHER is the managing partner of the law firm's Las Vegas office, and as set forth on  
25 page 15 of the Motion for Attorneys' Fees, he has over twenty-nine (29) years of legal experience.  
26 His co-counsel, MR. WALTERS, is Senior Counsel with the law firm and has over fourteen (14)  
27 years of legal experience. Both of these lawyers have significant experience dealing with  
28

1 constructional defect cases, which include those involving HVAC systems. They have appeared  
2 numerous times in unrelated matters before this Court since 2007 and have exhibited their  
3 professional standing, skill and experience on each occasion. This Court finds both these lawyers  
4 have the requisite ability, training, education, experience, professional standing and skill to defend  
5 this case, and thus, concludes the first Brunzell factor is met.

6  
7 5. The second factor to be considered is the character of the work to be done: its  
8 difficulty, intricacy, importance, the time and skill required, the responsibility imposed and the  
9 prominence and character of the parties when they affect the importance of litigation. Here, the  
10 ASSOCIATION'S legal work involved analysis of the CC&Rs as they applied to the parties' rights  
11 and responsibilities regarding the HVAC structure in question, the actual mechanism of the entire  
12 building's HVAC and the problems with the system including the causes. As a consequence, the  
13 legal work also encompassed the retention and use of mechanical and electrical engineering experts  
14 in the investigation as well as in the trial work. The parties engaged in extensive discovery as well  
15 as motion practice for about two and one-half years before the eight-day bench trial, which also  
16 involved significant preparation. In summary, the work was difficult, intricate and required the  
17 lawyers' substantial time and skill. In addition, the matter was hotly contested between the parties,  
18 affecting the importance of this litigation. In sum, this Court concludes the second Brunzell factor is  
19 met.  
20

21  
22 6. A review of the attorneys' itemized billing demonstrates the third Brunzell factor is  
23 also met. The work was performed by both lawyers and their paralegals where appropriate. The  
24 lawyers' billing rate of \$270.00 is not only reasonable, but low given the attorneys' experience and  
25 the prevailing charges of similar work within the Clark County community. The paralegal's hourly  
26 rate of \$125.00 is also reasonable in light of the prevailing charges within the greater Las Vegas  
27 valley. With the aforementioned said, this Court noted the billing also showed some double entries,  
28

1 duplicative work such as where two lawyers reviewed the same documents, entries that were so  
2 redacted one could not ascertain what legal work was performed, charges for work conducted on  
3 behalf of TAM, drafts of documents never filed, scan of paperwork for internal office record-  
4 keeping and extensive reporting to the insurance carrier for which, in this Court's view, Plaintiff  
5 should not be charged.

6  
7 7. The attorneys were successful in that they obtained a defensive judgment in favor of  
8 the ASSOCIATION. All in all, this Court concludes of the \$321,472.00 sought by the  
9 ASSOCIATION, \$234,470.00 was reasonably and necessarily charged. This Court, therefore,  
10 awards the ASSOCIATION \$234,470.00 in attorneys' fees as against HORIZON HOLDINGS 2900,  
11 LLC pursuant to the CC&Rs' Section 16.4(b).

12  
13 8. Notably, the ASSOCIATION proposed it should also be awarded attorneys' fees it  
14 incurred in defending its property manager, TAM, as such was agreed upon by them in their  
15 property management contract. This Court declines to do so for at least a couple of reasons. *First*,  
16 HORIZON HOLDINGS 2900, LLC is not a party to that property management contract and,  
17 presumably, had no notice of the "hold harmless" and "defend" provision. That is, while HORIZON  
18 HOLDINGS 2900, LLC was aware of CC&Rs' Section 16.4(b) and thus, the risk it would be  
19 assessed the ASSOCIATION'S attorneys' fees in the event it did not prevail in the litigation, it  
20 could not have contemplated it would also be responsible for the ASSOCIATION'S indemnifying  
21 the property manager for attorneys' fees. *Second*, Section 16.4(b) contemplates litigation in the  
22 event of a material breach of the CC&Rs; here, not only is TAM not a party to the CC&Rs, and thus,  
23 not entitled to its benefits such as for reimbursement of reasonable attorneys' fees and costs,<sup>6</sup> but  
24 also, it was not sued for breach of contract. The causes of action lodged against it were for  
25  
26

27  
28 <sup>6</sup>Likewise, if HORIZON HOLDINGS 2900, LLC had been the prevailing party as against TAM, it would not  
have been able to retrieve attorneys' fees against the property manager by virtue of the CC&Rs.

negligence. Accordingly, this Court declines to award the ASSOCIATION attorneys' fees it expended in defending TAM pursuant to the property management contract.

9. HORIZON HOLDINGS 2900, LLC argues it should not be assessed any attorneys' fees as another entity actually incurred the ASSOCIATION'S defense expenses. In this Court's view, it matters not that a liability insurance carrier assumed the ASSOCIATION'S defense. HORIZON HOLDINGS 2900, LLC is not entitled to the benefit of the ASSOCIATION'S forethought in paying premiums and acquiring liability insurance. If the ASSOCIATION had not done so, it necessarily would have incurred such attorneys' fees and litigation costs.

10. As it has determined the ASSOCIATION is the prevailing party and entitled to receive reimbursement of all reasonable attorneys' fees incurred in the defense of the matter by virtue of Section 16.4(b) of the CC&Rs, it is not necessary for this Court to analyze whether there is an entitlement to fees pursuant to NRCP 68 or from the time the Offer of Judgment was made in or about August 2019.

#### **Litigation Costs**

11. Notwithstanding Section 16.4(b) of the CC&Rs, NRS 18.020 sets forth costs must be allowed of course to the prevailing party against his adversary against whom judgment is rendered in an action where the plaintiff seeks to recover more than \$2,500.00. The determination of which expenses are allowed as costs is within the sound discretion of the trial court. Although this Court has wide discretion in awarding costs to prevailing parties, such is not without limits. See Cadle Company v. Woods & Erickson, 131 Nev. 114, 345 P.3d 1049 (2015). This discretion should be exercised sparingly when considering whether to allow expenses not specified by statute and precedent. See Bergmann v. Boyce, 109 Nev. 670, 679, 856 P.2d 560, 566 (1993).

...

...

12. NRS 18.005 defines the “costs” recoverable by the prevailing party. They include:

1. Clerk’s fees.
2. Reporters’ fees for depositions, including a reporter’s fee for one copy of each deposition.
3. Jurors’ fees and expenses, together with reasonable compensation of an officer appointed to act in accordance with NRS 16.120.
4. Fees for witnesses at trial, pretrial hearings and deposing witnesses, unless the court finds that the witness was called at the instance of the prevailing party without reason or necessity.
5. Reasonable fees of not more than five expert witnesses in an amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining that the circumstances surrounding the expert’s testimony were of such necessity as to require the larger fee.
6. Reasonable fees of necessary interpreters.
7. The fee of any sheriff or licensed process server for the delivery or service of any summons or subpoena used in the action, unless the court determines that the service was not necessary.
8. Compensation for the official reporter or reporter pro tempore.
9. Reasonable costs for any bond or undertaking required as part of the action.
10. Fees of a court bailiff or deputy marshal who was required to work overtime.
11. Reasonable costs for telecopies.
12. Reasonable costs for photocopies.
13. Reasonable costs for long distance telephone calls.
14. Reasonable costs for postage.
15. Reasonable costs for travel and lodging incurred taking depositions and conducting discovery.
16. Fees charged pursuant to NRS 19.0335.
17. Any other reasonable and necessary expense incurred in connection with the action, including reasonable and necessary expenses for computerized services for legal research.

13. NRS 18.110 sets forth the procedure by which the prevailing party seeks reimbursement of its taxable costs:

1. The party in whose favor judgment is rendered, and who claims costs, must file with the clerk, and serve a copy upon the adverse party, within 5 days after the entry of judgment, or such further time as the court or judge may grant, a memorandum of the items of the costs in the action or proceeding, which memorandum must be verified by the oath of the party, or the party’s attorney or agent, or by the clerk of the party’s attorney, stating that to the best of his or her knowledge and belief the items are correct, and that the costs have been necessarily incurred in the action or proceeding.

...

4. Within 3 days after service of a copy of the memorandum, the adverse party may move the court, upon 2 days’ notice, to retax and settle the costs, notice of which motion

shall be filed and served on the prevailing party claiming costs. Upon the hearing of the motion the court or judge shall settle the costs.

**14.** As noted above, the ASSOCIATION seeks reimbursement of \$42,143.78 in costs as set forth within its Memorandum of Costs and Disbursements filed June 1, 2020, which was the same day notice of entry of judgment was filed:

Court Fees	\$ 352.75
Court Reporter-Deposition Transcripts	4,373.22
Witness Fees	2,962.40
Expert Witness Fees	18,715.96
Process Server	422.50
Official Court Reporter/Recorder	9,096.71
Photocopies (Outside Printing/Copying)	2,457.04
Long Distance Telephone	10.65
Postage/Shipping	58.74
Mediation Service	<u>3,676.29</u>
<b>Total:</b>	<b><u>\$42,143.78</u></b>

HORIZON HOLDINGS 2900, LLC never challenged these costs by way of a motion to re-tax. *See* NRS 18.110(4). With that said, this Court declines the ASSOCIATION'S request for an award of mediation fees as such were spent in efforts to resolve the matter outside of the courthouse; they are not costs necessarily incurred in litigation. This Court therefore awards the ASSOCIATION \$38,467.49 in taxable costs.

Accordingly, based upon the foregoing Findings of Fact and Conclusions of Law,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** Defendant SHEA AT HORIZON RIDGE OWNERS' ASSOCIATION'S Motion for Attorney's Fees, Costs and Interest filed June 12, 2020 is granted in part, denied in part. Of the \$321,472.00 attorneys' fees sought, this Court concludes \$234,470.00 was reasonably and necessarily incurred, and thus, awards \$234,470.00 to Defendant SHEA AT HORIZON RIDGE OWNERS' ASSOCIATION as against HORIZON HOLDINGS 2900, LLC pursuant to Section 16.4(b) of the pertinent CC&Rs. This Court also awards the ASSOCIATION \$38,467.49 as reasonable, taxable costs.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** Defendant shall receive no award of pre-judgment interest; however, post-judgment interest shall accrue at the legal rate of interest as set forth in NRS 99.040 until the attorneys' fees and costs set forth above are paid or otherwise satisfied.

**Dated this 19th day of November, 2020**

Jessie Johnson

SUSAN H. JOHNSON, DISTRICT COURT JUDGE

75A D15 0F46 84DF  
Susan Johnson  
District Court Judge



1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Horizon Holdings 2900 LLC,  
7 Plaintiff(s)

CASE NO: A-17-758435-C

8 vs.

DEPT. NO. Department 22

9 Shea at Horizon Ridge Owners  
10 Association, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

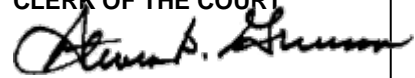
15 Service Date: 11/19/2020

16 Rosey Jeffrey	rjeffrey@peelbrimley.com
17 Terri Hansen	thansen@peelbrimley.com
18 Amanda Armstrong	aarmstrong@peelbrimley.com
19 Eric Zimbelman	ezimbelman@peelbrimley.com
20 Brian Walters	bwalters@grsm.com
21 Brian Walters	bwalters@grsm.com
22 Robert Schumacher	rschumacher@grsm.com
23 Sean Owens	sowens@grsm.com
24 Cristina Pagaduan	cpagaduan@grsm.com
25 Andrea Montero	amontero@grsm.com

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Debbie Kingham	dkingham@grsm.com
Kaitlyn Caswell	kcaswell@grsm.com
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Nathan Lawrence	nlawrence@vegascase.com
Matthew Ekins	matt@utahcase.com



**ASTA**

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Amanda C. Yen (NSBN 9726)  
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Matthew D. Ekins (NSBN 11114)  
Nathan E. Lawrence, (NSBN 15060)  
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nlawrence@vegascase.com

*Attorneys for Plaintiff Horizon Holdings 2900, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

HORIZON HOLDINGS 2900, LLC, a Nevada  
Limited Liability Company,

Plaintiff,

vs.

SHEA AT HORIZON RIDGE OWNERS  
ASSOCIATION, a Domestic Non-Profit  
Corporation; TAYLOR MANAGEMENT  
ASSOCIATION, a Nevada Limited Liability  
Company,

Defendants.

Case No.: A-17-758435-C  
Dept. No.: XXII

**CASE APPEAL STATEMENT**

**1. Name of appellant filing this case appeal statement:**

Horizon Holdings 2900, LLC.

**2. Identify the Judge issuing the Decision, Judgment, or Order appealed from:**

Honorable Susan H. Johnson

**3. Identify each appellant and the name and address of counsel for each appellant:**

Horizon Holdings 2900, LLC ("Horizon")  
Eric B. Zimbelman (NSBN 9407)  
PEEL BRIMLEY LLP  
3333 E. Serene Ave, Suite 200  
Henderson, Nevada 89074  
Telephone: (702) 990-7272

And

Matthew D. Ekins (NSBN 11114)  
Nathan E. Lawrence (NSBN 15060)  
GALLIAN WELKER & BECKSTROM, L.C.  
540 East St. Louis Avenue  
Las Vegas, Nevada 89104  
Telephone: 702-892-3500

**4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent:**

Shea at Horizon Ridge Owners Association ("Shea")  
Robert E. Schumacher (NSBN 7504)  
Brian K. Walters (NSBN 9711)  
GORDON REES SCULLY MANSUKHANI LLP  
300 South Fourth Street, Suite 1550  
Las Vegas, Nevada 89101  
Telephone: (702) 577-9300

**5. Whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the District Court granted that attorney permission to appear under SCR 42 (attach a copy of any District Court order granting such permission):**

Not Applicable

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1     **6.     Whether appellant was represented by appointed counsel in the district court,**  
2     **and whether the appellant is represented by appointed counsel on appeal:**

3             Horizon retained PEEL BRIMLEY LLP and GALLIAN WELKER & BECKSTROM,  
4     L.C. as counsel for the proceedings in district court and have further retained McDONALD  
5     CARANO LLP for the appeal proceedings.

6  
7     **7.     Whether appellant was granted leave to proceed in *forma pauperis*, and the**  
8     **date of entry of the District Court order granting such leave:**

9             Not Applicable

10    **8.     The date the proceedings commenced in the District Court:**

11            Horizon commenced this action on July 14, 2017.

12    **9.     Provide a brief description of the nature of the action and result in the District**  
13    **Court, including the type of Judgment or Order being appealed and the relief**  
14    **granted by the District Court:**

15            Horizon alleged that Shea failed to (i) comply with its duties and obligations under  
16     the applicable commercial Declaration of Commercial Office Subdivision Covenants,  
17     Conditions & Restrictions and (ii) ensure that Horizon's unit was allocated and receiving a  
18     pro rata share of the conditioned air produced by the building's HVAC system, which is,  
19     by definition, a common element. The District Court conducted a trial in February 2020  
20     relating to the claims against Shea<sup>1</sup> resulting in the May 26, 2020 Findings of Fact and  
21     Conclusions of Law and Judgment that formed the basis of Appeal No. 81421.

22            On November 19, 2020, the District Court entered its Notice of Entry of Order re  
23     Defendant Shea at Horizon Ridge Owners Association's Motion for Attorney's Fees, Costs  
24     and Interest (the "Order on Fees"). The District Court awarded Shea \$234,470.00 in  
25     attorneys' fees, \$38,467.49 in costs and post-judgment interest, which is accruing at the

26  
27            \_\_\_\_\_  
28     <sup>1</sup> By the time of the trial, all causes of action relating to all other parties had been  
dismissed, withdrawn and/or resolved.

1 legal rate of interest as set forth in NRS 99.040. Horizon appeals the District Court's  
2 November 19, 2020 Order on Fees.<sup>2</sup>

3 **10. Whether the case has previously been the subject of an appeal to or original**  
4 **writ proceeding in the Supreme Court and, if so, the caption and Supreme**  
5 **Court docket number of the prior proceedings:**

6 Horizon already appealed the District Court's May 26, 2020 Findings of Fact and  
7 Conclusions of Law, which notice of entry was entered by the District Court on June 1,  
8 2020. The appeal is captioned: *Horizon Holdings 2900, LLC, a Nevada Limited Liability*  
9 *Company v. Shea at Horizon Ridge Owners Association, a Domestic Non-Profit*  
10 *Corporation*. The Appeal is docketed at Appeal No. 81421.

11 **11. Whether this appeal involves child custody or visitation:**

12 Not Applicable

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28 <sup>2</sup> Horizon intends on filing a Motion to Consolidate in the Nevada Supreme Court to  
consolidate this appeal with Appeal No. 81421.

12. If this is a civil case, indicate whether this appeal involves the possibility of settlement:

Yes

Dated this 24th day of November, 2020.

McDONALD CARANO LLP

/s/ Pat Lundvall

Pat Lundvall (NSBN 3761)  
Amanda C. Yen (NSBN 9726)  
2300 West Sahara Avenue, Suite 1200  
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Las Vegas, Nevada 89104  
Telephone: (702) 892-3500  
Facsimile: (702) 386-1946

*Attorneys for Plaintiff Horizon Holdings 2900, LLC*

### CERTIFICATE OF SERVICE

I certify that on this 24th day of November, 2020, I caused a true and correct copy of the **CASE APPEAL STATEMENT** to be electronically filed and served to all parties of record via this Court's electronic filing system to all parties listed on the e-service master list:

/s/ Beau Nelson

An employee of McDonald Carano LLP

## EIGHTH JUDICIAL DISTRICT COURT

## CASE SUMMARY

Horizon Holdings 2900 LLC, Plaintiff(s)

CASE NO. A-17-758435-C

Location: Department 22

vs.

Judicial Officer: Johnson, Susan

Shea at Horizon Ridge Owners Association, Defendant

Filed on: 07/14/2017

(s)

Cross-Reference Case A758435

Number:

Supreme Court No.: 81421

## CASE INFORMATION

## Statistical Closures

05/26/2020 Judgment Reached (bench trial)

Case Type: Other Contract

Case Status: 05/26/2020 Closed

## DATE

## CASE ASSIGNMENT

## Current Case Assignment

Case Number	A-17-758435-C
Court	Department 22
Date Assigned	07/14/2017
Judicial Officer	Johnson, Susan

## PARTY INFORMATION

## Plaintiff

Horizon Holdings 2900 LLC

## Lead Attorneys

Zimbelman, Eric B.  
Retained  
7029907272(W)

## Defendant

Aligned Group LLC

Removed: 01/02/2018  
Dismissed

First American Exchange Group LLC

Removed: 03/08/2018  
Dismissed

Shea at Horizon Ridge Owners Association

Schumacher, Robert E.  
Retained  
702-577-9300(W)

Tag Horizon Ridge LLC

Removed: 01/02/2018  
Dismissed

Taylor Management Association

Schumacher, Robert E.  
Retained  
702-577-9300(W)

## Cross Claimant

First American Exchange Group LLC

Removed: 03/21/2018  
Dismissed

## Cross Defendant

Tag Horizon Ridge LLC

Removed: 03/21/2018  
Dismissed

## Third Party Defendant

Tag Fund I LLC

Removed: 03/21/2018  
Dismissed

## Third Party Plaintiff

First American Exchange Group LLC

Removed: 03/21/2018  
Dismissed
















**CASE SUMMARY****CASE NO. A-17-758435-C**

EVENTS &amp; ORDERS OF THE COURT

DATE

INDEX

**EVENTS**

07/14/2017	 Complaint Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Complaint</i>
07/17/2017	 Initial Appearance Fee Disclosure Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Initial Appearance Fee Disclosure</i>
07/20/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff Horizon Holdings 2900 LLC <i>Summons</i>
07/20/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff Horizon Holdings 2900 LLC <i>Summons</i>
07/20/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff Horizon Holdings 2900 LLC <i>Summons</i>
07/20/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff Horizon Holdings 2900 LLC <i>Summons</i>
07/20/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff Horizon Holdings 2900 LLC <i>Summons</i>
07/20/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff Horizon Holdings 2900 LLC <i>Summons</i>
07/21/2017	 First Amended Complaint Filed By: Plaintiff Horizon Holdings 2900 LLC <i>First Amended Complaint</i>
07/21/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff Horizon Holdings 2900 LLC <i>Summons</i>
07/21/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff Horizon Holdings 2900 LLC <i>Summons</i>
07/21/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff Horizon Holdings 2900 LLC <i>Summons</i>
07/21/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff Horizon Holdings 2900 LLC <i>Summons</i>

# CASE SUMMARY

CASE NO. A-17-758435-C

07/21/2017	 Summons Electronically Issued - Service Pending Party: Plaintiff Horizon Holdings 2900 LLC <i>SUMMONS</i>
09/05/2017	 Answer and Crossclaim Filed By: Third Party Plaintiff First American Exchange Group LLC <i>First American Exchange Company, LLC's Answer to First Amended Complaint, Cross-Claim and Third Party Complaint</i>
09/05/2017	 Initial Appearance Fee Disclosure Filed By: Third Party Plaintiff First American Exchange Group LLC <i>Initial Appearance Fee Disclosure</i>
09/12/2017	 Initial Appearance Fee Disclosure Filed By: Cross Defendant Tag Horizon Ridge LLC; Defendant Aligned Group LLC <i>Initial Appearance Fee Disclosure</i>
09/12/2017	 Motion to Dismiss Filed By: Cross Defendant Tag Horizon Ridge LLC; Defendant Aligned Group LLC <i>Defendants Tag Horizon Ridge and The Aligned Group's Motion to Dismiss</i>
09/14/2017	 Three Day Notice Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Three Day Notice of Intent To Take Default</i>
09/15/2017	 Answer to Amended Complaint Filed By: Defendant Shea at Horizon Ridge Owners Association <i>Defendant Shea at Horizon Ridge Owners Association's Answer to First Amended Complaint</i>
09/15/2017	 Initial Appearance Fee Disclosure Filed By: Defendant Shea at Horizon Ridge Owners Association <i>Initial Appearance Fee Disclosure (Shea)</i>
09/15/2017	 Answer to Amended Complaint Filed By: Defendant Taylor Management Association <i>Defendant Taylor Management Association's Answer to First Amended Complaint</i>
09/15/2017	 Initial Appearance Fee Disclosure Filed By: Defendant Taylor Management Association <i>Initial Appearance Fee Disclosure (Taylor)</i>
09/19/2017	 Acceptance of Service Filed By: Third Party Plaintiff First American Exchange Group LLC <i>Acceptance of Service (Cross-Defendant TAG HORIZON RIDGE, LLC)</i>
09/19/2017	 Acceptance of Service Filed By: Third Party Plaintiff First American Exchange Group LLC <i>Acceptance of Service (Third Party Defendant TAG FUND I, LLC)</i>
09/29/2017	 Opposition to Motion to Dismiss Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Plaintiff Horizon Holdings 2900, LLC's Opposition to Defendant's Tag Horizon Ridge and The Aligned Group's Motion to Dismiss</i>

# CASE SUMMARY

CASE NO. A-17-758435-C

10/09/2017	 Motion to Dismiss Filed By: Cross Defendant Tag Horizon Ridge LLC; Third Party Defendant Tag Fund I LLC <i>TAG Horizon Ridge, LLC and Tag Fund I, LLC's Motion to Dismiss the Cross-Claim and Third-Party Complaint of First American Exchange Company</i>
10/09/2017	 Initial Appearance Fee Disclosure Filed By: Third Party Defendant Tag Fund I LLC <i>Initial Appearance Fee Disclosure</i>
10/12/2017	 Opposition to Motion to Dismiss Filed By: Third Party Plaintiff First American Exchange Group LLC <i>Opposition to Tag Horizon Ridge, LLC and Tag Fund I, LLC's Motion to Dismiss the Crossclaim and Third-Party Complaint of First American Exchange Company</i>
10/12/2017	 Reply in Support Filed By: Cross Defendant Tag Horizon Ridge LLC; Defendant Aligned Group LLC <i>Reply Brief in Support of Defendants Tag Horizon Ridge and The Aligned Group's Motion to Dismiss</i>
10/13/2017	 Amended Notice Filed By: Cross Defendant Tag Horizon Ridge LLC; Defendant Aligned Group LLC <i>Amended Notice of Hearing of Defendants Tag Horizon Ridge and The Aligned Group's Motion to Dismiss</i>
10/13/2017	 Notice of Change of Hearing <i>Notice of Change of Hearing</i>
10/13/2017	 Notice of Hearing <i>Notice of Hearings</i>
10/26/2017	 Stipulation and Order Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Stipulation and Order to Continue Hearing on Both Tag Horizon Ridge, LLC and Tag Fund I, LLC's Motion to Dismiss the Cross Claim and Third Party Complaint and Defendant's Tag Horizon Ridge and the Aligned Group's Motion to Dismiss</i>
10/30/2017	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Entry of Stipulation and Order to Continue Hearing on Both Tag Horizon Ridge, LLC and Tag Fund I, LLC's Motion to Dismiss the Cross Claim and Third-Party Complaint of First American Exchange Company &amp; Defendant's Tag Horizon Ridge and the Aligned Group's Motion to Dismiss</i>
11/01/2017	 Reply in Support Filed By: Cross Defendant Tag Horizon Ridge LLC; Third Party Defendant Tag Fund I LLC <i>Reply Brief in Support of Tag Horizon Ridge, LLC and Tag Fund I, LLC's Motion to Dismiss the Cross-Claim and Third-Party Complaint of First American Exchange Company</i>
11/08/2017	 Motion for Leave to File Party: Plaintiff Horizon Holdings 2900 LLC <i>Plaintiff Horizon Holdings 2900, LLC's Motion for Leave to File a Supplemental Memorandum in Support of Plaintiff's Opposition to Defendants TAG Horizon Ridge and The Aligned Group's Motion to Dismiss</i>

# CASE SUMMARY

CASE NO. A-17-758435-C

11/17/2017	 Opposition and Countermotion Filed By: Cross Defendant Tag Horizon Ridge LLC; Defendant Aligned Group LLC <i>Defendants Tag Horizon Ridge and The Aligned Group's Opposition and Countermotion to Strike Plaintiff's Motion for Leave to File a Supplemental Memorandum in Support of Plaintiff's Opposition to Defendants Tag Horizon Ridge and The Aligned Group's Motion to Dismiss</i>
11/20/2017	 Receipt of Copy <i>Receipt of Copy</i>
11/20/2017	 Receipt of Copy Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Receipt of Copy</i>
11/20/2017	 Receipt of Copy Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Receipt of Copy</i>
11/21/2017	 Reply to Opposition Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Plaintiff Horizon Holdings 2900, LLC's Reply to Defendants TAG Horizon Ridge and The Aligned Group's Opposition and Countermotion to Strike</i>
12/01/2017	 Motion for Leave to File Party: Plaintiff Horizon Holdings 2900 LLC <i>Plaintiff Horizon Holdings 2900, LLC's Motion for Leave to File An Amended Complaint</i>
12/05/2017	 Notice of Non Opposition Filed By: Third Party Plaintiff First American Exchange Group LLC <i>Notice of Non-Opposition to Plaintiff Horizon Holdings 2900, LLC's Motion for Leave to File an Amended Complaint</i>
12/08/2017	 Order Denying Motion Filed By: Third Party Plaintiff First American Exchange Group LLC <i>Order Denying Tag Horizon Ridge, LLC and Tag Fund I, LLC's Motion to Dismiss the Cross-Claim and Third-Party Complaint of First American Exchange Company</i>
12/11/2017	 Commissioners Decision on Request for Exemption - Granted <i>Commissioner's Decision on Request for Exemption - Granted</i>
12/11/2017	 Notice of Entry of Order Filed By: Third Party Plaintiff First American Exchange Group LLC <i>Notice of Entry of Order</i>
12/14/2017	 Arbitration File <i>Arbitration File</i>
12/19/2017	 Stipulation and Order Filed by: Cross Defendant Tag Horizon Ridge LLC; Defendant Aligned Group LLC; Third Party Defendant Tag Fund I LLC <i>Stipulation and Order to Vacate Hearing and Briefing on Plaintiff's Motion for Leave to File an Amended Complaint</i>
12/21/2017	 Notice of Entry of Order

# CASE SUMMARY

CASE NO. A-17-758435-C

	<p>Filed By: Cross Defendant Tag Horizon Ridge LLC; Defendant Aligned Group LLC <i>Notice of Entry of Order</i></p>
01/02/2018	<p> Order Granting Motion Filed By: Cross Defendant Tag Horizon Ridge LLC; Defendant Aligned Group LLC <i>Order Granting Defendants Tag Horizon Ridge, LLC and The Aligned Group, LLC's Motion to Dismiss</i></p>
01/02/2018	<p> Notice of Entry of Order Filed By: Cross Defendant Tag Horizon Ridge LLC <i>Notice of Entry of Order</i></p>
01/02/2018	<p> Motion to Reconsider Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Motion for Reconsideration and/or Rehearing of Defendants TAG Horizon Ridge and The Aligned Group's Motion to Dismiss</i></p>
01/04/2018	<p> Notice of Early Case Conference Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Early Case Conference</i></p>
01/12/2018	<p> Opposition to Motion Filed By: Cross Defendant Tag Horizon Ridge LLC <i>Opposition to Plaintiff's Motion for Leave to File an Amended Complaint</i></p>
01/19/2018	<p> Opposition to Motion Filed By: Cross Defendant Tag Horizon Ridge LLC <i>Opposition to Plaintiff's Motion for Reconsideration and/or Rehearing</i></p>
01/30/2018	<p> Reply in Support Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Horizon Holdings 2900, LLC s Reply in Support of its Motion for Reconsideration and/or Rehearing of Defendants TAG Horizon Ridge and The Aligned Group s Motion to Dismiss</i></p>
02/16/2018	<p> Joint Case Conference Report Filed By: Plaintiff Horizon Holdings 2900 LLC <i>JOINT CASE CONFERENCE REPORT</i></p>
02/16/2018	<p> Amended Joint Case Conference Report Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Amended Joint Case Conference Report</i></p>
03/08/2018	<p> Stipulation and Order for Dismissal With Prejudice Filed By: Third Party Plaintiff First American Exchange Group LLC <i>Stipulation and Order for Dismissal With Prejudice as to Defendant First American Exxchange Company, LLC, Only</i></p>
03/08/2018	<p> Notice of Entry of Order Filed By: Third Party Plaintiff First American Exchange Group LLC <i>Notice of Entry of Order</i></p>
03/21/2018	<p> Stipulation and Order for Dismissal With Prejudice Filed By: Cross Defendant Tag Horizon Ridge LLC; Third Party Defendant Tag Fund I LLC <i>Stipulation and Order for Dismissal of Cross-Claim and Third-Party Complaint with</i></p>

# CASE SUMMARY

CASE NO. A-17-758435-C

*Prejudice*

03/22/2018	 Notice of Entry of Order Filed By: Plaintiff Horizon Holdings 2900 LLC; Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association <i>Notice of Entry of Order</i>
04/02/2018	 Order Denying Motion <i>Order Denying Plaintiff's Motion for Reconsideration and/or Rehearing of Defendants Tag Horizon Ridge and The Aligned Group's Motion to Dismiss</i>
04/03/2018	 Notice of Entry of Order <i>Notice of Entry of Order</i>
04/04/2018	 Scheduling Order <i>Scheduling Order</i>
04/05/2018	 Order Setting Civil Bench Trial <i>Order Setting Civil Bench Trial</i>
04/13/2018	 Memorandum of Costs and Disbursements Filed By: Defendant Shea at Horizon Ridge Owners Association <i>Defendants Tag Horizon Ridge, LLC and The Aligned Group, LLC's Verified Memorandum of Costs</i>
04/23/2018	 Motion for Attorney Fees Filed By: Plaintiff Horizon Holdings 2900 LLC <i>(6/5/18 Withdrawn) Motion for Attorneys' Fees and Costs</i>
04/23/2018	 Motion to Strike Filed By: Plaintiff Horizon Holdings 2900 LLC <i>(6/5/18 Withdrawn) Plaintiff's Motion to Strike and Retax Defendants' Memorandum of Fees and Costs</i>
05/24/2018	 Stipulation and Order Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Stipulation and Order to Continue Hearing on Both Tag Horizon Ridge LLC and The Aligned Group, LLC's Motion for Attorney Fees and Costs and Plaintiff Horizon Holding 2900, LLC's Motion to Strike</i>
05/24/2018	 Notice of Entry of Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Entry of Order</i>
06/05/2018	 Stipulation and Order Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Stipulation and Order to Withdraw Both: (1) Tag Horizon Ridge, LLC and The Aligned Group, LLC's Motion for Attorney's Fees and Costs; and (2) Plaintiff Horizon Holdings 2900, LLC's Motion to Strike</i>
06/05/2018	 Notice of Entry of Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Entry of Order</i>
06/08/2018	 Substitution of Attorney

**CASE SUMMARY**

**CASE NO. A-17-758435-C**

	Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Substitution of Attorney</i>
06/26/2018	 Certificate of Mailing Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Certificate of Mailing</i>
10/12/2018	 Amended Order Setting Civil Non-Jury Trial <i>Amended Order Setting Civil Non-Jury Trial</i>
10/15/2018	 Stipulation and Order Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Stipulation and Order to Extend Discovery Deadlines and Reset Trial</i>
10/16/2018	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Entry of Stipulation and Order</i>
10/25/2018	 Motion for Leave to File Party: Plaintiff Horizon Holdings 2900 LLC <i>Plaintiff Horizon Holdings 2900, LLC's Motion for Leave to File Second Amended Complaint</i>
11/05/2018	 Opposition to Motion Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association <i>Defendants Shea at Horizon Ridge Owners' Association and Defendant Taylor Management Association's Opposition to Plaintiff's Motion to Amend</i>
11/05/2018	 Declaration Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association <i>Declaration of Stephanie Freeman in Support of Defendants' Opposition to Plaintiff's Motion for Leave to File Second Amended Complaint</i>
11/05/2018	 Reply to Opposition Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Plaintiff Horizon Holdings 2900, LLC's Reply to Defendants' Opposition to Motion for Leave to File Second Amended Complaint</i>
11/09/2018	 Order <i>Order Re: Plaintiff Horizon Holdings 2900, LLC's Motion for Leave to File Second Amended Complaint</i>
11/28/2018	 Stipulation and Order Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Stipulation and Order to Allow Second Amended Complaint</i>
11/28/2018	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Entry of Stipulation and Order</i>
11/28/2018	 Amended Complaint Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Horizon Holdings 2900, LLC's Second Amended Complaint</i>

# CASE SUMMARY

CASE NO. A-17-758435-C

02/05/2019	 Stipulation and Order Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Stipulation and Order to Extend Expert Disclosure Deadlines (Second Request)</i>
02/05/2019	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Entry of Stipulation and Order</i>
02/21/2019	 Answer Filed By: Defendant Shea at Horizon Ridge Owners Association <i>Defendant Shea at Horizon Ridge Owners Association's Answer to Second Amended Complaint</i>
02/21/2019	 Answer Filed By: Defendant Taylor Management Association <i>Defendant Taylor Management Association's Answer to Second Amended Complaint</i>
04/15/2019	 Stipulation and Order to Extend Discovery Deadlines Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Stipulation and Order to Extend Discovery Deadlines</i>
04/15/2019	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Entry of Stipulation and Order</i>
06/11/2019	 Amended Order Setting Civil Non-Jury Trial <i>Second Amended Order Setting Civil Non-Jury Trial</i>
06/11/2019	 Stipulation and Order Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Stipulation and Order to Continue Trial Date and Extend Discovery Deadlines</i>
06/11/2019	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Entry of Stipulation and Order</i>
08/19/2019	 Affidavit of Service Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Affidavit/Declaration of Service of Prime HVAS, LLC Attn: Person Most Knowledgeable</i>
08/19/2019	 Affidavit of Service Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Affidavit/Declaration of Service of Mark Kapetansky</i>
08/19/2019	 Acceptance of Service Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Acceptance of Service of Subpoena to Steve Burford</i>
08/19/2019	 Acceptance of Service Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Acceptance of Service of Subpoena to Corporate Air Mechanical Services, Inc.</i>
09/06/2019	 Stipulation and Order to Extend Discovery Deadlines Filed By: Plaintiff Horizon Holdings 2900 LLC



# CASE SUMMARY

CASE NO. A-17-758435-C

*Stipulation and Order to Extend Certain Deadlines (Fifth Request)*

09/06/2019	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Entry of Stipulation and Order</i>
09/10/2019	 Acceptance of Service Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Acceptance of Service for Stephanie Freeman</i>
09/10/2019	 Acceptance of Service Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Acceptance of Service for Gary Border</i>
09/10/2019	 Acceptance of Service Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Acceptance of Service for Marissa Chien</i>
09/18/2019	 Amended Order Setting Civil Non-Jury Trial <i>Third Amended Order Setting Civil Bench Trial</i>
10/02/2019	 Stipulation and Order Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Stipulation and Order to Extend Dispositive Motions Deadline (Sixth Request)</i>
10/02/2019	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Stipulation and Order</i>
11/12/2019	 Motion for Partial Summary Judgment Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Plaintiff Horizon Holdings 2900, LLC's Motion for Partial Summary Judgment</i>
11/12/2019	 Appendix Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Appendix to Plaintiff Horizon Holdings 2900, LLC's Motion for Partial Summary Judgment</i>
11/12/2019	 Notice of Motion Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Motion</i>
11/12/2019	 Motion for Summary Judgment Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association <i>Defendants' Motion for Summary Judgment</i>
11/12/2019	 Appendix Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association <i>Appendix of Exhibits to Defendants' Motion for Summary Judgment</i>
11/13/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>

# CASE SUMMARY

CASE NO. A-17-758435-C

11/13/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
11/14/2019	 Errata Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association <i>Errata to Appendix of Exhibits to Defendants' Motion for Summary Judgment</i>
11/27/2019	 Stipulation and Order Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Stipulation and Order to Continue Hearings</i>
11/27/2019	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Entry of Stipulation and Order</i>
12/16/2019	 Pre-trial Memorandum <i>Pre-Trial Memorandum Jointly Filed By Plaintiff and Defendants</i>
12/16/2019	 Pre-trial Memorandum <i>Pre-Trial Memorandum Jointly Filed by Plaintiff and Defendants</i>
12/17/2019	 Opposition to Motion Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Plaintiff Horizon Holdings 2900, LLC's Opposition to Defendants' Motion for Summary Judgment</i>
12/17/2019	 Appendix Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Appendix to Horizon Holdings 2900, LLC's Opposition to Defendants' Motion for Summary Judgment</i>
12/17/2019	 Opposition to Motion Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association <i>Defendants' Opposition to Plaintiff's Motion for Partial Summary Judgment</i>
12/18/2019	 Errata Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association <i>Errata to Defendants' Opposition to Plaintiff's Motion for Partial Summary Judgment</i>
12/30/2019	 Objection Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association <i>Defendants' Objection to Plaintiff's Offer of Judgment</i>
12/30/2019	 Stipulation and Order Filed by: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association <i>Stipulation and Order to Extend Briefing and Hearing Date on Motions for Summary Judgment</i>
12/31/2019	 Notice of Entry of Stipulation and Order Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor

# CASE SUMMARY

CASE NO. A-17-758435-C

	<p>Management Association</p> <p><i>Notice of Entry of Stipulation and Order to Extend Briefing and Hearing Date on Motions for Summary Judgment</i></p>
01/13/2020	<p> Reply to Opposition</p> <p>Filed by: Plaintiff Horizon Holdings 2900 LLC</p> <p><i>Plaintiff Horizon Holdings 2900, LLC's Reply to Defendants' Opposition to Motion for Partial Summary Judgment</i></p>
01/13/2020	<p> Reply in Support</p> <p>Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association</p> <p><i>Defendants' Shea at Horizon Ridge Owners Association and Taylor Association Management's Reply in Support of Motion for Partial Summary Judgment</i></p>
01/17/2020	<p> Notice</p> <p>Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association</p> <p><i>Defendants' Notice of Trial Subpoena</i></p>
01/21/2020	<p> Notice</p> <p>Filed By: Plaintiff Horizon Holdings 2900 LLC</p> <p><i>Plaintiff's Notice of Trial Subpoenas</i></p>
01/22/2020	<p> Notice</p> <p>Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association</p> <p><i>Defendants' Notice of Intent to Lodge Original Deposition Transcripts</i></p>
01/23/2020	<p> Notice</p> <p>Filed By: Plaintiff Horizon Holdings 2900 LLC</p> <p><i>Plaintiff's Notice of Intent to Lodge Original Deposition Transcripts</i></p>
01/23/2020	<p> Notice</p> <p>Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association</p> <p><i>Defendants' Supplemental Notice of Trial Subpoenas</i></p>
02/04/2020	<p> Order</p> <p>Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association</p> <p><i>Order Granting In Part and Denying In Part Defendants' Shea at Horizon Ridge Owners Association and Taylor Association Management's Motion for Partial Summary Judgment</i></p>
02/04/2020	<p> Notice of Entry of Order</p> <p>Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association</p> <p><i>Notice of Entry of Order Granting In Party and Denying In Part Defendants' Shea at Horizon Ridge Owners Association and Taylor Association Management's Motion for Partial Summary Judgment</i></p>
02/05/2020	<p> Order Denying Motion</p> <p>Filed By: Plaintiff Horizon Holdings 2900 LLC</p> <p><i>Order Denying Plaintiff's Motion for Partial Summary Judgment</i></p>
02/05/2020	<p> Notice of Entry of Order</p>

**CASE SUMMARY**

**CASE NO. A-17-758435-C**

Filed By: Plaintiff Horizon Holdings 2900 LLC  
*Notice of Entry of Order*

02/06/2020



Trial Memorandum

Filed by: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association  
*Defendants' Civil Trial Memorandum Pursuant to EDCR 7.27*

02/07/2020



Brief

Filed By: Plaintiff Horizon Holdings 2900 LLC  
*Horizon Holdings 2900, LLC's Trial Brief*

02/10/2020



Memorandum of Costs and Disbursements

Filed By: Defendant Taylor Management Association  
*Taylor Association Management's Verified Memorandum of Costs and Disbursements*

02/24/2020



Stipulation and Order to Extend Discovery Deadlines

*Stipulation and Order to Extend Deadlines Relating to Memorandum of Costs*

02/24/2020



Notice of Entry of Stipulation and Order

Filed By: Plaintiff Horizon Holdings 2900 LLC  
*Notice of Entry of Stipulation and Order*

02/25/2020



Motion for Attorney Fees

Filed By: Defendant Taylor Management Association  
*Taylor Association Management's Motion for Attorneys' Fees and Interest*

02/25/2020



Appendix

Filed By: Defendant Taylor Management Association  
*Appendix of Exhibits to Taylor Association Management's Motion for Attorneys' Fees Costs and Interest*

02/25/2020



Declaration

Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association  
*Declaration of Robert E. Schumacher, Esq. in Support of Taylor Association Management's Motion for Attorneys' Fees, Cost and Interest*

02/26/2020



Clerk's Notice of Hearing

*Notice of Hearing*

02/27/2020



Motion to Retax

Filed By: Plaintiff Horizon Holdings 2900 LLC  
*Motion to Re-tax Costs*

02/27/2020



Appendix

Filed By: Plaintiff Horizon Holdings 2900 LLC  
*Appendix to Motion to Re-Tax Costs*

02/28/2020



Clerk's Notice of Hearing

*Notice of Hearing*

03/05/2020















Response

Filed by: Defendant Taylor Management Association

**CASE SUMMARY**

**CASE NO. A-17-758435-C**

*Taylor Association Management's Response to Plaintiff's Motion to Re-Tax Costs*

03/16/2020	 Stipulation and Order Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Stipulation and Order to Continue Hearings</i>
03/16/2020	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Entry of Stipulation and Order</i>
03/20/2020	 Recorders Transcript of Hearing <i>Bench Trial - Day 1 February 3, 2020</i>
03/20/2020	 Recorders Transcript of Hearing <i>Recorder's Transcript of Bench Trial - Day 3 February 5, 2020</i>
03/20/2020	 Recorders Transcript of Hearing <i>Bench Trial - Day 4 February 6, 2020</i>
03/20/2020	 Recorders Transcript of Hearing <i>Bench Trial - Day 5 February 7, 2020</i>
03/24/2020	 Opposition to Motion Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Plaintiff's Opposition to Taylor Association Management's Motion for Attorneys' Fees and Interest</i>
03/24/2020	 Appendix Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Appendix to Plaintiff's Opposition to Taylor Association Management's Motion for Attorney's Fees and Interest</i>
03/24/2020	 Reply to Opposition Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Plaintiff's Reply to Taylor's Opposition to Motion to Re-Tax Costs</i>
03/26/2020	 Recorders Transcript of Hearing <i>Bench Trial - Day 6 February 11, 2020</i>
03/26/2020	 Recorders Transcript of Hearing <i>Recorders Transcript of Bench Trial - Day 7 February 12, 2020</i>
04/07/2020	 Reply to Motion Filed By: Defendant Taylor Management Association <i>Taylor Association Management's Reply in Support of Motion for Attorneys' Fees and Interest</i>
04/15/2020	 Order <i>Order Re: Plaintiff's Motion to Re-Tax Costs</i>
04/24/2020	 Notice of Entry of Order Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association <i>Notice of Entry of Order Re: Motion to Re-Tax Costs</i>

# CASE SUMMARY

CASE NO. A-17-758435-C

05/26/2020	 Findings of Fact, Conclusions of Law and Judgment <i>Findings of Fact, Conclusions of Law and Judgment</i>
06/01/2020	 Notice of Entry of Findings of Fact, Conclusions of Law Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association <i>Notice of Entry of Findings of Fact, Conclusions of Law and Judgment</i>
06/01/2020	 Memorandum of Costs and Disbursements Filed By: Defendant Shea at Horizon Ridge Owners Association <i>Shea at Horizon Ridge Owners Association s Verified Memorandum of Costs and Disbursements</i>
06/02/2020	 Errata Filed By: Defendant Shea at Horizon Ridge Owners Association <i>Errata to Shea at Horizon Ridge Owners Association's Verified Memorandum of Costs and Disbursements</i>
06/12/2020	 Motion for Attorney Fees and Costs Filed By: Defendant Shea at Horizon Ridge Owners Association <i>Shea at Horizon Ridge Owners Association's Motion for Attorney's Fees, Costs and Interest</i>
06/12/2020	 Appendix Filed By: Defendant Shea at Horizon Ridge Owners Association <i>Appendix of Exhibits to Shea at Horizon Ridge Owners Association s Motion for Attorney s Fees, Costs and Interest</i>
06/12/2020	 Declaration Filed By: Defendant Shea at Horizon Ridge Owners Association <i>Declaration of Robert E. Schumacher, Esq. in Support of Defendant Shea at Horizon Ridge Owners Association s Motion for Attorneys Fees, Costs and Interest</i>
06/15/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
06/22/2020	 Notice of Appearance Party: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Appearance by Gallian Welker &amp; Beckstrom, L.C.</i>
06/29/2020	 Stipulation and Order Filed by: Plaintiff Horizon Holdings 2900 LLC <i>Stipulation and Order to Extend Time to File Opposition and to Continue Hearing on Shea at Horizon Ridge Owners Association's Motion for Attorney's Fees, Costs and Interest</i>
06/29/2020	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Notice of Entry of Stipulation and Order to Extend Time and Continue Hearing on Motion for Attorney's Fees, Costs and Interest</i>
06/29/2020	 Case Appeal Statement Filed By: Plaintiff Horizon Holdings 2900 LLC <i>Case Appeal Statement</i>
06/29/2020	 Notice of Appeal Filed By: Plaintiff Horizon Holdings 2900 LLC

# CASE SUMMARY

CASE NO. A-17-758435-C

*Notice of Appeal*

07/15/2020



Recorders Transcript of Hearing  
*Bench Trial - Day 2 February 4, 2020*

07/21/2020



Opposition to Motion  
Filed By: Plaintiff Horizon Holdings 2900 LLC  
*Plaintiff's Opposition to Shea at Horizon Ridge Owners Association's Motion for Attorney's Fees, Costs and Interest*

07/21/2020



Appendix  
Filed By: Plaintiff Horizon Holdings 2900 LLC  
*Plaintiff's Appendix to Opposition to Shea at Horizon Ridge Owners Association's Motion for Attorney's Fees, Costs and Interest*

07/21/2020



Cost on Appeal Bond  
Filed By: Plaintiff Horizon Holdings 2900 LLC  
*Cost on Appeal Bond*

07/24/2020



Order Denying Motion  
Filed By: Plaintiff Horizon Holdings 2900 LLC  
*Order Denying Defendant Taylor Association Management's Motion For An Award of Attorney's Fees and Interest*

07/24/2020



Notice of Entry of Order  
Filed By: Plaintiff Horizon Holdings 2900 LLC  
*Notice of Entry of Order*

08/04/2020



Reply in Support  
Filed By: Defendant Shea at Horizon Ridge Owners Association  
*Shea at Horizon Ridge Owners Association's Reply in Support of Motion for Attorneys' Fees, Costs and Interest*

11/19/2020



Order  
*Order re: Defendant Shea at Horizon Ridge Owners Association's Motion for Attorney's Fees, Costs and Interest*

11/19/2020



Notice of Entry of Order  
Filed By: Defendant Shea at Horizon Ridge Owners Association; Defendant Taylor Management Association  
*Notice of Entry of Order re Defendant Shea at Horizon Ridge Owners Association's Motion for Attorney's Fees, Costs and Interest*

11/24/2020



Notice of Appearance  
Party: Plaintiff Horizon Holdings 2900 LLC  
*Notice of Appearance*

11/24/2020



Notice of Appeal  
Filed By: Plaintiff Horizon Holdings 2900 LLC  
*Notice of Appeal*

11/24/2020



Case Appeal Statement  
Filed By: Plaintiff Horizon Holdings 2900 LLC  
*Case Appeal Statement*

**CASE SUMMARY****CASE NO. A-17-758435-C****DISPOSITIONS**

01/02/2018 **Order of Dismissal** (Judicial Officer: Johnson, Susan)  
Debtors: Horizon Holdings 2900 LLC (Plaintiff)  
Creditors: Tag Horizon Ridge LLC (Defendant), Aligned Group LLC (Defendant)  
Judgment: 01/02/2018, Docketed: 01/02/2018

03/08/2018 **Order of Dismissal** (Judicial Officer: Johnson, Susan)  
Debtors: Horizon Holdings 2900 LLC (Plaintiff)  
Creditors: First American Exchange Group LLC (Defendant)  
Judgment: 03/08/2018, Docketed: 03/08/2018

03/21/2018 **Order of Dismissal With Prejudice** (Judicial Officer: Johnson, Susan)  
Debtors: First American Exchange Group LLC (Third Party Plaintiff)  
Creditors: Tag Fund I LLC (Third Party Defendant)  
Judgment: 03/21/2018, Docketed: 03/22/2018  
Debtors: First American Exchange Group LLC (Cross Claimant)  
Creditors: Tag Horizon Ridge LLC (Cross Defendant)  
Judgment: 03/21/2018, Docketed: 03/22/2018


02/04/2020 **Summary Judgment** (Judicial Officer: Johnson, Susan)  
Debtors: Horizon Holdings 2900 LLC (Plaintiff)  
Creditors: Shea at Horizon Ridge Owners Association (Defendant), Taylor Management Association (Defendant)  
Judgment: 02/04/2020, Docketed: 02/05/2020  
Comment: Certain Claim

04/05/2020 **Order** (Judicial Officer: Johnson, Susan)  
Debtors: Horizon Holdings 2900 LLC (Plaintiff)  
Creditors: Taylor Management Association (Defendant)  
Judgment: 04/05/2020, Docketed: 04/16/2020  
Total Judgment: 7,997.53

05/26/2020 **Judgment** (Judicial Officer: Johnson, Susan)  
Debtors: Horizon Holdings 2900 LLC (Plaintiff)  
Creditors: Shea at Horizon Ridge Owners Association (Defendant)  
Judgment: 05/26/2020, Docketed: 05/27/2020

11/19/2020 **Judgment Plus Legal Interest** (Judicial Officer: Johnson, Susan)  
Debtors: Horizon Holdings 2900 LLC (Plaintiff)  
Creditors: Shea at Horizon Ridge Owners Association (Defendant)  
Judgment: 11/19/2020, Docketed: 11/20/2020  
Total Judgment: 272,937.49  
Comment: In Part

**HEARINGS**

10/13/2017  **Minute Order** (10:30 AM) (Judicial Officer: Johnson, Susan)  
Minute Order - No Hearing Held;  
Journal Entry Details:  
*Pursuant to EDCR 2.20(g), the moving party shall deliver Courtesy Copies of all papers related to their Motion at least 5 judicial days before the hearing. This includes the Opposition if opposing counsel fails to deliver their own courtesy copies. As all courtesy copies have not been received, the following hearing(s) have been VACATED: Thursday, October 19, 2017: Defendants Tag Horizon Ridge and the Aligned Group's Motion to Dismiss Should the parties wish to proceed, the Hearing will need to be Re-Noticed and courtesy copies delivered to chambers accordingly. CLERK'S NOTE: This Minute Order has been e-served to all appropriate parties by the Judicial Executive Assistant. hvp/10/13/17;*

10/19/2017 **CANCELED Motion to Dismiss** (10:30 AM) (Judicial Officer: Johnson, Susan)  
*Vacated*



# CASE SUMMARY

CASE NO. A-17-758435-C

*Defendant's Tag Horizon Ridge and The Aligned Groups' Motion to Dismiss*

11/28/2017

**Motion to Dismiss** (10:30 AM) (Judicial Officer: Johnson, Susan)

*TAG Horizon Ridge, LLC and Tag Fund I, LLC's Motion to Dismiss the Cross-Claim and Third-Party Complaint of First American Exchange Company*

Denied Without Prejudice; TAG Horizon Ridge, LLC and Tag Fund I, LLC's Motion to Dismiss the Cross-Claim and Third-Party Complaint of First American Exchange Company

11/28/2017

**Motion to Dismiss** (10:30 AM) (Judicial Officer: Johnson, Susan)

*Amended Notice of Hearing of Defendants TAG Horizon Ridge and the Aligned Group's Motion to Dismiss*

Granted in Part;

11/28/2017

**Opposition and Countermotion** (10:30 AM) (Judicial Officer: Johnson, Susan)

*Defendants Tag Horizon Ridge and The Aligned Group's Opposition and Countermotion to Strike Plaintiff's Motion for Leave to File a Supplemental Memorandum in Support of Plaintiff's Opposition to Defendants Tag Horizon Ridge and The Aligned Group's Motion to Dismiss*

11/28/2017



**All Pending Motions** (10:30 AM) (Judicial Officer: Johnson, Susan)

Matter Heard;

Journal Entry Details:

*Catherine Jordan, Representative of Horizon Holdings 2900 LLC, also present. Court noted that it signed an Order Shortening Time on Plaintiff's Motion for Leave to File a Supplemental Memorandum however it was never filed and therefore it is not on calendar today.*

*DEFENDANTS TAG HORIZON RIDGE AND THE ALIGNED GROUP'S MOTION TO DISMISS Argument by Mr. Cavanaugh that plaintiff was aware of the HVAC performance issues as evidenced by the invoicing for repairs and therefore the TAG two year post dissolution limitations period under NRS 86.505 bars the claims as to TAG and the Aligned Group. Argument by Mr. Van that plaintiff will need to file a Motion to Amend the Complaint to allege fraudulent concealment and forgery; that it was not until plaintiff received expert Gifford's report was when the learned of the improper design and the complaint was filed timely; and requested 56(f) relief to discover the factual issues. Further argument by Mr. Cavanaugh, including that plaintiff is attempting to impute liability to Aligned as its role as a member without any separate and distinct allegations as to Aligned. COURT ORDERED, Motion to Dismiss GRANTED as to Aligned Group LLC as they are the manager of TAG Horizon Ridge LLC and FINDS there are no causes of action against Aligned Group LLC; As for the Motion to Dismiss by TAG Horizon Ridge LLC, the Court will take a closer look and MATTER TAKEN UNDER ADVISEMENT. TAG HORIZON RIDGE, LLC and TAG FUND I, LLC'S MOTION TO DISMISS THE CROSS-CLAIM AND THIRD-PARTY COMPLAINT OF FIRST AMERICAN EXCHANGE Following arguments by Mr. Cavanaugh and Ms. Wood, COURT ORDERED, Motion DENIED WITHOUT PREJUDICE.;*

12/18/2017



**Minute Order** (3:00 AM) (Judicial Officer: Johnson, Susan)

Minute Order - No Hearing Held;

Journal Entry Details:

*Defendants TAG Horizon Ridge, LLC's and Aligned Group, LLC's Motion to Dismiss filed September 12, 2017 was heard Tuesday, November 28, 2017 at 10:30 a.m. This Court granted the motion as it applied to the managing member of TAG Horizon Ridge, LLC (i.e. Aligned Group, LLC) in its entirety, but took the matter under advisement regarding the claims brought against TAG Horizon Ridge, LLC (the seller of the subject property). Having reviewed the matter given the oral arguments of the parties, and found good cause therefore, IT IS ORDERED Defendants' Motion to Dismiss as it relates to the First Cause of Action (Breach of Contract) against TAG Horizon Ridge, LLC is GRANTED. Pursuant to Purchase and Sale Agreement & Escrow Instructions (hereinafter referred to as the "Agreement") entered into by Plaintiff Horizon Holdings 2900, LLC and TAG Horizon Ridge, LLC on November 14, 2014, Plaintiff agreed to buy the subject property "as is," with a closing date of February 22, 2015. See Section 5 of the Agreement. Given its as is condition, Plaintiff and Defendant understood and agreed the purchase priced had been adjusted by prior negotiations; the parties further noted, in capitalized wording, it was "not contemplated that the purchase price will be increased if costs to buyer associated with the assets prove to be less than expected or will the purchase price be reduced if buyer s plan for the assets leads to higher cost projections. The sole and exclusive remedy of buyer will be to terminate this agreement as provided herein prior*

**CASE SUMMARY****CASE NO. A-17-758435-C**

to the closing date." See Section 6 of the Agreement. Plaintiff was accorded a 30-day investigation period in which "to review all aspects of the Property." See Section 7 of the Agreement. If there was a failure of any condition, Plaintiff had the opportunity to waive them, or have its entire deposit from Defendant (via the title company) refunded. Id.; also see Section 14(a) [buyer's sole and exclusive remedies in the event of seller's default is to (1) enforce specific performance of the agreement or (2) terminate the agreement and receive a refund of the deposit.] While Plaintiff now claims the HVAC system is not satisfactory in that it is too small to cool or heat the particular space and such could not have been found by due diligence inspection, Plaintiff agreed to the as is purchase and there would be no adjustment as to price. Notably, Plaintiff also agreed to release Defendant (again, the Seller) from any claims it may have for constructional defects, errors, omissions or other conditions, latent or otherwise affecting the property. See Section 6(b) of the Agreement. **IT IS FURTHER ORDERED Defendants' Motion to Dismiss as it relates to the Second Cause of Action (Breach of Warranty of Suitability) against TAG Horizon Ridge, LLC is GRANTED.** This Court not only incorporates its discussion above concerning the First Cause of Action, but notes Plaintiff, as Buyer, agreed and acknowledge it was purchasing the property "as is," and "that Seller shall not be deemed to have made any representations or warranties," except as provided in Section 5 of the Agreement. None of these exceptions relate to constructional deficiencies, errors or other conditions, including the HVAC's capacity or ability to adequately cool or heat the space. **IT IS FURTHER ORDERED Defendants' Motion to Dismiss as it relates to the Third (Breach of Covenant of Good Faith and Fair Dealing), second Third (Non-Disclosure) and Fourth (Negligence) is GRANTED for the reasons set forth above.** In addition, outside of the parties' Agreement, Defendant TAG Horizon Ridge, LLC owed no further duties to Plaintiff under a negligence theory or otherwise. **CLERK'S NOTE:** A copy of this minute order was placed in the attorney folder(s) of: Michael Van, Esq. (Shumway Van) and Colin Cavanaugh, Esq. (Keating Law Group). //ev 12/18/17;

12/19/2017

**Motion for Leave** (10:30 AM) (Judicial Officer: Johnson, Susan)

Plaintiff Horizon Holdings 2900, LLC's Motion for Leave to File a Supplemental Memorandum in Support of Plaintiff's Opposition to Defendants TAG Horizon Ridge and The Aligned Group's Motion to Dismiss

Off Calendar;

Journal Entry Details:

Court noted a decision was issued via minute order yesterday as to the Motion to Dismiss which was previously taken under advisement. Mr. Huntley advised based on the Court's decision this motion is moot. **COURT ORDERED, Motion OFF CALENDAR.** Mr. Cavanaugh advised parties have submitted a stipulation and order to extend briefing as to the Leave to File an Amended Complaint. Colloquy regarding scheduling. Court instructed parties to reach out to her Law Clerk regarding dates for the briefing schedule.;

01/09/2018

**CANCELED Motion for Leave** (10:30 AM) (Judicial Officer: Johnson, Susan)

Vacated - per Stipulation and Order

Plaintiff Horizon Holdings 2900, LLC's Motion for Leave to File An Amended Complaint

02/06/2018

**Motion For Reconsideration** (10:30 AM) (Judicial Officer: Johnson, Susan)

Plaintiff's Motion for Reconsideration and/or Rehearing of Defendants TAG Horizon Ridge and The Aligned Group's Motion to Dismiss

Motion Denied;

Journal Entry Details:

Arguments by Mr. Van and Mr. Cavanaugh regarding the merits of the Motion. Court advised it wanted to review the original Motion, Opposition, and Reply and **ORDERED, matter taken UNDER ADVISEMENT.**;

06/26/2018

**CANCELED Motion for Attorney Fees and Costs** (10:30 AM) (Judicial Officer: Johnson, Susan)

Vacated - per Stipulation and Order

Tag Horizon Ridge, LLC and the Aligned Group, LLC's Motion for Attorneys Fees and Costs

05/29/2018

Continued to 06/26/2018 - Stipulation and Order - Horizon Holdings 2900 LLC; Shea at Horizon Ridge Owners Association; Taylor Management Association

06/26/2018




**CANCELED Motion to Strike** (10:30 AM) (Judicial Officer: Johnson, Susan)

Vacated - per Stipulation and Order

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-17-758435-C**

	<p><i>Plaintiff's Motion to Strike and Retax Defendants' Memorandum of Fees and Costs</i>  <i>05/24/2018 Continued to 06/26/2018 - Stipulation and Order - Horizon Holdings 2900 LLC; Shea at Horizon Ridge Owners Association; Taylor Management Association</i></p>
11/06/2018	<p> <b>Motion for Leave</b> (8:30 AM) (Judicial Officer: Johnson, Susan)  <i>Plaintiff Horizon Holdings 2900 LLC's Motion for Leave to File Second Amended Complaint</i>            Granted in Part;            Journal Entry Details:  <i>Court noted Plaintiff wanted to bring in board members as defendants as well as a claim for conversion. Mr. Zimbelman reviewed the facts of the case. Colloquy regarding statute of limitation on conversion claim. Arguments by counsel regarding the merits of the Motion. COURT ORDERED, matter taken UNDER ADVISEMENT. Colloquy regarding other remedies.;</i></p>
01/30/2019	<p><b>CANCELED Status Check: Trial Readiness</b> (8:30 AM) (Judicial Officer: Johnson, Susan)  <i>Vacated - per Stipulation and Order</i></p>
05/08/2019	<p><b>CANCELED Pretrial/Calendar Call</b> (8:30 AM) (Judicial Officer: Johnson, Susan)  <i>Vacated - per Stipulation and Order</i></p>
05/20/2019	<p><b>CANCELED Bench Trial</b> (8:30 AM) (Judicial Officer: Johnson, Susan)  <i>Vacated - per Stipulation and Order</i></p>
07/10/2019	<p><b>CANCELED Status Check: Trial Readiness</b> (8:30 AM) (Judicial Officer: Johnson, Susan)  <i>Vacated - per Stipulation and Order</i>  <i>05/08/2019 Continued to 07/10/2019 - Stipulation and Order - Horizon Holdings 2900 LLC; Shea at Horizon Ridge Owners Association; Taylor Management Association</i></p>
08/21/2019	<p><b>CANCELED Pretrial/Calendar Call</b> (8:30 AM) (Judicial Officer: Johnson, Susan)  <i>Vacated - per Stipulation and Order</i></p>
09/03/2019	<p><b>CANCELED Bench Trial</b> (1:00 PM) (Judicial Officer: Johnson, Susan)  <i>Vacated - per Stipulation and Order</i></p>
09/18/2019	<p> <b>Status Check: Trial Readiness</b> (8:30 AM) (Judicial Officer: Johnson, Susan)            Matter Heard;            Journal Entry Details:  <i>Court advised counsel of their place on the trial stack. Mr. Zimbelman stated that he and Mr. Walters discussed moving the trial. Upon inquiry of the Court, Mr. Zimbelman stated that there were expert depositions left to be scheduled and both sides had pre-trial motions to file. Mr. Walters confirmed Mr. Zimbelman's representations. Counsel further confirmed that trial would take approximately one week to complete. COURT ORDERED, trial CONTINUED and advised that it would be the last continuance. 12/18/19 8:30 AM PRETRIAL/CALENDAR CALL 1/6/20 8:30 AM BENCH TRIAL;</i></p>
12/18/2019	<p> <b>Pretrial/Calendar Call</b> (8:30 AM) (Judicial Officer: Johnson, Susan)            Trial Date Set;            Journal Entry Details:  <i>Court advised counsel of their place on the trial stack and that the Court did not receive the Joint Pre-Trial Memo but that it should be provided with tabs and in binders. Colloquy regarding trial schedule. Counsel stated that they would need 5-8 days for trial. COURT ORDERED, MATTER SET FOR TRIAL. 2/3/20 8:30 AM BENCH TRIAL - FIRM SETTING;</i></p>
01/21/2020	<p><b>Motion for Partial Summary Judgment</b> (8:30 AM) (Judicial Officer: Johnson, Susan)  <i>Plaintiff Horizon Holdings 2900 LLC Motion for Partial Summary Judgment</i>  <i>01/07/2020 Continued to 01/21/2020 - Stipulation and Order - Horizon Holdings 2900 LLC; Shea at Horizon Ridge Owners Association; Taylor Management Association</i>            Denied;</p>

# CASE SUMMARY

CASE NO. A-17-758435-C

01/21/2020

**Motion for Summary Judgment (8:30 AM)** (Judicial Officer: Johnson, Susan)

*Defendant's Motion for Summary Judgment*

01/07/2020

*Continued to 01/21/2020 - Stipulation and Order - Horizon Holdings 2900 LLC; Shea at Horizon Ridge Owners Association; Taylor Management Association*

Granted;

01/21/2020



**All Pending Motions (8:30 AM)** (Judicial Officer: Johnson, Susan)

Matter Heard;

Journal Entry Details:

*PLTF'S MOTION FOR PARTIAL SUMMARY JUDGMENT...DEFT'S MOTION FOR SUMMARY JUDGMENT* Argument by counsel regarding defendant's motion. Court noted that its understanding was that the fourth and fifth causes of action, negligence and negligent undertaking, were the only remaining causes. Mr. Zimbelman confirmed that the plaintiff was abandoning those claims. Mr. Walters stated there was no opposition in dismissing the negligence claims the association also. COURT ORDERED, MOTION GRANTED as to the fourth and fifth causes of action and dismissed those against the association. Argument by counsel as to the remaining claims. Court advised counsel that it would like to hear testimony during trial and ORDERED remaining claims DENIED. Argument as to plaintiff's motion. COURT ORDERED, MOTION DENIED and directed counsel to draft their own orders. ;

02/03/2020



**Bench Trial (8:30 AM)** (Judicial Officer: Johnson, Susan)

**02/03/2020-02/07/2020, 02/11/2020-02/12/2020**

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Decision Pending;

Journal Entry Details:

*Colloquy regarding admitted exhibits. Both sides rested and completed their closing arguments. Court advised counsel that a decision will issue via minute order. ;*

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Decision Pending;

Journal Entry Details:

*Testimony and exhibits presented. (See worksheets) COURT ORDERED, TRIAL CONTINUED. CONTINUED TO: 2/12/20 10:00 AM;*

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Decision Pending;

Journal Entry Details:

*Mr. Schumacher advised that Ms. Chien was not available until 02/10/20. Discussion regarding scheduling issues. Testimony and Exhibits presented. (See worksheets). Evening recess. 02/11/2020 1:00 PM BENCH TRIAL;*

Trial Continues;

Trial Continues;

Trial Continues;


Trial Continues;

Trial Continues;

Trial Continues;

# CASE SUMMARY



CASE NO. A-17-758435-C

	<p>Decision Pending; Journal Entry Details: <i>JURY PRESENT</i> Testimony and exhibits presented. (See worksheets) Plaintiff rested. Court admonished and excused the Jury for the evening recess. <i>OUTSIDE THE PRESENCE OF THE JURY</i> Mt. Schumacher moved for a verdict in favor of the defendant and argued the rule 52 Motion. <i>COURT ORDERED, MOTION DENIED. COURT ORDERED, TRIAL CONTINUED. CONTINUED TO: 2/7/20 8:30 AM ;</i></p> <p>Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Decision Pending; Journal Entry Details: <i>Mr. Zimbelman stated that the witness went down to the City of Henderson and got the plans for what would be considered building one. Argument by counsel. Court TRAILED matter to consider counsel's request. MATTER RECALLED</i> Court advised counsel that it would like to have a rule 37 hearing on the matter and directed counsel to notify witnesses. <i>MATTER TRAILED MATTER RECALLED</i> Further testimony heard and exhibits presented as to the rule 37 hearing. <i>COURT ORDERED, any reference to the plans for building one EXCLUDED as they were not produced in discovery. Trial testimony and presentation of exhibits continued. COURT ORDERED, TRIAL CONTINUED. CONTINUED TO: 2/7/20 8:30 AM ;</i></p> <p>Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Decision Pending; Journal Entry Details: <i>Testimony and exhibits presented. (See worksheets) Argument regarding the plaintiff having two experts opining on the same issues. COURT ORDERED, TRIAL CONTINUED. CONTINUED TO: 2/5/20 9:30 AM;</i></p> <p>Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Decision Pending; Journal Entry Details: <i>Parties discussed their agreed upon joint exhibits. Openings by counsel. Testimony and exhibits presented. (See worksheets) COURT ORDERED, TRIAL CONTINUED. CONTINUED TO: 2/4/20 1:00 PM;</i></p>
02/11/2020	<p><b>CANCELED Bench Trial</b> (1:00 PM) (Judicial Officer: Johnson, Susan) <i>Vacated - Duplicate Entry</i></p>
04/14/2020	<p><b>Motion for Attorney Fees</b> (8:30 AM) (Judicial Officer: Johnson, Susan) <i>Taylor Association Management's Motion for Attorneys' Fees and Interest</i></p> <p><b>MINUTES</b> Denied;</p> <p><b>SCHEDULED HEARINGS</b>  <b>All Pending Motions</b> (04/14/2020 at 8:30 AM) (Judicial Officer: Johnson, Susan)</p>
04/14/2020	<p><b>Motion to Retax</b> (8:30 AM) (Judicial Officer: Johnson, Susan) <i>Plaintiff's Motion to Re-tax Costs</i> Granted in Part;</p>

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-17-758435-C**

04/14/2020	 <b>All Pending Motions</b> (8:30 AM) (Judicial Officer: Johnson, Susan) Matter Heard; Journal Entry Details: <i>TAYLOR ASSOCIATION MANAGEMENT'S MOTION FOR ATTORNEYS' FEES AND INTEREST...PLAINTIFF'S MOTION TO RE-TAX COSTS. Argument by counsel as to the Motion for Attorneys' Fees and Interest. COURT ORDERED, MOTION FOR ATTORNEYS' FEES and INTEREST, DENIED. Argument by counsel as to the Motion to Re-tax Costs. Court took MATTER UNDER ADVISEMENT to look at the costs. ;</i>
08/11/2020	 <b>Motion for Attorney Fees and Costs</b> (8:30 AM) (Judicial Officer: Johnson, Susan) <i>Shea at Horizon Ridge Owners Association's Motion for Attorney's Fees, Costs and Interest 07/14/2020 Continued to 08/11/2020 - Stipulation and Order - Horizon Holdings 2900 LLC; Shea at Horizon Ridge Owners Association; Taylor Management Association</i>  Granted in Part; Journal Entry Details: <i>Counsel appearing remotely via Bluejeans. Argument by counsel. Court advised counsel that a thorough review of the pleadings will need to be done and ORDERED, MATTER TAKEN UNDER ADVISEMENT. ;</i>

DATE

FINANCIAL INFORMATION

<b>Third Party Plaintiff</b> First American Exchange Group LLC	
Total Charges	358.00
Total Payments and Credits	358.00
<b>Balance Due as of 11/24/2020</b>	<b>0.00</b>
<b>Third Party Defendant</b> Tag Fund I LLC	
Total Charges	223.00
Total Payments and Credits	223.00
<b>Balance Due as of 11/24/2020</b>	<b>0.00</b>
<b>Cross Defendant</b> Tag Horizon Ridge LLC	
Total Charges	253.00
Total Payments and Credits	253.00
<b>Balance Due as of 11/24/2020</b>	<b>0.00</b>
<b>Defendant</b> Shea at Horizon Ridge Owners Association	
Total Charges	719.50
Total Payments and Credits	719.50
<b>Balance Due as of 11/24/2020</b>	<b>0.00</b>
<b>Defendant</b> Taylor Management Association	
Total Charges	28.00
Total Payments and Credits	28.00
<b>Balance Due as of 11/24/2020</b>	<b>0.00</b>
<b>Plaintiff</b> Horizon Holdings 2900 LLC	
Total Charges	533.00
Total Payments and Credits	533.00
<b>Balance Due as of 11/24/2020</b>	<b>0.00</b>
<b>Plaintiff</b> Horizon Holdings 2900 LLC	
Appeal Bond Balance as of 11/24/2020	<b>500.00</b>



## DISTRICT COURT CIVIL COVER SHEET

A-17-758435-C

County, Nevada

Case No.

Department 22

(Assigned by Clerk's Office)

**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):	Defendant(s) (name/address/phone):
Horizon Holdings 2900, LLC	Shea at Horizon Ridge Owners Association, et al.
2900 W. Horizon Ridge Pkwy, Suite 101	259 N. Pecos Road, Suite 100
Henderson, Nevada 89052	Henderson, Nevada 89074
702-630-0895	
Attorney (name/address/phone):	Attorney (name/address/phone):
Shumway Van - Michael C. Van, Esq.	William Paul Wright, Esq.
8985 S. Eastern Ave., Suite 100	7065 West Ann Road, Suite 130-663
Las Vegas, Nevada 89123	Las Vegas, Nevada 89130
702-478-7770	702-776-7257

**II. Nature of Controversy** (please select the one most applicable filing type below)**Civil Case Filing Types**

<b>Real Property</b> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Negligence</b> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<b>Torts</b> <b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
<b>Probate</b> <b>Probate</b> (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate <b>Estate Value</b> <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<b>Construction Defect &amp; Contract</b> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input checked="" type="checkbox"/> Other Contract	<b>Judicial Review/Appeal</b> <b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
<b>Civil Writ</b> <b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		<b>Other Civil Filing</b> <b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

7/14/17  
Date
  
 Signature of initiating party or representative

See other side for family-related case filings.

1 **ORDR**

2 **DISTRICT COURT**

3 **CLARK COUNTY, NEVADA**

4  
5 **HORIZON HOLDINGS 2900, LLC, a**  
6 **Nevada limited liability company,**

7 **Plaintiff,**

8 **Vs.**

9 **SHEA AT HORIZON RIDGE OWNERS**  
10 **ASSOCIATION, a Domestic Non-Profit**  
11 **Corporation; TAYLOR MANAGEMENT**  
12 **ASSOCIATION, a Nevada Limited-**  
13 **Liability Company,**

14 **Defendants.**

**Case No. A-17-758435-C**  
**Dept. No. XXII**

15 **ORDER RE: DEFENDANT SHEA AT HORIZON RIDGE OWNERS ASSOCIATION'S**  
16 **MOTION FOR ATTORNEY'S FEES, COSTS AND INTEREST**

17 This matter concerning Defendant SHEA AT HORIZON RIDGE OWNERS'  
18 ASSOCIATION'S Motion for Attorney's Fees, Costs and Interest filed June 12, 2020 came on for  
19 hearing on the 11<sup>th</sup> day of August 2020 at 8:30 a.m. before Department XXII of the Eighth Judicial  
20 District Court, in and for Clark County, Nevada, with JUDGE SUSAN JOHNSON presiding;  
21 Plaintiff HORIZON HOLDINGS 2900, LLC appeared by and through its attorneys, ERIC B.  
22 ZIMBELMAN, ESQ. of the law firm, PEEL BRIMLEY, and MATTHEW D. EKINS, ESQ. and  
23 NATHAN E. LAWRENCE, ESQ. of the law firm, GALLIAN WELKER & BECKSTROM; and  
24 Defendant SHEA AT HORIZON RIDGE OWNERS' ASSOCIATION appeared by and through its  
25 attorney, BRIAN K. WALTERS, ESQ. of the law firm, GORDON REES SCULLY  
26 MANSUKHANI. Having reviewed the papers and pleadings on file herein, heard oral  
27 ...  
28



arguments of the attorneys and taken this matter under advisement, this Court makes the following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT AND PROCEDURAL HISTORY**

1. As set forth within its Second Amended Complaint filed November 28, 2018,<sup>1</sup> Plaintiff HORIZON HOLDINGS 2900, LLC sued Defendants SHEA AT HORIZON RIDGE OWNERS' ASSOCIATION (also referred to herein as the "ASSOCIATION") and its property manager, TAYLOR ASSOCIATION MANAGEMENT (also referred to herein as "TAM"), as a result of problems it has experienced with the heating, ventilation and air conditioning (also referred to as "HVAC") system located within its office unit in the common-interest community since Plaintiff assumed ownership thereof in early 2015. Plaintiff's causes of action lodged against these Defendants included: (1) breach of contract (against the ASSOCIATION only), (2) breach of good faith and fair dealing (against the ASSOCIATION only), (3) declaratory relief (against the ASSOCIATION only), (4) negligence (against both Defendants) and (5) negligent undertaking (against TAM only).

2. On August 16, 2019, the ASSOCIATION and TAM served their Offer of Judgment upon HORIZON HOLDINGS 2900, LLC, offering to allow judgment to be taken in favor of Plaintiff as against Defendants "in the total amount of FORTY THOUSAND DOLLARS (\$40,000.00) inclusive of costs and attorney's fees incurred to date, in accordance with Rule 68 of the Nevada Rules of Civil Procedure."<sup>2</sup> Plaintiff did not accept that Offer within the time frame set forth by NRCP 68.

3. On November 12, 2019, TAM and the ASSOCIATION filed their Motion for Summary Judgment seeking dismissal of the Second Amended Complaint in its entirety based upon

---

<sup>1</sup>This case was originally instituted against, *inter alia*, the ASSOCIATION and TAM on July 14, 2017.

<sup>2</sup>See Exhibit C, Offer of Judgment, submitted in support of Defendant's Motion for Attorney's Fees, Costs and Interest filed June 12, 2020.

1 their affirmative defenses asserting HORIZON HOLDINGS 2900, LLC failed to mitigate its  
2 damages. Separately, these Defendants sought summary judgment with respect to the negligence  
3 and negligent undertaking claims contained in the Fourth and Fifth Claims for Relief upon the bases  
4 (1) Plaintiff's claims are precluded by the economic loss doctrine, (2) TAM owed no independent  
5 duty of care to HORIZON HOLDINGS 2900, LLC and (3) TAM did not render any services to  
6 HORIZON HOLDINGS 2900, LLC.

7  
8 **4.** On January 21, 2020, this Court heard Defendants' Motion for Summary Judgment.  
9 At that hearing, HORIZON HOLDINGS 2900, LLC conceded the Fourth and Fifth Causes of Action  
10 in favor of both the ASSOCIATION and TAM. Given the points and authorities set forth within  
11 Defendants' motion as well as Plaintiff's concession, this Court granted Defendants' motion as it  
12 sought judgment in their favor concerning the claims for negligence and negligent undertaking. It  
13 denied Defendants' motion as it addressed Plaintiff's failure to mitigate its damages. While this  
14 Court's decision did not wholly resolve all of Plaintiff's causes of action by summary judgment, it  
15 did determine there was no remaining claim against the ASSOCIATION'S property manager, TAM.  
16 The Order, granting in part, denying in part, Defendants' Motion for Summary Judgment, was filed  
17 February 4, 2020; the Notice of Entry of Order was filed the same day.

18  
19 **5.** Thereafter, the first three causes of action lodged by HORIZON HOLDINGS 2900,  
20 LLC against the ASSOCIATION were tried before the Court for eight (8) days from February 3 to  
21 12, 2020. On May 26, 2020, this Court issued its 33-page Findings of Fact, Conclusions of Law  
22 and Judgment, finding in favor of the ASSOCIATION as against HORIZON HOLDINGS 2900,  
23 LLC.

24  
25 **6.** The ASSOCIATION now moves for reimbursement of its attorneys' fees, costs and  
26 interest incurred in the defense of this matter upon the basis the Declaration of Commercial Office  
27 Subdivision Covenants, Conditions & Restrictions and Reservations of Easements (hereinafter  
28

1 referred to as “CC&Rs”) recorded against the commercial subdivision on May 27, 2005, Section  
2 16.4(b), provide any judgment rendered in any action or proceeding to decide material breach of any  
3 CC&Rs’ provisions shall include attorneys’ fees in such amount as the court may deem reasonable  
4 in favor of the prevailing party.<sup>3</sup> In this case, the ASSOCIATION was the prevailing party.  
5 Notwithstanding such provision, the ASSOCIATION argues it prevailed with respect to its  
6 \$40,000.00 Offer of Judgment served August 16, 2019, and therefore, it is entitled to reimbursement  
7 of its attorneys’ fees and costs incurred from the time the Offer was made. Further, in addition to  
8 the attorneys’ fees, costs and interest it seeks on its own behalf, the ASSOCIATION moves this  
9 Court for reimbursement of attorneys’ fees, costs and interest it incurred in defending its property  
10 manager, TAM; the ASSOCIATION was contractually obligated to indemnify and/or defend TAM  
11 in the lawsuit filed by HORIZON HOLDINGS 2900, LLC. All in all, the ASSOCIATION seeks  
12 \$321,472.00<sup>4</sup> in attorney’s fees, \$42,143.78 in costs, and pre-judgment interest accruing on the costs.  
13

14  
15 **6.** HORIZON HOLDINGS 2900, LLC opposes the motion upon the bases (1) the  
16 ASSOCIATION did not incur the attorney’s fees; these charges were billed to another entity that is  
17 not a party to the action, (2) the ASSOCIATION’S Offer of Judgment is invalid as it “was nothing  
18 more than an unreasonable settlement offer masquerading as a Rule 68 Offer of Judgment because it  
19 required Plaintiff to enter into a settlement agreement of vague and indeterminate terms[,]” (3) to the  
20 extent this Court contemplates an award of attorney’s fees, it should deny all those attributable to  
21 TAM whose own motion for attorney’s fees was denied, (4) the ASSOCIATION offers no authority  
22 for the proposition it may seek an award of fees and costs for defending TAM pursuant to their  
23 indemnification contract, and (5) if this Court is inclined to consider the ASSOCIATION’S motion,  
24 fees should be denied or severely reduced because it failed to (i) apportion its fees between it and  
25

26  
27  
28 <sup>3</sup>See Exhibit A, CCRs, submitted in support of Defendant’s Motion for Attorney’s Fees, Costs and Interest.

<sup>4</sup>Of this amount, \$213,915.50 was incurred after the Offer of Judgment was made.

1 TAM, (ii) demonstrate which fees are applicable to claims on which the ASSOCIATION was the  
2 prevailing party and (iii) otherwise demonstrate the fees requested are reasonable.

### 3 CONCLUSIONS OF LAW

#### 4 Attorney's Fees

5 1. Generally speaking, the district court may not award attorney fees absent authority  
6 under a statute, rule, or contract. *See Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 132 P.3d  
7 1022, 1028 (2006), *citing State Department of Human Resources v. Fowler*, 109 Nev. 782, 784, 858  
8 P.2d 375, 376 (1993). In this case, HORIZON HOLDINGS 2900, LLC sued the ASSOCIATION,  
9 alleging, *inter alia*, breach of contract or the CC&Rs.<sup>5</sup> The ASSOCIATION now seeks  
10 reimbursement of attorney fees based upon the CC&Rs, particularly Section 16.4(b), as well as  
11 NRCP 68.  
12

13 2. Section 16.4 of the relevant CC&Rs provides in salient part:  
14

15 **Section 16.4 Enforcement.** Subject to Sections 16.15 and 16.16 below, this  
16 Declaration may be enforced by each and every Owner as follows:

17 . . .

18 (b) Material breach of any of the provisions contained in the Declaration  
19 and the continuation of any such breach may be enjoined, abated or remedied by  
20 appropriate legal or equitable proceedings instituted, in compliance with applicable  
21 Nevada law, by any Owner, including Declarant so long as Declarant owns a Unit by  
22 the Association, or by the successors-in-interest of the Association. *Any judgment  
23 rendered in any action or proceeding pursuant hereto shall include a sum for  
24 attorneys' fees in such amount as the court may deem reasonable, in favor of the  
25 prevailing party, as well as the amount of any delinquent payment, interest thereon,  
26 costs of collection and court costs.* Each Owner shall have a right of action against  
27 any other Owner for any unreasonable and continuing failure to comply with  
28 material and substantial provisions of this Declaration. (Emphasis added)

Here, both the unit owner, HORIZON HOLDINGS 2900, LLC, and the ASSOCIATION agreed, by  
virtue of the CC&Rs, material breach of any provision may be remedied by appropriate legal or

---

<sup>5</sup>As set forth within the Findings of Fact, Conclusions of Law and Judgment filed May 26, 2020, pp. 25-26, this Court accepted the premise CC&Rs can impose contractual obligations upon both the association and unit owner.

1 equitable proceedings instituted by any owner. The CC&Rs clearly and unambiguously provided  
2 any judgment rendered in an action or proceeding brought pursuant to the CC&Rs' Section 16.4(b)  
3 *shall* include a sum for attorneys' fees in an amount the court may deem reasonable. Hence, not  
4 only does this Court have authority to award attorney's fees, the parties specifically agreed any  
5 judgment rendered *shall* or must include reasonable fees and costs.

6  
7 **3.** Generally speaking, in determining the reasonableness of attorney's fees sought, the  
8 Court must consider the factors set forth in the case, Brunzell v. Golden Gate National Bank, 85  
9 Nev. 345, 349, 455 P.2d 31, 33 (1969), which include:

10 (1) the qualities of the advocate; his ability, training, education, experience,  
11 professional standing and skill;

12 (2) the character of the work to be done: its difficulty, intricacy, importance, the  
13 time and skill required, the responsibility imposed and the prominence and character of the  
14 parties when they affect the importance of litigation;

15 (3) the work actually performed by the lawyer: the skill, time and attention given  
16 to the work; and

17 (4) the result: whether the attorney was successful and what benefits were  
18 derived.  
19

20  
21 **4.** With respect to the first factor, there is no question the qualities of the attorneys,  
22 GORDON REES SCULLY MANSUKHANI, and particularly, ROBERT E. SCHUMACHER, ESQ.  
23 and BRIAN K. WALTERS, ESQ., of whom this Court mostly dealt, are excellent. MR.  
24 SCHUMACHER is the managing partner of the law firm's Las Vegas office, and as set forth on  
25 page 15 of the Motion for Attorneys' Fees, he has over twenty-nine (29) years of legal experience.  
26 His co-counsel, MR. WALTERS, is Senior Counsel with the law firm and has over fourteen (14)  
27 years of legal experience. Both of these lawyers have significant experience dealing with  
28

1 constructional defect cases, which include those involving HVAC systems. They have appeared  
2 numerous times in unrelated matters before this Court since 2007 and have exhibited their  
3 professional standing, skill and experience on each occasion. This Court finds both these lawyers  
4 have the requisite ability, training, education, experience, professional standing and skill to defend  
5 this case, and thus, concludes the first Brunzell factor is met.

6  
7 5. The second factor to be considered is the character of the work to be done: its  
8 difficulty, intricacy, importance, the time and skill required, the responsibility imposed and the  
9 prominence and character of the parties when they affect the importance of litigation. Here, the  
10 ASSOCIATION'S legal work involved analysis of the CC&Rs as they applied to the parties' rights  
11 and responsibilities regarding the HVAC structure in question, the actual mechanism of the entire  
12 building's HVAC and the problems with the system including the causes. As a consequence, the  
13 legal work also encompassed the retention and use of mechanical and electrical engineering experts  
14 in the investigation as well as in the trial work. The parties engaged in extensive discovery as well  
15 as motion practice for about two and one-half years before the eight-day bench trial, which also  
16 involved significant preparation. In summary, the work was difficult, intricate and required the  
17 lawyers' substantial time and skill. In addition, the matter was hotly contested between the parties,  
18 affecting the importance of this litigation. In sum, this Court concludes the second Brunzell factor is  
19 met.  
20

21  
22 6. A review of the attorneys' itemized billing demonstrates the third Brunzell factor is  
23 also met. The work was performed by both lawyers and their paralegals where appropriate. The  
24 lawyers' billing rate of \$270.00 is not only reasonable, but low given the attorneys' experience and  
25 the prevailing charges of similar work within the Clark County community. The paralegal's hourly  
26 rate of \$125.00 is also reasonable in light of the prevailing charges within the greater Las Vegas  
27 valley. With the aforementioned said, this Court noted the billing also showed some double entries,  
28

1 duplicative work such as where two lawyers reviewed the same documents, entries that were so  
2 redacted one could not ascertain what legal work was performed, charges for work conducted on  
3 behalf of TAM, drafts of documents never filed, scan of paperwork for internal office record-  
4 keeping and extensive reporting to the insurance carrier for which, in this Court's view, Plaintiff  
5 should not be charged.

6  
7 7. The attorneys were successful in that they obtained a defensive judgment in favor of  
8 the ASSOCIATION. All in all, this Court concludes of the \$321,472.00 sought by the  
9 ASSOCIATION, \$234,470.00 was reasonably and necessarily charged. This Court, therefore,  
10 awards the ASSOCIATION \$234,470.00 in attorneys' fees as against HORIZON HOLDINGS 2900,  
11 LLC pursuant to the CC&Rs' Section 16.4(b).

12  
13 8. Notably, the ASSOCIATION proposed it should also be awarded attorneys' fees it  
14 incurred in defending its property manager, TAM, as such was agreed upon by them in their  
15 property management contract. This Court declines to do so for at least a couple of reasons. *First*,  
16 HORIZON HOLDINGS 2900, LLC is not a party to that property management contract and,  
17 presumably, had no notice of the "hold harmless" and "defend" provision. That is, while HORIZON  
18 HOLDINGS 2900, LLC was aware of CC&Rs' Section 16.4(b) and thus, the risk it would be  
19 assessed the ASSOCIATION'S attorneys' fees in the event it did not prevail in the litigation, it  
20 could not have contemplated it would also be responsible for the ASSOCIATION'S indemnifying  
21 the property manager for attorneys' fees. *Second*, Section 16.4(b) contemplates litigation in the  
22 event of a material breach of the CC&Rs; here, not only is TAM not a party to the CC&Rs, and thus,  
23 not entitled to its benefits such as for reimbursement of reasonable attorneys' fees and costs,<sup>6</sup> but  
24 also, it was not sued for breach of contract. The causes of action lodged against it were for  
25  
26

27  
28 <sup>6</sup>Likewise, if HORIZON HOLDINGS 2900, LLC had been the prevailing party as against TAM, it would not  
have been able to retrieve attorneys' fees against the property manager by virtue of the CC&Rs.

9. HORIZON HOLDINGS 2900, LLC argues it should not be assessed any attorneys’ fees as another entity actually incurred the ASSOCIATION’S defense expenses. In this Court’s view, it matters not that a liability insurance carrier assumed the ASSOCIATION’S defense. HORIZON HOLDINGS 2900, LLC is not entitled to the benefit of the ASSOCIATION’S forethought in paying premiums and acquiring liability insurance. If the ASSOCIATION had not done so, it necessarily would have incurred such attorneys’ fees and litigation costs.

### Litigation Costs

...



12. NRS 18.005 defines the “costs” recoverable by the prevailing party. They include:

1. Clerk’s fees.
2. Reporters’ fees for depositions, including a reporter’s fee for one copy of each deposition.
3. Jurors’ fees and expenses, together with reasonable compensation of an officer appointed to act in accordance with NRS 16.120.
4. Fees for witnesses at trial, pretrial hearings and deposing witnesses, unless the court finds that the witness was called at the instance of the prevailing party without reason or necessity.
5. Reasonable fees of not more than five expert witnesses in an amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining that the circumstances surrounding the expert’s testimony were of such necessity as to require the larger fee.
6. Reasonable fees of necessary interpreters.
7. The fee of any sheriff or licensed process server for the delivery or service of any summons or subpoena used in the action, unless the court determines that the service was not necessary.
8. Compensation for the official reporter or reporter pro tempore.
9. Reasonable costs for any bond or undertaking required as part of the action.
10. Fees of a court bailiff or deputy marshal who was required to work overtime.
11. Reasonable costs for telecopies.
12. Reasonable costs for photocopies.
13. Reasonable costs for long distance telephone calls.
14. Reasonable costs for postage.
15. Reasonable costs for travel and lodging incurred taking depositions and conducting discovery.
16. Fees charged pursuant to NRS 19.0335.
17. Any other reasonable and necessary expense incurred in connection with the action, including reasonable and necessary expenses for computerized services for legal research.

13. NRS 18.110 sets forth the procedure by which the prevailing party seeks reimbursement of its taxable costs:

1. The party in whose favor judgment is rendered, and who claims costs, must file with the clerk, and serve a copy upon the adverse party, within 5 days after the entry of judgment, or such further time as the court or judge may grant, a memorandum of the items of the costs in the action or proceeding, which memorandum must be verified by the oath of the party, or the party’s attorney or agent, or by the clerk of the party’s attorney, stating that to the best of his or her knowledge and belief the items are correct, and that the costs have been necessarily incurred in the action or proceeding.

...

4. Within 3 days after service of a copy of the memorandum, the adverse party may move the court, upon 2 days’ notice, to retax and settle the costs, notice of which motion

shall be filed and served on the prevailing party claiming costs. Upon the hearing of the motion the court or judge shall settle the costs.

14. As noted above, the ASSOCIATION seeks reimbursement of \$42,143.78 in costs as set forth within its Memorandum of Costs and Disbursements filed June 1, 2020, which was the same day notice of entry of judgment was filed:

Court Fees	\$ 352.75
Court Reporter-Deposition Transcripts	4,373.22
Witness Fees	2,962.40
Expert Witness Fees	18,715.96
Process Server	422.50
Official Court Reporter/Recorder	9,096.71
Photocopies (Outside Printing/Copying)	2,457.04
Long Distance Telephone	10.65
Postage/Shipping	58.74
Mediation Service	<u>3,676.29</u>
<b>Total:</b>	<b><u>\$42,143.78</u></b>

HORIZON HOLDINGS 2900, LLC never challenged these costs by way of a motion to re-tax. *See* NRS 18.110(4). With that said, this Court declines the ASSOCIATION'S request for an award of mediation fees as such were spent in efforts to resolve the matter outside of the courthouse; they are not costs necessarily incurred in litigation. This Court therefore awards the ASSOCIATION \$38,467.49 in taxable costs.

Accordingly, based upon the foregoing Findings of Fact and Conclusions of Law,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** Defendant SHEA AT HORIZON RIDGE OWNERS' ASSOCIATION'S Motion for Attorney's Fees, Costs and Interest filed June 12, 2020 is granted in part, denied in part. Of the \$321,472.00 attorneys' fees sought, this Court concludes \$234,470.00 was reasonably and necessarily incurred, and thus, awards \$234,470.00 to Defendant SHEA AT HORIZON RIDGE OWNERS' ASSOCIATION as against HORIZON HOLDINGS 2900, LLC pursuant to Section 16.4(b) of the pertinent CC&Rs. This Court also awards the ASSOCIATION \$38,467.49 as reasonable, taxable costs.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** Defendant shall receive no award of pre-judgment interest; however, post-judgment interest shall accrue at the legal rate of interest as set forth in NRS 99.040 until the attorneys' fees and costs set forth above are paid or otherwise satisfied.

**Dated this 19th day of November, 2020**

Jessie Johnson

SUSAN H. JOHNSON, DISTRICT COURT JUDGE

75A D15 0F46 84DF  
Susan Johnson  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Horizon Holdings 2900 LLC,  
Plaintiff(s)

CASE NO: A-17-758435-C

7 vs.

DEPT. NO. Department 22

8  
9 Shea at Horizon Ridge Owners  
Association, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

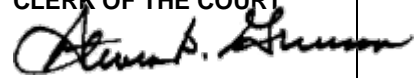
15 Service Date: 11/19/2020

16 Rosey Jeffrey	rjeffrey@peelbrimley.com
17 Terri Hansen	thansen@peelbrimley.com
18 Amanda Armstrong	aarmstrong@peelbrimley.com
19 Eric Zimbelman	ezimbelman@peelbrimley.com
20 Brian Walters	bwalters@grsm.com
21 Brian Walters	bwalters@grsm.com
22 Robert Schumacher	rschumacher@grsm.com
23 Sean Owens	sowens@grsm.com
24 Cristina Pagaduan	cpagaduan@grsm.com
25 Andrea Montero	amontero@grsm.com

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Debbie Kingham	dkingham@grsm.com
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*Attorneys for Defendants*  
*Shea at Horizon Ridge Owners Association and Taylor Association Management*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

HORIZON HOLDINGS 2900, LLC, a Nevada ) CASE NO. A-17-758435-C  
limited liability company; ) DEPT. NO.: XXII

Plaintiff, )

vs. )

SHEA AT HORIZON RIDGE OWNERS )  
ASSOCIATION, a Domestic Non-Profit )  
Corporation, TAYLOR MANAGEMENT )  
ASSOCIATION, a Nevada Limited-Liability )  
Company; )

Defendants. )

**NOTICE OF ENTRY OF ORDER RE  
DEFENDANT SHEA AT HORIZON  
RIDGE OWNERS ASSOCIATION'S  
MOTION FOR ATTORNEY'S FEES,  
COSTS AND INTEREST**

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**NOTICE OF ENTRY OF ORDER RE DEFENDANT SHEA AT HORIZON RIDGE  
OWNERS ASSOCIATION'S MOTION FOR ATTORNEY'S FEES, COSTS AND  
INTEREST**

PLEASE TAKE NOTICE that on November 19, 2020 an **ORDER RE DEFENDANT  
SHEA AT HORIZON RIDGE OWNERS ASSOCIATION'S MOTION FOR  
ATTORNEY'S FEES, COSTS AND INTEREST** was entered in the above-entitled matter, a  
copy of which is attached hereto as **Exhibit "1."**

DATED this 19<sup>th</sup> day of November 2020.

**GORDON REES SCULLY  
MANSUKHANI LLP**

*/s/ Robert E. Schumacher*

ROBERT E. SCHUMACHER, ESQ.

Nevada Bar No. 7504

BRIAN K. WALTERS, ESQ.

Nevada Bar No. 9711

300 South 4th Street, Suite 1550

Las Vegas, NV 89101

*Attorneys for Defendants,*

*Shea at Horizon Ridge Owners*

*Association and Taylor Management*

*Association*

Gordon Rees Scully Mansukhani, LLP  
300 S. 4th Street, Suite 1550  
Las Vegas, NV 89101

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 19<sup>th</sup> day of November 2020, I served a true and correct copy of **NOTICE OF ENTRY OF ORDER RE DEFENDANT SHEA AT HORIZON RIDGE OWNERS ASSOCIATION'S MOTION FOR ATTORNEY'S FEES, COSTS AND INTEREST** via the Court's Electronic Filing/Service system upon all parties on the E-Service Master List as follows:

Eric Zimbelman, Esq.  
**PEEL BRIMLEY, LLP**  
3333 E. Serene Avenue, Suite 200  
Henderson, Nevada 89074  
Email: [ezimbelman@peelbrimley.com](mailto:ezimbelman@peelbrimley.com)

Matthew D. Ekins, Esq.  
Nathan E. Lawrence, Esq.  
**GALLIAN WELKER & BECKSTROM, L.C.**  
540 East St. Louis Avenue  
Las Vegas, Nevada 89104  
*Attorneys for Plaintiff*  
*Horizon Holdings 2900, LLC*

/s/ Andrea Montero  
An employee of Gordon Rees Scully  
Mansukhani LLP



**EXHIBIT 1**

**EXHIBIT 1**

1 **ORDR**

2 **DISTRICT COURT**

3 **CLARK COUNTY, NEVADA**

4  
5 **HORIZON HOLDINGS 2900, LLC, a**  
6 **Nevada limited liability company,**

**Case No. A-17-758435-C**  
**Dept. No. XXII**

7 **Plaintiff,**

8 **Vs.**

9 **SHEA AT HORIZON RIDGE OWNERS**  
10 **ASSOCIATION, a Domestic Non-Profit**  
11 **Corporation; TAYLOR MANAGEMENT**  
12 **ASSOCIATION, a Nevada Limited-**  
13 **Liability Company,**

14 **Defendants.**

15 **ORDER RE: DEFENDANT SHEA AT HORIZON RIDGE OWNERS ASSOCIATION'S**  
16 **MOTION FOR ATTORNEY'S FEES, COSTS AND INTEREST**

17 This matter concerning Defendant SHEA AT HORIZON RIDGE OWNERS'  
18 ASSOCIATION'S Motion for Attorney's Fees, Costs and Interest filed June 12, 2020 came on for  
19 hearing on the 11<sup>th</sup> day of August 2020 at 8:30 a.m. before Department XXII of the Eighth Judicial  
20 District Court, in and for Clark County, Nevada, with JUDGE SUSAN JOHNSON presiding;  
21 Plaintiff HORIZON HOLDINGS 2900, LLC appeared by and through its attorneys, ERIC B.  
22 ZIMBELMAN, ESQ. of the law firm, PEEL BRIMLEY, and MATTHEW D. EKINS, ESQ. and  
23 NATHAN E. LAWRENCE, ESQ. of the law firm, GALLIAN WELKER & BECKSTROM; and  
24 Defendant SHEA AT HORIZON RIDGE OWNERS' ASSOCIATION appeared by and through its  
25 attorney, BRIAN K. WALTERS, ESQ. of the law firm, GORDON REES SCULLY  
26 MANSUKHANI. Having reviewed the papers and pleadings on file herein, heard oral  
27 ...  
28

SUSAN H. JOHNSON  
DISTRICT JUDGE  
DEPARTMENT XXII

arguments of the attorneys and taken this matter under advisement, this Court makes the following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT AND PROCEDURAL HISTORY**

1. As set forth within its Second Amended Complaint filed November 28, 2018,<sup>1</sup> Plaintiff HORIZON HOLDINGS 2900, LLC sued Defendants SHEA AT HORIZON RIDGE OWNERS' ASSOCIATION (also referred to herein as the "ASSOCIATION") and its property manager, TAYLOR ASSOCIATION MANAGEMENT (also referred to herein as "TAM"), as a result of problems it has experienced with the heating, ventilation and air conditioning (also referred to as "HVAC") system located within its office unit in the common-interest community since Plaintiff assumed ownership thereof in early 2015. Plaintiff's causes of action lodged against these Defendants included: (1) breach of contract (against the ASSOCIATION only), (2) breach of good faith and fair dealing (against the ASSOCIATION only), (3) declaratory relief (against the ASSOCIATION only), (4) negligence (against both Defendants) and (5) negligent undertaking (against TAM only).

2. On August 16, 2019, the ASSOCIATION and TAM served their Offer of Judgment upon HORIZON HOLDINGS 2900, LLC, offering to allow judgment to be taken in favor of Plaintiff as against Defendants "in the total amount of FORTY THOUSAND DOLLARS (\$40,000.00) inclusive of costs and attorney's fees incurred to date, in accordance with Rule 68 of the Nevada Rules of Civil Procedure."<sup>2</sup> Plaintiff did not accept that Offer within the time frame set forth by NRCP 68.

3. On November 12, 2019, TAM and the ASSOCIATION filed their Motion for Summary Judgment seeking dismissal of the Second Amended Complaint in its entirety based upon

---

<sup>1</sup>This case was originally instituted against, *inter alia*, the ASSOCIATION and TAM on July 14, 2017.

<sup>2</sup>See Exhibit C, Offer of Judgment, submitted in support of Defendant's Motion for Attorney's Fees, Costs and Interest filed June 12, 2020.

1 their affirmative defenses asserting HORIZON HOLDINGS 2900, LLC failed to mitigate its  
2 damages. Separately, these Defendants sought summary judgment with respect to the negligence  
3 and negligent undertaking claims contained in the Fourth and Fifth Claims for Relief upon the bases  
4 (1) Plaintiff's claims are precluded by the economic loss doctrine, (2) TAM owed no independent  
5 duty of care to HORIZON HOLDINGS 2900, LLC and (3) TAM did not render any services to  
6 HORIZON HOLDINGS 2900, LLC.

7  
8 **4.** On January 21, 2020, this Court heard Defendants' Motion for Summary Judgment.  
9 At that hearing, HORIZON HOLDINGS 2900, LLC conceded the Fourth and Fifth Causes of Action  
10 in favor of both the ASSOCIATION and TAM. Given the points and authorities set forth within  
11 Defendants' motion as well as Plaintiff's concession, this Court granted Defendants' motion as it  
12 sought judgment in their favor concerning the claims for negligence and negligent undertaking. It  
13 denied Defendants' motion as it addressed Plaintiff's failure to mitigate its damages. While this  
14 Court's decision did not wholly resolve all of Plaintiff's causes of action by summary judgment, it  
15 did determine there was no remaining claim against the ASSOCIATION'S property manager, TAM.  
16 The Order, granting in part, denying in part, Defendants' Motion for Summary Judgment, was filed  
17 February 4, 2020; the Notice of Entry of Order was filed the same day.

18  
19 **5.** Thereafter, the first three causes of action lodged by HORIZON HOLDINGS 2900,  
20 LLC against the ASSOCIATION were tried before the Court for eight (8) days from February 3 to  
21 12, 2020. On May 26, 2020, this Court issued its 33-page Findings of Fact, Conclusions of Law  
22 and Judgment, finding in favor of the ASSOCIATION as against HORIZON HOLDINGS 2900,  
23 LLC.

24  
25 **6.** The ASSOCIATION now moves for reimbursement of its attorneys' fees, costs and  
26 interest incurred in the defense of this matter upon the basis the Declaration of Commercial Office  
27 Subdivision Covenants, Conditions & Restrictions and Reservations of Easements (hereinafter  
28

1 referred to as “CC&Rs”) recorded against the commercial subdivision on May 27, 2005, Section  
2 16.4(b), provide any judgment rendered in any action or proceeding to decide material breach of any  
3 CC&Rs’ provisions shall include attorneys’ fees in such amount as the court may deem reasonable  
4 in favor of the prevailing party.<sup>3</sup> In this case, the ASSOCIATION was the prevailing party.  
5 Notwithstanding such provision, the ASSOCIATION argues it prevailed with respect to its  
6 \$40,000.00 Offer of Judgment served August 16, 2019, and therefore, it is entitled to reimbursement  
7 of its attorneys’ fees and costs incurred from the time the Offer was made. Further, in addition to  
8 the attorneys’ fees, costs and interest it seeks on its own behalf, the ASSOCIATION moves this  
9 Court for reimbursement of attorneys’ fees, costs and interest it incurred in defending its property  
10 manager, TAM; the ASSOCIATION was contractually obligated to indemnify and/or defend TAM  
11 in the lawsuit filed by HORIZON HOLDINGS 2900, LLC. All in all, the ASSOCIATION seeks  
12 \$321,472.00<sup>4</sup> in attorney’s fees, \$42,143.78 in costs, and pre-judgment interest accruing on the costs.  
13

14  
15 **6.** HORIZON HOLDINGS 2900, LLC opposes the motion upon the bases (1) the  
16 ASSOCIATION did not incur the attorney’s fees; these charges were billed to another entity that is  
17 not a party to the action, (2) the ASSOCIATION’S Offer of Judgment is invalid as it “was nothing  
18 more than an unreasonable settlement offer masquerading as a Rule 68 Offer of Judgment because it  
19 required Plaintiff to enter into a settlement agreement of vague and indeterminate terms[,]” (3) to the  
20 extent this Court contemplates an award of attorney’s fees, it should deny all those attributable to  
21 TAM whose own motion for attorney’s fees was denied, (4) the ASSOCIATION offers no authority  
22 for the proposition it may seek an award of fees and costs for defending TAM pursuant to their  
23 indemnification contract, and (5) if this Court is inclined to consider the ASSOCIATION’S motion,  
24 fees should be denied or severely reduced because it failed to (i) apportion its fees between it and  
25

26  
27  
28 <sup>3</sup>See Exhibit A, CCRs, submitted in support of Defendant’s Motion for Attorney’s Fees, Costs and Interest.

<sup>4</sup>Of this amount, \$213,915.50 was incurred after the Offer of Judgment was made.

1 TAM, (ii) demonstrate which fees are applicable to claims on which the ASSOCIATION was the  
2 prevailing party and (iii) otherwise demonstrate the fees requested are reasonable.

### 3 CONCLUSIONS OF LAW

#### 4 Attorney's Fees

5 1. Generally speaking, the district court may not award attorney fees absent authority  
6 under a statute, rule, or contract. *See Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 132 P.3d  
7 1022, 1028 (2006), *citing State Department of Human Resources v. Fowler*, 109 Nev. 782, 784, 858  
8 P.2d 375, 376 (1993). In this case, HORIZON HOLDINGS 2900, LLC sued the ASSOCIATION,  
9 alleging, *inter alia*, breach of contract or the CC&Rs.<sup>5</sup> The ASSOCIATION now seeks  
10 reimbursement of attorney fees based upon the CC&Rs, particularly Section 16.4(b), as well as  
11 NRCP 68.  
12

13 2. Section 16.4 of the relevant CC&Rs provides in salient part:  
14

15 **Section 16.4 Enforcement.** Subject to Sections 16.15 and 16.16 below, this  
16 Declaration may be enforced by each and every Owner as follows:

17 . . .

18 (b) Material breach of any of the provisions contained in the Declaration  
19 and the continuation of any such breach may be enjoined, abated or remedied by  
20 appropriate legal or equitable proceedings instituted, in compliance with applicable  
21 Nevada law, by any Owner, including Declarant so long as Declarant owns a Unit by  
22 the Association, or by the successors-in-interest of the Association. *Any judgment  
23 rendered in any action or proceeding pursuant hereto shall include a sum for  
24 attorneys' fees in such amount as the court may deem reasonable, in favor of the  
25 prevailing party, as well as the amount of any delinquent payment, interest thereon,  
26 costs of collection and court costs.* Each Owner shall have a right of action against  
27 any other Owner for any unreasonable and continuing failure to comply with  
28 material and substantial provisions of this Declaration. (Emphasis added)

Here, both the unit owner, HORIZON HOLDINGS 2900, LLC, and the ASSOCIATION agreed, by  
virtue of the CC&Rs, material breach of any provision may be remedied by appropriate legal or

---

<sup>5</sup>As set forth within the Findings of Fact, Conclusions of Law and Judgment filed May 26, 2020, pp. 25-26, this Court accepted the premise CC&Rs can impose contractual obligations upon both the association and unit owner.

1 equitable proceedings instituted by any owner. The CC&Rs clearly and unambiguously provided  
2 any judgment rendered in an action or proceeding brought pursuant to the CC&Rs' Section 16.4(b)  
3 *shall* include a sum for attorneys' fees in an amount the court may deem reasonable. Hence, not  
4 only does this Court have authority to award attorney's fees, the parties specifically agreed any  
5 judgment rendered *shall* or must include reasonable fees and costs.

6  
7 **3.** Generally speaking, in determining the reasonableness of attorney's fees sought, the  
8 Court must consider the factors set forth in the case, Brunzell v. Golden Gate National Bank, 85  
9 Nev. 345, 349, 455 P.2d 31, 33 (1969), which include:

10 (1) the qualities of the advocate; his ability, training, education, experience,  
11 professional standing and skill;

12 (2) the character of the work to be done: its difficulty, intricacy, importance, the  
13 time and skill required, the responsibility imposed and the prominence and character of the  
14 parties when they affect the importance of litigation;

15 (3) the work actually performed by the lawyer: the skill, time and attention given  
16 to the work; and

17 (4) the result: whether the attorney was successful and what benefits were  
18 derived.  
19

20  
21 **4.** With respect to the first factor, there is no question the qualities of the attorneys,  
22 GORDON REES SCULLY MANSUKHANI, and particularly, ROBERT E. SCHUMACHER, ESQ.  
23 and BRIAN K. WALTERS, ESQ., of whom this Court mostly dealt, are excellent. MR.  
24 SCHUMACHER is the managing partner of the law firm's Las Vegas office, and as set forth on  
25 page 15 of the Motion for Attorneys' Fees, he has over twenty-nine (29) years of legal experience.  
26 His co-counsel, MR. WALTERS, is Senior Counsel with the law firm and has over fourteen (14)  
27 years of legal experience. Both of these lawyers have significant experience dealing with  
28

1 constructional defect cases, which include those involving HVAC systems. They have appeared  
2 numerous times in unrelated matters before this Court since 2007 and have exhibited their  
3 professional standing, skill and experience on each occasion. This Court finds both these lawyers  
4 have the requisite ability, training, education, experience, professional standing and skill to defend  
5 this case, and thus, concludes the first Brunzell factor is met.

6  
7 5. The second factor to be considered is the character of the work to be done: its  
8 difficulty, intricacy, importance, the time and skill required, the responsibility imposed and the  
9 prominence and character of the parties when they affect the importance of litigation. Here, the  
10 ASSOCIATION'S legal work involved analysis of the CC&Rs as they applied to the parties' rights  
11 and responsibilities regarding the HVAC structure in question, the actual mechanism of the entire  
12 building's HVAC and the problems with the system including the causes. As a consequence, the  
13 legal work also encompassed the retention and use of mechanical and electrical engineering experts  
14 in the investigation as well as in the trial work. The parties engaged in extensive discovery as well  
15 as motion practice for about two and one-half years before the eight-day bench trial, which also  
16 involved significant preparation. In summary, the work was difficult, intricate and required the  
17 lawyers' substantial time and skill. In addition, the matter was hotly contested between the parties,  
18 affecting the importance of this litigation. In sum, this Court concludes the second Brunzell factor is  
19 met.  
20

21  
22 6. A review of the attorneys' itemized billing demonstrates the third Brunzell factor is  
23 also met. The work was performed by both lawyers and their paralegals where appropriate. The  
24 lawyers' billing rate of \$270.00 is not only reasonable, but low given the attorneys' experience and  
25 the prevailing charges of similar work within the Clark County community. The paralegal's hourly  
26 rate of \$125.00 is also reasonable in light of the prevailing charges within the greater Las Vegas  
27 valley. With the aforementioned said, this Court noted the billing also showed some double entries,  
28



1 duplicative work such as where two lawyers reviewed the same documents, entries that were so  
2 redacted one could not ascertain what legal work was performed, charges for work conducted on  
3 behalf of TAM, drafts of documents never filed, scan of paperwork for internal office record-  
4 keeping and extensive reporting to the insurance carrier for which, in this Court's view, Plaintiff  
5 should not be charged.

6  
7 7. The attorneys were successful in that they obtained a defensive judgment in favor of  
8 the ASSOCIATION. All in all, this Court concludes of the \$321,472.00 sought by the  
9 ASSOCIATION, \$234,470.00 was reasonably and necessarily charged. This Court, therefore,  
10 awards the ASSOCIATION \$234,470.00 in attorneys' fees as against HORIZON HOLDINGS 2900,  
11 LLC pursuant to the CC&Rs' Section 16.4(b).

12  
13 8. Notably, the ASSOCIATION proposed it should also be awarded attorneys' fees it  
14 incurred in defending its property manager, TAM, as such was agreed upon by them in their  
15 property management contract. This Court declines to do so for at least a couple of reasons. *First*,  
16 HORIZON HOLDINGS 2900, LLC is not a party to that property management contract and,  
17 presumably, had no notice of the "hold harmless" and "defend" provision. That is, while HORIZON  
18 HOLDINGS 2900, LLC was aware of CC&Rs' Section 16.4(b) and thus, the risk it would be  
19 assessed the ASSOCIATION'S attorneys' fees in the event it did not prevail in the litigation, it  
20 could not have contemplated it would also be responsible for the ASSOCIATION'S indemnifying  
21 the property manager for attorneys' fees. *Second*, Section 16.4(b) contemplates litigation in the  
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23 not entitled to its benefits such as for reimbursement of reasonable attorneys' fees and costs,<sup>6</sup> but  
24 also, it was not sued for breach of contract. The causes of action lodged against it were for  
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27  
28 <sup>6</sup>Likewise, if HORIZON HOLDINGS 2900, LLC had been the prevailing party as against TAM, it would not  
have been able to retrieve attorneys' fees against the property manager by virtue of the CC&Rs.



12. NRS 18.005 defines the “costs” recoverable by the prevailing party. They include:

1. Clerk’s fees.
2. Reporters’ fees for depositions, including a reporter’s fee for one copy of each deposition.
3. Jurors’ fees and expenses, together with reasonable compensation of an officer appointed to act in accordance with NRS 16.120.
4. Fees for witnesses at trial, pretrial hearings and deposing witnesses, unless the court finds that the witness was called at the instance of the prevailing party without reason or necessity.
5. Reasonable fees of not more than five expert witnesses in an amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining that the circumstances surrounding the expert’s testimony were of such necessity as to require the larger fee.
6. Reasonable fees of necessary interpreters.
7. The fee of any sheriff or licensed process server for the delivery or service of any summons or subpoena used in the action, unless the court determines that the service was not necessary.
8. Compensation for the official reporter or reporter pro tempore.
9. Reasonable costs for any bond or undertaking required as part of the action.
10. Fees of a court bailiff or deputy marshal who was required to work overtime.
11. Reasonable costs for telecopies.
12. Reasonable costs for photocopies.
13. Reasonable costs for long distance telephone calls.
14. Reasonable costs for postage.
15. Reasonable costs for travel and lodging incurred taking depositions and conducting discovery.
16. Fees charged pursuant to NRS 19.0335.
17. Any other reasonable and necessary expense incurred in connection with the action, including reasonable and necessary expenses for computerized services for legal research.

13. NRS 18.110 sets forth the procedure by which the prevailing party seeks reimbursement of its taxable costs:

1. The party in whose favor judgment is rendered, and who claims costs, must file with the clerk, and serve a copy upon the adverse party, within 5 days after the entry of judgment, or such further time as the court or judge may grant, a memorandum of the items of the costs in the action or proceeding, which memorandum must be verified by the oath of the party, or the party’s attorney or agent, or by the clerk of the party’s attorney, stating that to the best of his or her knowledge and belief the items are correct, and that the costs have been necessarily incurred in the action or proceeding.

...

4. Within 3 days after service of a copy of the memorandum, the adverse party may move the court, upon 2 days’ notice, to retax and settle the costs, notice of which motion

shall be filed and served on the prevailing party claiming costs. Upon the hearing of the motion the court or judge shall settle the costs.

14. As noted above, the ASSOCIATION seeks reimbursement of \$42,143.78 in costs as set forth within its Memorandum of Costs and Disbursements filed June 1, 2020, which was the same day notice of entry of judgment was filed:

Court Fees	\$ 352.75
Court Reporter-Deposition Transcripts	4,373.22
Witness Fees	2,962.40
Expert Witness Fees	18,715.96
Process Server	422.50
Official Court Reporter/Recorder	9,096.71
Photocopies (Outside Printing/Copying)	2,457.04
Long Distance Telephone	10.65
Postage/Shipping	58.74
Mediation Service	<u>3,676.29</u>
<b>Total:</b>	<b><u>\$42,143.78</u></b>

HORIZON HOLDINGS 2900, LLC never challenged these costs by way of a motion to re-tax. *See* NRS 18.110(4). With that said, this Court declines the ASSOCIATION'S request for an award of mediation fees as such were spent in efforts to resolve the matter outside of the courthouse; they are not costs necessarily incurred in litigation. This Court therefore awards the ASSOCIATION \$38,467.49 in taxable costs.

Accordingly, based upon the foregoing Findings of Fact and Conclusions of Law,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** Defendant SHEA AT HORIZON RIDGE OWNERS' ASSOCIATION'S Motion for Attorney's Fees, Costs and Interest filed June 12, 2020 is granted in part, denied in part. Of the \$321,472.00 attorneys' fees sought, this Court concludes \$234,470.00 was reasonably and necessarily incurred, and thus, awards \$234,470.00 to Defendant SHEA AT HORIZON RIDGE OWNERS' ASSOCIATION as against HORIZON HOLDINGS 2900, LLC pursuant to Section 16.4(b) of the pertinent CC&Rs. This Court also awards the ASSOCIATION \$38,467.49 as reasonable, taxable costs.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** Defendant shall receive no award of pre-judgment interest; however, post-judgment interest shall accrue at the legal rate of interest as set forth in NRS 99.040 until the attorneys' fees and costs set forth above are paid or otherwise satisfied.

**Dated this 19th day of November, 2020**

Jessie Johnson

SUSAN H. JOHNSON, DISTRICT COURT JUDGE

75A D15 0F46 84DF  
Susan Johnson  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Horizon Holdings 2900 LLC,  
7 Plaintiff(s)

CASE NO: A-17-758435-C

8 vs.

DEPT. NO. Department 22

9 Shea at Horizon Ridge Owners  
10 Association, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 11/19/2020

16 Rosey Jeffrey	rjeffrey@peelbrimley.com
17 Terri Hansen	thansen@peelbrimley.com
18 Amanda Armstrong	aarmstrong@peelbrimley.com
19 Eric Zimbelman	ezimbelman@peelbrimley.com
20 Brian Walters	bwalters@grsm.com
21 Brian Walters	bwalters@grsm.com
22 Robert Schumacher	rschumacher@grsm.com
23 Sean Owens	sowens@grsm.com
24 Cristina Pagaduan	cpagaduan@grsm.com
25 Andrea Montero	amontero@grsm.com

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Debbie Kingham	dkingham@grsm.com
Kaitlyn Caswell	kcaswell@grsm.com
E-serve GRSM	WL_LVSupport@grsm.com
Nathan Lawrence	nlawrence@vegascase.com
Matthew Ekins	matt@utahcase.com

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**October 13, 2017**

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A-17-758435-C	Horizon Holdings 2900 LLC, Plaintiff(s) vs. Shea at Horizon Ridge Owners Association, Defendant(s)
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**October 13, 2017      10:30 AM      Minute Order**

**HEARD BY:** Johnson, Susan

**COURTROOM:** Chambers

**COURT CLERK:** Haly Pannullo

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Pursuant to EDCR 2.20(g), the moving party shall deliver Courtesy Copies of all papers related to their Motion at least 5 judicial days before the hearing. This includes the Opposition if opposing counsel fails to deliver their own courtesy copies. As all courtesy copies have not been received, the following hearing(s) have been VACATED:

Thursday, October 19, 2017: Defendants Tag Horizon Ridge and the Aligned Group s Motion to Dismiss

Should the parties wish to proceed, the Hearing will need to be Re-Noticed and courtesy copies delivered to chambers accordingly.

CLERK S NOTE: This Minute Order has been e-served to all appropriate parties by the Judicial Executive Assistant. hvp/10/13/17



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**November 28, 2017**

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A-17-758435-C	Horizon Holdings 2900 LLC, Plaintiff(s) vs. Shea at Horizon Ridge Owners Association, Defendant(s)
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**November 28, 2017      10:30 AM      All Pending Motions**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Tena Jolley

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Cavanaugh, Colin	Attorney
	Huntley, Brent	Attorney
	Van, Michael C.	Attorney
	Walters, Brian K.	Attorney
	Wood, Brittany	Attorney

**JOURNAL ENTRIES**

- Catherine Jordan, Representative of Horizon Holdings 2900 LLC, also present.

Court noted that it signed an Order Shortening Time on Plaintiff's Motion for Leave to File a Supplemental Memorandum however it was never filed and therefore it is not on calendar today.

DEFENDANTS TAG HORIZON RIDGE AND THE ALIGNED GROUP'S MOTION TO DISMISS Argument by Mr. Cavanaugh that plaintiff was aware of the HVAC performance issues as evidenced by the invoicing for repairs and therefore the TAG two year post dissolution limitations period under NRS 86.505 bars the claims as to TAG and the Aligned Group. Argument by Mr. Van that plaintiff will need to file a Motion to Amend the Complaint to allege fraudulent concealment and forgery; that it was not until plaintiff received expert Gifford's report was when the learned of the improper design and the complaint was filed timely; and requested 56(f) relief to discover the factual issues. Further argument by Mr. Cavanaugh, including that plaintiff is attempting to impute liability to Aligned as its role as a member without any separate and distinct allegations as to Aligned. COURT

ORDERED, Motion to Dismiss GRANTED as to Aligned Group LLC as they are the manager of TAG Horizon Ridge LLC and FINDS there are no causes of action against Aligned Group LLC; As for the Motion to Dismiss by TAG Horizon Ridge LLC, the Court will take a closer look and MATTER TAKEN UNDER ADVISEMENT.

TAG HORIZON RIDGE, LLC and TAG FUND I, LLC'S MOTION TO DISMISS THE CROSS-CLAIM AND THIRD-PARTY COMPLAINT OF FIRST AMERICAN EXCHANGE

Following arguments by Mr. Cavanaugh and Ms. Wood, COURT ORDERED, Motion DENIED WITHOUT PREJUDICE.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract****COURT MINUTES****December 18, 2017**

A-17-758435-C      Horizon Holdings 2900 LLC, Plaintiff(s)  
    vs.  
    Shea at Horizon Ridge Owners Association, Defendant(s)

**December 18, 2017      3:00 AM      Minute Order**

**HEARD BY:** Johnson, Susan      **COURTROOM:** Chambers

**COURT CLERK:** Elizabeth Vargas

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Defendants TAG Horizon Ridge, LLC's and Aligned Group, LLC's Motion to Dismiss filed September 12, 2017 was heard Tuesday, November 28, 2017 at 10:30 a.m. This Court granted the motion as it applied to the managing member of TAG Horizon Ridge, LLC (i.e. Aligned Group, LLC) in its entirety, but took the matter under advisement regarding the claims brought against TAG Horizon Ridge, LLC (the seller of the subject property). Having reviewed the matter given the oral arguments of the parties, and found good cause therefore,

IT IS ORDERED Defendants' Motion to Dismiss as it relates to the First Cause of Action (Breach of Contract) against TAG Horizon Ridge, LLC is GRANTED. Pursuant to Purchase and Sale Agreement & Escrow Instructions (hereinafter referred to as the "Agreement") entered into by Plaintiff Horizon Holdings 2900, LLC and TAG Horizon Ridge, LLC on November 14, 2014, Plaintiff agreed to buy the subject property "as is," with a closing date of February 22, 2015. See Section 5 of the Agreement. Given its as is condition, Plaintiff and Defendant understood and agreed the purchase price had been adjusted by prior negotiations; the parties further noted, in capitalized wording, it was "not contemplated that the purchase price will be increased if costs to buyer associated with the assets prove to be less than expected or will the purchase price be reduced if buyer's plan for the assets leads to higher cost projections. The sole and exclusive remedy of buyer will be to terminate this agreement as provided herein prior to the closing date." See Section 6 of the Agreement. Plaintiff

was accorded a 30-day investigation period in which "to review all aspects of the Property." See Section 7 of the Agreement. If there was a failure of any condition, Plaintiff had the opportunity to waive them, or have its entire deposit from Defendant (via the title company) refunded. Id.; also see Section 14(a) [buyer's sole and exclusive remedies in the event of seller's default is to (1) enforce specific performance of the agreement or (2) terminate the agreement and receive a refund of the deposit.] While Plaintiff now claims the HVAC system is not satisfactory in that it is too small to cool or heat the particular space and such could not have been found by due diligence inspection, Plaintiff agreed to the as is purchase and there would be no adjustment as to price. Notably, Plaintiff also agreed to release Defendant (again, the Seller) from any claims it may have for constructional defects, errors, omissions or other conditions, latent or otherwise affecting the property. See Section 6(b) of the Agreement.

IT IS FURTHER ORDERED Defendants' Motion to Dismiss as it relates to the Second Cause of Action (Breach of Warranty of Suitability) against TAG Horizon Ridge, LLC is GRANTED. This Court not only incorporates its discussion above concerning the First Cause of Action, but notes Plaintiff, as Buyer, agreed and acknowledge it was purchasing the property "as is," and "that Seller shall not be deemed to have made any representations or warranties," except as provided in Section 5 of the Agreement. None of these exceptions relate to constructional deficiencies, errors or other conditions, including the HVAC's capacity or ability to adequately cool or heat the space.

IT IS FURTHER ORDERED Defendants' Motion to Dismiss as it relates to the Third (Breach of Covenant of Good Faith and Fair Dealing), second Third (Non-Disclosure) and Fourth (Negligence) is GRANTED for the reasons set forth above. In addition, outside of the parties' Agreement, Defendant TAG Horizon Ridge, LLC owed no further duties to Plaintiff under a negligence theory or otherwise.

CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Michael Van, Esq. (Shumway Van) and Colin Cavanaugh, Esq. (Keating Law Group). //ev 12/18/17

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**December 19, 2017**

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A-17-758435-C      Horizon Holdings 2900 LLC, Plaintiff(s)  
vs.  
Shea at Horizon Ridge Owners Association, Defendant(s)

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**December 19, 2017      10:30 AM      Motion for Leave**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Tia Everett

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

**PRESENT:**      Cavanaugh, Colin      Attorney  
                         Huntley, Brent      Attorney

**JOURNAL ENTRIES**

- Court noted a decision was issued via minute order yesterday as to the Motion to Dismiss which was previously taken under advisement. Mr. Huntley advised based on the Court's decision this motion is moot. COURT ORDERED, Motion OFF CALENDAR. Mr. Cavanaugh advised parties have submitted a stipulation and order to extend briefing as to the Leave to File an Amended Complaint. Colloquy regarding scheduling. Court instructed parties to reach out to her Law Clerk regarding dates for the briefing schedule.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**February 06, 2018**

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A-17-758435-C	Horizon Holdings 2900 LLC, Plaintiff(s) vs. Shea at Horizon Ridge Owners Association, Defendant(s)
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**February 06, 2018      10:30 AM      Motion For  
Reconsideration**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Keri Cromer

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Cavanaugh, Colin	Attorney
	Van, Michael C.	Attorney
	Walters, Brian K.	Attorney
	Wood, Brittany	Attorney

**JOURNAL ENTRIES**

- Arguments by Mr. Van and Mr. Cavanaugh regarding the merits of the Motion. Court advised it wanted to review the original Motion, Opposition, and Reply and ORDERED, matter taken UNDER ADVISEMENT.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Contract

# COURT MINUTES

November 06, 2018

A-17-758435-C      Horizon Holdings 2900 LLC, Plaintiff(s)  
vs.  
Shea at Horizon Ridge Owners Association, Defendant(s)

**November 06, 2018      8:30 AM      Motion for Leave**

**HEARD BY:** Johnson, Susan                      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Keri Cromer

**RECORDER:** Norma Ramirez

**REPORTER:**

## PARTIES

**PRESENT:** Walters, Brian K. Attorney  
Zimbelman, Eric B. Attorney

## JOURNAL ENTRIES

- Court noted Plaintiff wanted to bring in board members as defendants as well as a claim for conversion. Mr. Zimbelman reviewed the facts of the case. Colloquy regarding statute of limitation on conversion claim. Arguments by counsel regarding the merits of the Motion. COURT ORDERED, matter taken UNDER ADVISEMENT. Colloquy regarding other remedies.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**September 18, 2019**

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A-17-758435-C      Horizon Holdings 2900 LLC, Plaintiff(s)  
vs.  
Shea at Horizon Ridge Owners Association, Defendant(s)

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**September 18, 2019      8:30 AM      Status Check: Trial  
Readiness**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Jill Chambers

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

**PRESENT:**      Schumacher, Robert E.      Attorney  
Walters, Brian K.      Attorney

**JOURNAL ENTRIES**

- Court advised counsel of their place on the trial stack. Mr. Zimbelman stated that he and Mr. Walters discussed moving the trial. Upon inquiry of the Court, Mr. Zimbelman stated that there were expert depositions left to be scheduled and both sides had pre-trial motions to file. Mr. Walters confirmed Mr. Zimbelman's representations. Counsel further confirmed that trial would take approximately one week to complete. COURT ORDERED, trial CONTINUED and advised that it would be the last continuance.

12/18/19 8:30 AM PRETRIAL/CALENDAR CALL

1/6/20 8:30 AM BENCH TRIAL



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Contract

# COURT MINUTES

**December 18, 2019**

A-17-758435-C      Horizon Holdings 2900 LLC, Plaintiff(s)  
vs.  
Shea at Horizon Ridge Owners Association, Defendant(s)

**December 18, 2019      8:30 AM      Pretrial/Calendar Call**

**HEARD BY:** Johnson, Susan                      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Jill Chambers

**RECORDER:** Norma Ramirez

**REPORTER:**

## PARTIES

**PRESENT:** Walters, Brian K. Attorney  
Zimbelman, Eric B. Attorney

## JOURNAL ENTRIES

- Court advised counsel of their place on the trial stack and that the Court did not receive the Joint Pre-Trial Memo but that it should be provided with tabs and in binders. Colloquy regarding trial schedule. Counsel stated that they would need 5-8 days for trial. COURT ORDERED, MATTER SET FOR TRIAL.

2/3/20 8:30 AM BENCH TRIAL - FIRM SETTING

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**January 21, 2020**

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A-17-758435-C	Horizon Holdings 2900 LLC, Plaintiff(s) vs. Shea at Horizon Ridge Owners Association, Defendant(s)
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**January 21, 2020      8:30 AM      All Pending Motions**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Jill Chambers

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Walters, Brian K.	Attorney
	Zimbelman, Eric B.	Attorney

**JOURNAL ENTRIES**

- PLTF'S MOTION FOR PARTIAL SUMMARY JUDGMENT...DEFT'S MOTION FOR SUMMARY JUDGMENT

Argument by counsel regarding defendant's motion. Court noted that its understanding was that the fourth and fifth causes of action, negligence and negligent undertaking, were the only remaining causes. Mr. Zimbelman confirmed that the plaintiff was abandoning those claims. Mr. Walters stated there was no opposition in dismissing the negligence claims the association also. COURT ORDERED, MOTION GRANTED as to the fourth and fifth causes of action and dismissed those against the association.

Argument by counsel as to the remaining claims. Court advised counsel that it would like to hear testimony during trial and ORDERED remaining claims DENIED.

Argument as to plaintiff's motion. COURT ORDERED, MOTION DENIED and directed counsel to draft their own orders.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**February 03, 2020**

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A-17-758435-C      Horizon Holdings 2900 LLC, Plaintiff(s)  
vs.  
Shea at Horizon Ridge Owners Association, Defendant(s)

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**February 03, 2020      8:30 AM      Bench Trial**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Jill Chambers

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

**PRESENT:**      Schumacher, Robert E.      Attorney  
                 Walters, Brian K.      Attorney  
                 Zimbelman, Eric B.      Attorney

**JOURNAL ENTRIES**

- Parties discussed their agreed upon joint exhibits.

Openings by counsel. Testimony and exhibits presented. (See worksheets)

COURT ORDERED, TRIAL CONTINUED.

CONTINUED TO: 2/4/20 1:00 PM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**February 04, 2020**

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A-17-758435-C	Horizon Holdings 2900 LLC, Plaintiff(s) vs. Shea at Horizon Ridge Owners Association, Defendant(s)
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**February 04, 2020      1:00 PM      Bench Trial**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Jill Chambers

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Schumacher, Robert E.	Attorney
	Walters, Brian K.	Attorney
	Zimbelman, Eric B.	Attorney

**JOURNAL ENTRIES**

- Testimony and exhibits presented. (See worksheets)

Argument regarding the plaintiff having two experts opining on the same issues.

COURT ORDERED, TRIAL CONTINUED.

CONTINUED TO: 2/5/20 9:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**February 05, 2020**

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A-17-758435-C	Horizon Holdings 2900 LLC, Plaintiff(s) vs. Shea at Horizon Ridge Owners Association, Defendant(s)
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**February 05, 2020      9:30 AM      Bench Trial**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Jill Chambers

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Schumacher, Robert E.	Attorney
	Walters, Brian K.	Attorney
	Zimbelman, Eric B.	Attorney

**JOURNAL ENTRIES**

- Mr. Zimbelman stated that the witness went down to the City of Henderson and got the plans for what would be considered building one. Argument by counsel. Court TRAILED matter to consider counsel's request.

MATTER RECALLED

Court advised counsel that it would like to have a rule 37 hearing on the matter and directed counsel to notify witnesses.

MATTER TRAILED

MATTER RECALLED

Further testimony heard and exhibits presented as to the rule 37 hearing.

COURT ORDERED, any reference to the plans for building one EXCLUDED as they were not

produced in discovery.

Trial testimony and presentation of exhibits continued.

COURT ORDERED, TRIAL CONTINUED.

CONTINUED TO: 2/7/20 8:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**February 06, 2020**

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A-17-758435-C	Horizon Holdings 2900 LLC, Plaintiff(s) vs. Shea at Horizon Ridge Owners Association, Defendant(s)
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**February 06, 2020      10:30 AM      Bench Trial**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Jill Chambers

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- JURY PRESENT

Testimony and exhibits presented. (See worksheets)

Plaintiff rested.

Court admonished and excused the Jury for the evening recess.

OUTSIDE THE PRESENCE OF THE JURY

Mt. Schumacher moved for a verdict in favor of the defendant and argued the rule 52 Motion.  
COURT ORDERED, MOTION DENIED. COURT ORDERED, TRIAL CONTINUED.

CONTINUED TO: 2/7/20 8:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**February 07, 2020**

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A-17-758435-C      Horizon Holdings 2900 LLC, Plaintiff(s)  
vs.  
Shea at Horizon Ridge Owners Association, Defendant(s)

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**February 07, 2020      8:30 AM      Bench Trial**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Carolyn Jackson

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

**PRESENT:**      Horizon Holdings 2900 LLC      Plaintiff  
Schumacher, Robert E.      Attorney  
Shea at Horizon Ridge Owners      Defendant  
Association  
Walters, Brian K.      Attorney  
Zimbelman, Eric B.      Attorney

**JOURNAL ENTRIES**

- Mr. Schumacher advised that Ms. Chien was not available until 02/10/20. Discussion regarding scheduling issues.

Testimony and Exhibits presented. (See worksheets).

Evening recess.

02/11/2020 1:00 PM BENCH TRIAL



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**February 11, 2020**

---

A-17-758435-C      Horizon Holdings 2900 LLC, Plaintiff(s)  
vs.  
Shea at Horizon Ridge Owners Association, Defendant(s)

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**February 11, 2020      1:00 PM      Bench Trial**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Jill Chambers

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

**PRESENT:**      Schumacher, Robert E.      Attorney  
                 Walters, Brian K.      Attorney  
                 Zimbelman, Eric B.      Attorney

**JOURNAL ENTRIES**

- Testimony and exhibits presented. (See worksheets)

COURT ORDERED, TRIAL CONTINUED.

CONTINUED TO: 2/12/20 10:00 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Contract**

**COURT MINUTES**

**February 12, 2020**

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A-17-758435-C	Horizon Holdings 2900 LLC, Plaintiff(s) vs. Shea at Horizon Ridge Owners Association, Defendant(s)
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**February 12, 2020      10:00 AM      Bench Trial**

**HEARD BY:** Johnson, Susan      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Jill Chambers

**RECORDER:** Norma Ramirez

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Schumacher, Robert E.	Attorney
	Walters, Brian K.	Attorney
	Zimbelman, Eric B.	Attorney

**JOURNAL ENTRIES**

- Colloquy regarding admitted exhibits. Both sides rested and completed their closing arguments.

Court advised counsel that a decision will issue via minute order.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Contract

# COURT MINUTES

**April 14, 2020**

A-17-758435-C      Horizon Holdings 2900 LLC, Plaintiff(s)  
vs.  
Shea at Horizon Ridge Owners Association, Defendant(s)

**April 14, 2020                      8:30 AM                      All Pending Motions**

**HEARD BY:** Johnson, Susan                      **COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Jill Chambers

**RECORDER:** Norma Ramirez

**REPORTER:**

## PARTIES

**PRESENT:** Schumacher, Robert E. Attorney  
Walters, Brian K. Attorney  
Zimbelman, Eric B. Attorney

## JOURNAL ENTRIES

- TAYLOR ASSOCIATION MANAGEMENT'S MOTION FOR ATTORNEYS' FEES AND INTEREST...PLAINTIFF'S MOTION TO RE-TAX COSTS.

Argument by counsel as to the Motion for Attorneys' Fees and Interest. COURT ORDERED, MOTION FOR ATTORNEYS' FEES and INTEREST, DENIED.

Argument by counsel as to the Motion to Re-tax Costs. Court took MATTER UNDER ADVISEMENT to look at the costs.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

## Other Contract

## COURT MINUTES

**August 11, 2020**

A-17-758435-C      Horizon Holdings 2900 LLC, Plaintiff(s)  
vs.  
Shea at Horizon Ridge Owners Association, Defendant(s)

**August 11, 2020      8:30 AM      Motion for Attorney Fees  
and Costs**

**HEARD BY:** Johnson, Susan

**COURTROOM:** RJC Courtroom 15D

**COURT CLERK:** Jill Chambers

**RECORDER:** Norma Ramirez

**REPORTER:**

## PARTIES

**PRESENT:** Ekins, Matthew D. Attorney  
Lawrence, Nathan Edward Attorney  
Walters, Brian K. Attorney  
Zimbelman, Eric B. Attorney

## JOURNAL ENTRIES

- Counsel appearing remotely via Bluejeans.

Argument by counsel. Court advised counsel that a thorough review of the pleadings will need to be done and ORDERED, MATTER TAKEN UNDER ADVISEMENT.

Case No.: A-17-758435-C

Trial Date: February 3, 2020

Dept. No.: 22

Judge: Susan H. Johnson

Plaintiff: Horizon Holdings 2900, LLC

Court Clerk: Jill Chambers

Recorder / Reporter: Norma Ramirez

Counsel for Plaintiff: Eric B. Zimbelman

vs.

Defendant: Shea at Horizon ridge  
Owners Association, et al.

Counsel for Defendant: Robert E. Schumacher  
Brian K. Walters

**TRIAL BEFORE THE COURT**

**PLAINTIFF'S TRIAL EXHIBIT LIST**

Ex.	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
101	1	Colored map of VAVs in Suite 1-1	JORDAN000657	2.5.2020	Yeldran	2.5.2020
102	1	Report from Sahara Air	JORDAN000086- JORDAN000087			
103	1	Email chain - Chien to Border et al.	SHEA0112- SHEA0116	2.12.20	N	2.12.2020
104	1	Gifford Consulting Expert Report				
105	1	Gifford Consulting letter	JORDAN000269- JORDAN000270			
106	1	Email - Chien to Greig and Border	SHEA0096			
107	1	Tenant Improvements - Keller Williams	SHEA-HBFS- 0527- SHEA- HBFS-0540			
108	1	Tenant Improvement Plans - Marketing Results	SHEA-HBFS- 0478- SHEA- HBFS-0480, SHEA-HBFS- 0487- SHEA- HBFS-0488	2.11.20	Skip	2.11.20
109	1	TI Permit - Suite 101	SHEA-HBFS- 0521- SHEA- HBFS-0526			
110	1	Building 1 Structural Plans	JORDAN000658- JORDAN000662			
111	1	Building 2 Structural Plans	JORDAN000666- JORDAN000668; JORDAN000670- JORDAN000671			
112	1	Site Plan	JORDAN000645			

Ex.	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
113	1	Erection Drawing Building 1 and 2	JORDAN000714			
114	1	Rycon M-1 Plan	SHEA-HBFS-0129			
115	1	Payments records - Prime HVAC	JORDAN000587	2.6.2020	N	2.6.2020
116	1	Promissory Note and Updated Financial Records	JORDAN000743- JORDAN000757	2.6.2020	Y	2.6.2020
117	1	Vendor Balance Detail - Blinds	JORDAN000957	2.6.2020	N	2.6.2020
118	1	Shea's Responses to Plaintiff's First Requests for Production	N/A			
119	1	Taylor's Responses to Plaintiff's First Requests for Production	N/A			
120	1	Shea's Responses to Plaintiff's First Set of Interrogatories	N/A			
121	1	Taylor's Responses to Plaintiff's First Set of Interrogatories	N/A			
122	1	Email from Stephanie Freeman to Don Greig, Gary Border, Marissa Chien	SHEA-GB-000194 - SHEA-GB-00198			
123	1	Email from Stephanie Freeman to William Paul Wright, Esq. Don Greig, Gary Border, Marissa Chien	SHEA-GB-000220			
124	1	Letter from Shumway Van to Shea at Horizon Ridge	SHEA-GB-000221 - SHEA-GB-000230	2.11.20	Stip	2.11.20
125	1	Email from Don Greig to Marissa Chien and Gary Border	SHEA-GB-000326			
126	1	Email from Marissa Chein to Gary Border	SHEA-GB-000329 - SHEA-GB-000330			
127	1	Email from Marissa Chein to Gary Border	SHEA-GB-000331 - SHEA-GB-000333	2.12.20	Y	2.12.20
128	1	Email from H. Hassanally to Stephanie Freeman, Marissa Chien, Lori Brenner, Gary Border	SHEA-GB-000354 - SHEA-GB000355			
129	1	Email from Lorraine Conti to Don Shea, Gary Border, Michelle Merrick	SHEA-GB-000379			
130	1	Email from Catherine Jordan to Stephanie Freeman	SHEA-GB-000384 - SHEA-GB-000387			
131	1	Email from Marissa Chein to Gary Border	SHEA-GB-000396	2.11.20	Stip	2.11.20
132	1	Email from Gary Border to William Paul Wright and Don Greig	SHEA-GB-000568 - SHEA-GB-000573			
133	1	Email from Gary Border to Marissa Chien, Stephanie Freeman, Don, H. Keilor	SHEA-GB-000595 - SHEA-GB-000598	2.12.20	N	2.12.20

Ex.	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
134	1	Email from Don Greig to Marissa Chien and Gary Border	SHEA-GB-000602 - SHEA-GB-000603	2.12.20	N	2.12.20
135	1	Email from Mario Moya to Marissa Chien	SHEA-GB-000620 - SHEA-GB-000622			
136	1	Email from Gary Border to Marissa Chien	SHEA-GB-000692 - SHEA-GB-000695	2.12.20	X	
137	1	Email from Gary Border to Lorraine Conti, Marissa Chien, Don Shea	SHEA-GB-000719 - SHEA-GB-000720			
138	1	Email from Marissa Chien to Gary Border	SHEA-GB-000747 - SHEA-GB-000748			
139	1	Email from Marissa Chien to Stephanie Freeman	SHEA-GB-000766 - SHEA-GB-000777			
140	1	Email from Gary Border to L. Pugh, Marissa Chien, Don Shea	SHEA-GB-000859 - SHEA-GB-000863			
141	1	Email from Gary Border to Stephanie Freeman and Marissa Chien	SHEA-GB-000864 - SHEA-GB-000866			
142	1	Email from Stephanie Freeman to L. Pugh, Marissa Chien, Gary Border	SHEA-GB-000895 - SHEA-GB-000899			
143	1	Email from Marissa Chien to L. Conti	SHEA-GB-001028 - SHEA-GB-001029			
144	1	Email from Gary Border to Don Greig	SHEA-GB-001121 - SHEA-GB-001122			
145	1	Association Flyer	SHEA-GB-001172	2.11.20	Stip	2.11.20
146	1	Email from Gary Border to Michelle Merrick	SHEA-GB-001174 - SHEA-GB-001176			
147	1	Email from Marissa Chien to Don, Gary Border	SHEA-GB-001196 - SHEA-GB-001199			
148	1	Email from Marissa Chien to Don and Gary Border	SHEA-GB-001208 - SHEA-GB-001209			
149	1	Email from Lorraine Conti to Marissa Chien	SHEA-GB-001324 - SHEA-GB-1326			
150	1	Email from Lorraine Conti to Don Shea, Gary Border, Michelle Merrick	SHEA-GB-001489			
151	1	Prime HVAC Invoice	SHEA-GB-001495			

Ex.	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
152	1	Email from Stephanie Freeman to L. Brenner	SHEA-GB-001506			
153	1	Email chain from Stephanie Freeman to Marissa Chien	SHEA-GB-001556 - SHEA-GB-001568			
154	1	Email chain from Stephanie Freeman to Catherine Jordan, et al	SHEA-GB-001609 - SHEA-GB-001617			
155	1	Email from Gary Border to Lorraine Conti	SHEA-GB-001618			
156	1	2016 Proposed Operating Budget	SHEA-GB-000002 - SHEA-GB-000003			
157	1	Email from Marissa Chien to Mario Moya	SHEA-GB-000014	2/12/20	Y	2/12/20
158	1	Email from Marissa Chien to Stephanie Freeman	SHEA-GB-000023 - SHEA-GB-000026			
159	1	Photo of Building	SHEA-GB-000069			
160	1	Photo of Roof Top	SHEA-GB-000070			
161	1	Email from Lorraine Conti to Don Shea, Gary Border, Michelle Merrick	SHEA-GB-000075 - SHEA-GB-000077			
162	1	Email from Stephanie Freeman to William Paul Wright, Esq. Don Greig, Gary Border, Marissa Chien	SHEA-GB-000078 - SHEA-GB-000080			
163	1	Quality Mechanical's Proposed Project Agreement	SHEA-GB-000087 - SHEA-GB-000090			
164	1	Quality Mechanical's Proposed Project Agreement	SHEA-GB-000091 - SHEA-GB-000094			
165	1	Email from Stephanie Freeman to Gary Border and Marissa Chien	SHEA-GB-000095 - SHEA-GB-000098			
166	1	Email from Stephanie Freeman to Don Greig, Gary Border, Marissa Chien	SHEA-GB-000131 - SHEA-GB-000139			
167	1	Email from Lori Pugh to Marissa Chien, Don, Gary Border	SHEA-GB-000172 - SHEA-GB-000176			
168	1	Email from Lori Pugh to Marissa Chien, Don, Gary Border	SHEA-GB-000181 - SHEA-GB-000185			
169	1	Mechanical Drawings - Burford Deposition Exhibit 3				
170	1	Photo	JORDAN-GCG00720	2/3/2020	N	2/3/2020



Ex.	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
171	1	Photo	JORDAN-GCG00703	2/3/2020	N	2/3/2020
172	1	Photo	JORDAN-GCG00660			
173	1	Photo	JORDAN-GCG00661			
174	1	Photo	JORDAN-GCG00662			
175	1	Photo	JORDAN-GCG00666			
176	1	Photo	JORDAN-GCG00669	2/3/2020	N	2/3/2020
177	1	Horizon Holdings 2900, LLC's Rebuttal Expert Disclosure				
178		RESERVED				
179		RESERVED				
180		RESERVED				
181		RESERVED				
182		RESERVED				
183		RESERVED				
184		RESERVED				
185		RESERVED				
186		Plaintiff reserves the right to use any pleading for rebuttal and/or impeachment purposes				
187		Plaintiff reserves the right to use any deposition transcripts and exhibits for impeachment purposes or in the event of witness unavailability				
188		Plaintiff reserves the right to use any document previously disclosed by any party				

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Case No.: A-17-758435-C

Dept. No.: 22

Plaintiff: Horizon Holdings 2900, LLC

Trial Date: February 3, 2020

Judge: Susan H. Johnson

Court Clerk: Jill Chambers

Recorder / Reporter: Norma Ramirez

Counsel for Plaintiff: Eric Zimbelman

vs.

Defendant: Shea at Horizon Ridge Owners Association, et al.

Counsel for Defendant: Robert E. Schumacher  
Brian K. Walters

**TRIAL BEFORE THE COURT**

**DEFENDANTS' TRIAL EXHIBIT LIST**

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
501	1	(04-06-2015) Community Management Agreement Shea and Taylor Management	SHEA0047-SHEA0060			
502	1	(12-09-14) E-mail exchange between Marissa Chien and Nicholas Angell of Controlco regarding quote	SHEA0067-SHEA0069			
503	1	(12-11-14) Controlco quote to Shea	SHEA0070-SHEA0072			
504	1	(12-30-14) E-mail from Lorraine Conti to Don Greig, Gary Border and Marissa Chien regarding HVAC proposals	SHEA0073-SHEA0080			
505	1	(12-30-14) E-mail from Steve Burford to Don Greig, Michelle Merrick, Gary Border, Heather Keillor and Marissa Chien re Building 2900 HVAC	SHEA0081-SHEA0083			
506	1	(10-29-15) E-mail from Mark Kapetansky to Stephanie Freeman, Don Greig, and Heather Keillor re RTU controller retrofit options	SHEA0084-SHEA0086			
507	1	(11-18-15) E-mail from Mark Kapetansky to Catherine Jordan re Quality Nursing Heating Inspection	SHEA0088-SHEA0089			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
508	1	(05-25-17) E-mail discussion between Mark Kapetansky, Don Greig, Gary Border and Marissa Chien re Shea operating schedule for the AC units	SHEA0138-SHEA0139			
509	1	Various Emails between Stephanie Freeman and Catherine Jordan	TAM0061-TAM0134			
510	1	CAMS Invoices and Service Work Orders for Shea at Horizon Ridge from May 2015 to January 2016	TAM0136-TAM0177			
511	1	(04-27-2018) ChillRite HVAC & Mechanical Invoice 43959 to Shea at Horizon Ridge	TAM0178			
512	1	Controlco Invoice and Credit Memo to Shea at Horizon Ridge	TAM0179-TAM0181			
513	1	Schneider Electric Invoices to Shea at Horizon Ridge	TAM0257-TAM0261			
514	1	(05-18-2017) E-mail from William Paul Wright to Michael Van "responding to Van Letter dated May 9, 2017"	TAM0283-TAM0286			
515	1	(05-10-2017) E-mail from William Paul Wright to Michael Van re "AC 2900 West Horizon Ridge"	TAM0283			
516	1	(02-28-2017) E-mail from William Paul Wright to Michael Van re "Technical Expert E-mail - Shea at Horizon - Jordan Unit"	TAM0281-TAM0282			
517	1	(01-23-2017) E-mail from William Paul Wright to Matthew Ekins re "Horizon Holdings A/C issue - Catherine Jordan"	TAM0280-TAM0281			
518	1	(06-15-2016) E-mail from William Paul Wright to Matthew Ekins re "2900 West Horizon Ridge Parkway, HVAC Schedule"	TAM0278-TAM0280			
519	1	(02-25-2016) E-mail from William Paul Wright to Matthew Ekins re "Horizon Ridge HVAC Upgrade Request"	TAM0276-TAM0278			
520	1	(02-25-2016) E-mail from William Paul Wright to Matthew Ekins re "Horizon Ridge HVAC Upgrade Request"	TAM0275-TAM0276			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
521	1	(01-28-2016) E-mail from William Paul Wright to Matthew Ekins re "2900 W Horizon Ridge HVAC and Sign Request Status"	TAM0274-TAM0275			
522	1	(01-08-2016) E-mail from William Paul Wright to Matthew Ekins re "2900 West Horizon Ridge ADA Requirements"	TAM0271-TAM0273			
523	1	(11-30-2015) E-mail from William Paul Wright to Matthew Ekins re "Shea at Horizon - Ekins message"	TAM0271			
524	1	(11-27-2015) E-mail from William Paul Wright to Matthew Ekins re "Quality Nursing Heating Inspection 11-19-2015"	TAM0268-TAM0270			
525	1	(11-19-2015) E-mail from William Paul Wright to Matthew Ekins re "Quality Nursing Heating Inspection 11-18-2015"	TAM0266-TAM0268			
526	1	(11-10-2015) E-mail from William Paul Wright to Matthew Ekins re "2900 West Horizon Ridge Parkway, HVAC matters"	TAM0265			
527	1	(09-16-2015) E-mail from William Paul Wright to Matthew Ekins re "AC and leaks at 2900 W. Horizon Ridge Pkwy"	TAM0264			
528	1	(09-14-2015) E-mail from William Paul Wright to Matthew Ekins re "AC and leaks at 2900 W. Horizon Ridge Pkwy"	TAM0263-TAM0264			
529	1	(09-10-2015) E-mail from William Paul Wright to Matthew Ekins re "South Offices"	TAM0262-TAM0263			
530	1	(07-24-2017) Various emails attaching Summons and Complaint	TAM0365-TAM0397			
531	1	William Bird Expert Job Files	WHB000014-WHB000116			
532	1	(08-29-2018) Affidavit of Custodian of Records for City of Henderson Department of Building and Fire Safety and copy of CD	SHEA-HBFS-0002-SHEA-HBFS-0003			
533	1	Documents produced by City of Henderson Department of Building	SHEA-HBFS-0179-SHEA-			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		and Fire Safety – Willow Creek Office Park Building #2 (Plumbing Plans)	HBFS-0182			
534	1	Documents produced by City of Henderson Department of Building and Fire Safety – Willow Creek Office Park Building #2 (Electrical Plans)	SHEA-HBFS-0183- SHEA-HBFS-0187			
535	1	Documents produced by City of Henderson Department of Building and Fire Safety – Willow Creek Office Park Building #2 (Sheet C1.1)	SHEA-HBFS-0188			
536	1	Documents produced by City of Henderson Department of Building and Fire Safety – Willow Creek Office Park Building #1 and #2 (Sheet A1.1)	SHEA-HBFS-0189			
537	1	Documents produced by City of Henderson Department of Building and Fire Safety – Willow Creek Office Park Building #2 (Architectural Plans)	SHEA-HBFS-0190- SHEA-HBFS-0203			
538	1	Documents produced by City of Henderson Department of Building and Fire Safety – Willow Creek Office Park Building #2 (Specifications)	SHEA-HBFS-0215- SHEA-HBFS-0216			
539	1	Documents produced by City of Henderson Department of Building and Fire Safety – Willow Creek Office Park Building #2 (General Notes)	SHEA-HBFS-0217			
540	1	Documents produced by City of Henderson Department of Building and Fire Safety – Willow Creek Office Park Building #2 (Mechanical Schedules)	SHEA-HBFS-0218			
541	1	Documents produced by City of Henderson Department of Building and Fire Safety – Willow Creek Office Park Building #2 (Mechanical Plans)	SHEA-HBFS-0219- SHEA-HBFS-0222			
542	1	Documents produced by City of Henderson Department of Building	SHEA-HBFS-0223			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		and Fire Safety – Willow Creek Office Park Building #2 (General Notes)				
543		Documents produced by City of Henderson Department of Building and Fire Safety – Willow Creek Office Park Building #1 (Structural Plans)	SHEA-HBFS-0224- SHEA-HBFS-0231			
544	1	Documents produced by City of Henderson Department of Building and Fire Safety – Willow Creek Office Park Building #2 (Structural Plans)	SHEA-HBFS-0232- SHEA-HBFS-0239			
545	1	Documents produced by City of Henderson Department of Building and Fire Safety – Willow Creek Office Park (Sheets C1.01-C1.02)	SHEA-HBFS-0240- SHEA-HBFS-0241			
546	1	Documents produced by City of Henderson Department of Building and Fire Safety – Willow Creek Office Park (Utility Plan)	SHEA-HBFS-0242			
547	1	Rycon Documents	SHEA-RC-001-SHEA-RC-025	2.5.2020	N	2.5.2020
548	1	Rycon Construction Building Plans for Tenant Improvement of Horizon Holdings 2900	SHEA-RC-026-SHEA-RC-045	2.5.2020	N	2.5.2020
549	1	CAMS Invoice 31836 Negotiated Bid Project	JORDAN000028-JORDAN000029			
550	1	CAMS Invoice 31837 Rooftop Inspections	JORDAN000030-JORDAN000035			
551	1	Schneider Electric invoice 573537 Communication Error on Switch Router	JORDAN000036			
552	1	Schneider Electric invoice 573545 Check BAS and LON	JORDAN000037			
553	1	CAMS Invoice 31874 Issue in Suite 200	JORDAN000038-JORDAN000039			
554	1	CAMS Invoice 31894	JORDAN000040			
555	1	Schneider Electronic Invoice 578100 Quarterly Statement	JORDAN000041			
556	1	CAMS Invoice 31956 Negotiated Bid	JORDAN000042-JORDAN000047			
557	1	Schneider Electronic Invoice 582189 Quarterly Balance	JORDAN000048			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
558	1	CAMS Invoice 32126	JORDAN000049- JORDAN000050			
559	1	CAMS Invoice 32139	JORDAN000051- JORDAN000052			
560	1	CAMS Invoice 32151 RE Install Fire Dampers	JORDAN000053			
561	2	CAMS Invoice 32165 RE Fire Dampers	JORDAN000054			
562	2	CAMS Invoice 32210	JORDAN000055- JORDAN000056			
563	2	CAMS Invoice 32316 Inspection Maintenance Contract	JORDAN000057			
564	2	CAMS Invoice 32354 RE Diagnosed Leak on AC	JORDAN000058- JORDAN000059			
565	2	CAMS Invoice 32356 RE Diagnosed Leak	JORDAN000060- JORDAN000061			
566	2	CAMS Invoice 32559 Replace Belts on Supply Fan	JORDAN000062- JORDAN000063			
567	2	CAMS Invoice 32566 RE Negotiated Bid Replace TXV	JORDAN000064- JORDAN000065			
568	2	Prime HVAC Service and Part Billing Statement	JORDAN000066			
569	2	Controlco Invoice 35310 BACNET AX	JORDAN000067			
570	2	CAMS Invoice 32597 Diagnose Issue with York AC I	JORDAN000068- JORDAN000070			
571	2	CAMS Invoice 32708 Removed Occupied Jumpers	JORDAN000071- JORDAN000072			
572	2	CAMS Invoice 32713 Unit Tripped	JORDAN000073- JORDAN000074			
573	2	CAMS Invoice 32760 Replace Condenser	JORDAN000075- JORDAN000076			
574	2	Prime HV AC LLC Service Proposal and All Payments Issued	JORDAN000079- JORDAN000081			
575	2	CAMS Invoice 32827 Diagnose Issue with AC Not Working	JORDAN000082- JORDAN000085			
576	2	CAMS Invoice 32551 Invoice Diagnose Northwest Unit	JORDAN000088- JORDAN000089			
577	2	Purchase and Sale Agreement	JORDAN000153- JORDAN000170			
578	2	SHEA at Horizon Level 2 Reserve Study	JORDAN000217- JORDAN000268			
579	2	Gibson Air HVAC Proposal	JORDAN000271			
580	2	Precision Air Balance Co. Price for	JORDAN000272			

*Returned*



#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		Tab				
581	2	First Amendment to Purchase Sale Agreement	JORDAN000292-JORDAN000293			
582	2	Fully Executed Second Amendment to PSA	JORDAN000302-JORDAN000303			
583	2	Certified Copy of First Subordination Agreement - Lease	JORDAN000307-JORDAN000314			
584	2	Certified Copy of Recorded 1st Deed of Trust	JORDAN000315-JORDAN000337			
585	2	Certified Copy of Second Subordination Agreement - Lease	JORDAN000367-JORDAN000374			
586	2	Val bridge Property Advisors Invoice 10194	JORDAN000396			
587	2	Prime HVAC, LLC's Service Proposal dated 7/27/2015	JORDAN000588	2.5.2020	N	2.5.2020
588	2	Prime HVAC, LLC's Service Proposal dated 11/4/2015	JORDAN000589-JORDAN000590	2.5.2020	N	2.5.2020
589	2	CAMS Invoice 32347 dated 7/10/2015	JORDAN000591			
		Diagnose Issue with Cooling				
590	2	Email dated 11/26/15 - Regarding Heating Inspection	JORDAN000593-JORDAN000594			
591	2	Email dated 11/04/15 - Regarding Repair & Follow - up	JORDAN000595			
592	2	Payment Recorded Receipt	JORDAN000596-JORDAN000597			
593	2	Articles of Organization Limited-Liability Company for Horizon Holdings 2900, LLC filed October 20, 2014 with the Nevada Secretary of State	JORDAN000598			
594	2	Operating Agreement of Horizon Holdings 2900, LLC	JORDAN000620-JORDAN000628			
595	2	Articles of Organization Limited-Liability Company for Quality Nursing, LLC filed July 14, 2018 with the Nevada Secretary of State	JORDAN000629			
596	2	Operating Agreement of Quality Nursing, LLC	JORDAN000630-JORDAN000638			
597	2	RESERVED	None			
598	2	RESERVED	None			
599	2	RESERVED	None			
600	2	RESERVED	None			
601	2	RESERVED	None			



#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
602	2	Jordan Depo Ex. B - Purchase Sale Agreement and Escrow Instructions	JORDAN000274-JORDAN000291			
603	2	Jordan Depo Ex. G - 6/30/2015 Email	TAM0135			
604	2	Jordan Depo Ex. H - 8/18/2015 Email	PRIME00022-PRIME00023			
605	2	Jordan Depo Ex. J - 9/3/2015 Email	PRIME00024-PRIME00025			
606	2	Jordan Depo Ex. K - 11/26/2015 Email	PRIME00090-PRIME00091	2.5.20	N	2.5.20
607	2	Jordan Depo Ex. L - 1/28/2017 Email	PRIME00165-PRIME00166	2.5.20	N	2.5.20
608	2	Jordan Depo Ex. N - Gibson Air Proposal	JORDAN000271			
609	2	Jordan Depo Ex. R - 2/7/2019 Sparks Report (4 pages)	No Bates			
610	2	Gifford Depo Ex. A - Notes	JORDAN-GCG00475-JORDAN-GCG00479			
611	2	Gifford Depo Ex. B - Gifford Reports - Gifford Preliminary HVAC Building Analysis, Suite 101, Rebuttal to William Wright Narrative, Follow up to conversations of late December 2017, Supplement to GCG 6/9/17 Rebuttal (16 pages)	No Bates			
612	2	Gifford Depo Ex. C - Notes	JORDAN-GCG00568-JORDAN-GCG00572			
613	2	Border Depo Ex. 1 - 1/22/15 E-Mail Message to Conti from Burford and Attached Documentation	CAMS00311-CAMS00313			
614	2	Border Depo Ex. 2 - 8/27/15 E-Mail Message to Burford from Jordan and Attached Messages	CAMS00137-CAMS00138			
615	2	Border Depo Ex. 5 - 5/25/17 E-Mail Message to Greig from Kapetansky and Attached Messages (2 pages)	No Bates			
616	2	Irby Depo Ex. A - Gifford Reports - Gifford Preliminary HVAC Building Analysis, Suite 101, Rebuttal to William Wright Narrative, Follow up to conversations of late December	No Bates			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		2017, Supplement to GCG 6/9/17 Rebuttal (22 pages)				
617	2	RESERVED	None			
618	2	RESERVED	None			
619	2	Sparks Depo Ex. C - Drawing	JORDAN000640			
620	2	RESERVED	None			
621	2	RESERVED	None			
622	2	Chien Depo Ex. 16 - 02/25/2016 Email chain between Marissa Chien, Don Greig and Gary Border	SHEA0096			
623	2	Chien Depo Ex. 19 - Email stream between Marissa Chien, Stephanie Freeman, Lori Pugh, and Catherine Jordan	SHEA0127- SHEA0129			
624	2	Chien Depo Ex. 20 - 03/27/2017 Gifford Consulting Group letter to Catherine Jordan re Preliminary HVAC Building Analysis, Suite 101 (5 pages)	No Bates			
625	2	RESERVED	None			
626	2	RESERVED	None			
627	2	Kapetansky Depo Ex. 4 - Drawing for Hobby Horse Association by Sherman Construction Company	JORDAN000681			
628	2	Kapetansky Depo Ex. 5 - Mechanical Plans	JORDAN000733- JORDAN000738			
629	2	Kapetansky Depo Ex. 6 - 3/22/17 Email chain between Marissa Chien, Mark Kapetansky and others re Space Consultation per Suite 101, 2900 WHPkwy	PRIME00176			
630	2	RESERVED	None			
631	2	Lubawy Depo Ex. 2 - Work File (102 pages)	No Bates			
632	3	Lubawy Depo Ex. 4 - Valbridge Appraisal Report, 12/7/17	JORDAN000397- JORDAN000511			
633	3	RESERVED	None			
634	3	Freeman Depo Ex. 2 - Community Management Agreement	TAM0047- TAM0060			
635	3	Freeman Depo Ex. 7 - Email chain	CAMS00253- CAMS00255			
636	3	Freeman Depo Ex. 15 6/23/15 Burford Letter to Taylor Association re Inspection Agreement for 2900-	CAMS00111- CAMS00116			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		2904 W. Horizon Ridge				
637	3	Freeman Depo Ex. 16 - Email chain re Horizon Holdings AC issue	SHEA0097-SHEA0098			
638	3	Freeman Depo Ex. 18 - Email chain re Horizon Holdings AC issue	SHEA0104-SHEA0107			
639	3	Freeman Depo Ex. 19 - Email chain re Horizon Holdings AC issue	SHEA0108-SHEA0111			
640	3	RESERVED	None			
641	3	(08/29/17) Prime Invoice ETA-1352 2904 Horizon Ridge RTU 1, Refrigerant Circuit 1 Leak Repair, Noted dual fan motor failure while undergoing refrigerant charge replacement work \$5,935.84	PRIME00726			
642	3	Burford Depo Ex. 2 - McDonald Carano Acceptance of Service of Subpoena to Corporate Air Mechanical Services, Inc. (2 pages)	No Bates			
643	3	Burford Depo Ex. 5 - 1/29/15 Email from Steve Burford to Don Greig	CAMS00306			
644	3	Burford Depo Ex. 12 - 5/20/15 Email from Dr. Tonie Valesano to Steve Burford re HVAC	CAMS00284			
645	3	Bird Depo Ex. 1 - CV and Fee Schedule of William Bird	WHB000006-WHB000009	02-07-20	N	02-07-20
646	3	Bird Depo Ex. 2 - 3/22/19 William Bird Rebuttal HVAC Report	WHB000010-WHB000013			
647	3	Bird Depo Ex. 3 - 2/07/19 William Bird HVAC Report	WHB000001-WHB000005			
648	3	Bird Depo Ex. 4 - Color Drawing	JORDAN000657			
649	3	Bird Depo Ex. 5 - Mechanical Plan, M1.01	JORDAN000735			
650	3	Bird Depo Ex. 6 - Plans from City of Henderson SP1.01, SP1.02, MG1.01, MG1.02, M1.01, M1.02, M1.03, M3.01	SHEA-HBFS-0215- SHEA-HBFS-0222			
651	3	Bird Depo Ex. 8 - 2/7/19 Sparks Engineering Transmittal re Mechanical Load Calculation & Report Revised (4 pages)	No Bates			
652	3	Bird Depo Ex. 9 - Rycon Construction Drawing, M-1	SHEA-HBFS-0129			
653	3	Bird Depo Ex. 10 - Keller Williams Tenant Improvement Plans, General	SHEA-HBFS-0527- SHEA-			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		Notes, A1.1, M-1, P1	HBFS-0528; SHEA-HBFS-0539- SHEA-HBFS-0540			
654	3	Bird Depo Ex. 11 Marketing Results Tenant Improvement Package, C1, A1, M-1, P1	SHEA-HBFS-0478- SHEA-HBFS-0480; SHEA-HBFS-0487- SHEA-HBFS-0488			
655	3	Photo of Exam Room 1 - 78.9 F	PRIME00001			
656	3	Photo of Exam Room 2 - 79.2F	PRIME00002			
657	3	Photo of Exam Room 2 West Wall Diffuser No VAV Control - 68.8F	PRIME00003			
658	3	Photo of Exam Room 2 Zone Sensor - 68F	PRIME00004			
659	3	Photo of Exam Room 3 - 81.9F	PRIME00005			
660	3	(01-11-17) Photo of Jordan Med VAV 2 1245 PM - 74F	PRIME00006			
661	3	(01-11-17) Photo of Jordan Med VAV 5 1246 PM - 75F	PRIME00007			
662	3	(01-11-17) Photo of Jordan Med VAV 1246 PM - 73F	PRIME00008			
663	3	(01-11-17) Photo of Jordan Med VAV 1246 PM. - 72F	PRIME00009			
664	3	(01-11-17) Photo of Jordan Med VAV 8 1246 PM - 73F	PRIME00010			
665	3	Photo of Jordan Med VAV 9 1246 PM 1-11-17 -73F	PRIME00011			
666	3	(01-11-17) Photo of Jordan Med VAV 10 1247 PM - 74F	PRIME00012			
667	3	(01-11-17) Photo of Jordan Med VAV 11 1247 PM - 73F	PRIME00013			
668	3	Photo of Jordan Med VAV UK Original Ceiling	PRIME00014			
669	3	(01-11-17) Jordan Med VAV UK Original 1247 PM	PRIME00015			
670	3	Photo - QN LLC Disconnected ZS VAV 6.1	PRIME00016			
671	3	Photo - QN LLC Disconnected ZS VAV 6	PRIME00017			
672	3	Photo - QN LLC Disconnected ZA VAV 9	PRIME00018			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
673	3	Photo - Southern Entrance_Kitchen - 77.9F	PRIME00019			
674	3	Photo - Bound RTU 2 2900 Outdoor Air Actuator as Found 1.2016 Sneider	PRIME00020			
675	3	(09-09-15) Email from Mark Kapetansky to Catherine Jordan Re Quality Nursing VAV repair and follow up service	PRIME00026			
676	3	(10-23-15) Email from Marissa Chien to Mark Kapetansky Stephanie Freeman, Don Greig, H Keillor and Gary Border Re 2900 W. Horizon Rdge TRU Controller Retrofit options/Prime - Replacing and upgrading unit communication and control on rooftop AC #2 due to board level failure	PRIME00032- PRIME00035			
677	3	(10-23-15) Email from Don Greig to Mark Kapetansky Gar Border, Marissa Chien, Stephanie Freeman Re 2900 W Horizon Ridge Pkwy TRU Controller Retrofit options Prime	PRIME00036- PRIME00037			
678	3	(10-28-15) Email from Gary Border to Don Grieg, Mark Kapetansky Marissa Chien, Stephanie Freeman Re 2900 W. Horizon Ridge RTU Controller Retrofit Options Prime - Board approved installation of Vyvon Chase 334 and the static pressure sensor	PRIME00038- PRIME00039			
679	3	(10-28-15) Email from Mark Kapetansky to Stephanie Freeman, Don Greig, Heather Keillor, Marissa Chien, Gary Border Re 2900 W Horizon Ridge RTU Controller Retrofit Options Prime - connecting software to the AC units.	PRIME00040- PRIME00042			
680	3	(10-29-15) Email from Mark Kapetansky to Stephanie Freeman, Don Greig, Heather Keillor, Marissa Chien, Gary Border Re 2900 W. Horizon Ridge RTU Controller	PRIME00043- PRIME00046			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		Retrofit options Prime Prima Invoice				
681	3	(11-06-15) Email from Nicholas Angell to Marissa Chien, Don Greig Re Training Reschedule EMS system	PRIME00051-PRIME00052			
682	3	(11-06-15) Email from Marissa Chien to Nicholas Angell Don Greig, Mark Kapetansky Re Training Reschedule automation system	PRIME00053-PRIME00054			
683	3	(11-06-15) Email from Gary Border to Nicholas Angell, Don Greig, Michelle Merrick, Mark Kapetansky and Mary Champagne Re Training Reschedule automation system	PRIME00055-PRIME00056			
684	3	(11-11-15) Email from Mark Kapetansky to Don Greig, Marissa Chien, Nicholas Angell, and Mary Champagne Re Training Reschedule automation system	PRIME00057-PRIME00059			
685	3	(11-11-15) Email from Don Greig to Mark Kapetansky Re Training Reschedule – Automation system	PRIME00060-PRIME00062			
686	3	(11-11-15) Email from Mark Kapetansky to Don Greig Re Training Reschedule TPM services to look at holes in the wall	PRIME00063-PRIME00065			
687	3	(11-11-15) Email from Don Greig to Mark Kapetansky Re Training Reschedule	PRIME00066-PRIME00068			
688	3	(11-04-15) Email from Mark Kapetansky to Catherine Jordan, Nicholas Angell, service at prime Re Quality Nursing VAV actuator repair retrofit proposal	PRIME00069			
689	3	(11-04-15) Email from Mark Kapetansky to Catherine Jordan, Don Greig, Nicholas Angell, and service at prime Re Quality Nursing VAV repair and follow up service – replacement of the final 6 VAV actuators	PRIME00070-PRIME00071			
690	3	(10-20-16) Email from Marissa Chien to Stephanie Freeman, tamhoa, Don Greig Re Horizon Holdings AC issue – AC has not worked correctly in	PRIME00072-PRIME00075			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		over a year				
691	3	(10-20-16) Email from Mark Kapetansky to Marissa Chein, Stephanie Freeman, Don Greig Re Horizon Holdings AC issue - Repairs on low circuit at 2900	PRIME00076-PRIME00080			
692	3	(11-18-15) Email from Marissa Chien to Mark Kapetansky and Don Greig Re 2900 RTU's Do RTU's cut the building in half on north-south basis or east-west basis	PRIME00086			
693	3	(11-18-15) Email from Mark Kapetansky to Catherine Jordan Re photos of heating at the so entrance/kitchen and Exam rooms 1-3 Exam 2 ceiling diffusers and the proper egg crate, air to the room is mid to high 60 degrees when it passes through a VAV unit	PRIME00087			
694	3	(11-18-15) Email from Mark Kapetansky to Catherine Jordan, Don Greig, Nicholas Angell Re Quality Nursing Heating Inspection 11-18-15 - Findings	PRIME00088-PRIME00089			
695	3	(11-19-15) Email from Mark Kapetansky to Catherine Jordan Re Quality Nursing Heating Inspection 11-19-15 Findings	PRIME00092			
696	3	(11-29-15) Email from Catherine Jordan to Mark Kapetansky RE Quality Nursing Heating Inspection 11-19-15 ordered new VAVs over 3 weeks ago	PRIME00093-PRIME00095			
697	3	(11-29-15) Email from Catherine Jordan to Mark Kapetansky Re Quality Nursing Heating Inspection 11-19-15, number of thermostats and actuators that were replaced and paid	PRIME00096-PRIME00098			
698	3	(12-23-15) Email from Mark Kapetansky to Don Greig, Stephanie Freeman, Heather Keillor, Marissa Chein, Gary Border, Nicholas Angell service at prime Re Follow up repairs to RTU 2 2900 WHR, Prime Service	PRIME00099			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		proposal to Taylor HR RTU 2 Repair				
699	3	(12-24-15) Email from Marrisa Chein to Mark Kapetansky, Don Greig, Stephanie Freeman, Heather Keillor, Gary Border, Nicholas Angell, service at prime Re Follow up repairs to RTU 2 2900 WHR – approval	PRIME00100			
700	3	(12-24-15) Email from Gary Border to Mark at Prime, Don Greig, Stephanie Freeman, Heather Keillor, Marissa Chien, Nicholas Angell, service at prime Re Follow up repairs at RTU 2 2900 WHR	PRIME00101- PRIME00102			
701	3	(01-04-16) Email from Mark Kapetansky to Don Greig, Nicholas Angell, Service at prime Re VAV Actuator Retrofit P15-105.1 – Quote for work performed at Don's suite	PRIME00103- PRIME00104			
702	3	(01-26-16) Email from Mark Kapetansky to Stephanie Freeman, Heather Keillor, Don Greig, Gary Border, Marissa Chien, Nicholas Angell Re Follow up mechanical repairs to RTU 25, 2900 W Horizon Ridge- Service invoice for additional repairs required to establish accurate duct static pressure	PRIME00114			
703	3	(01-27-16) Email from Heather Keillor to Mark Kapetansky Re follow up mechanical repairs to RTU 2 2900 Horizon Ridge static pressure and air temperature output	PRIME00115- PRIME00116			
704	3	(01-27-16) Email from Mark Kapetansky to Heather Keillor Re Follow up mechanical repairs to RTU 2, 2900 W Horizon Ridge, invoice lists the conditions in questions were serviced and inputs are operating correctly	PRIME00117- PRIME00119			
705	3	(01-27-16) Email from Heather Keillor to Mark Kapetansky Re Follow up mechanical repairs to RTU 2, 2900 W Horizon Ridge	PRIME00120- PRIME00122			
706	3	(01-31-16) Email from Mark	PRIME00123			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		Kapetansky to Stephanie Freeman, Heather Keillor, Don Greig, Gary Border, Marissa Chein, Nicholas Angell Re Main Controller retrofit RTU 2, 2900 W Horizon Ridge -				
707	3	(01-31-16) Email from Marissa Chein to Mark Kapetansky Re Main Controller retrofit RTU 1, 2900 W Horizon Ridge	PRIME00124- PRIME00125			
708	3	(01-31-16) Email from Mark Kapetansky to Marissa Chein Re Main controller retrofit RTU 2, 2900 W Horizon Ridge	PRIME00126- PRIME00127			
709	3	(02-27-16) Email from Mark Kapetansky to Don Greig, Marissa Chien, Gary Border, Nicholas Angell, Stephanie Freeman, Heather Keillor Re 2900 WHR RTU 1 Central Unit Control Retrofit Prime Service Proposal	PRIME00128			
710	3	(11-2015) Photo of Jordan Medical disconnected zone sensor wiring 11-2015	PRIME00129			
711	3	(02-11-15) Photo of Jordan Medical disconnected zone sensor wiring	PRIME00130			
712	3	(11-2015) Photo of Jordan Medical zone sensors as found	PRIME00131			
713	3	(07-18-16) Email from Stephanie Freeman to Mark Kapetansky Re No Cooling 7-1 2900 WHRP Shea	PRIME00139			
714	3	(07-28-16) Email from Marissa Chien to Mark Kapetansky, Lori Pugh, Don Greig, Gary Border Re Shea 2900 Horizon Ridge RTU 2 2 <sup>nd</sup> stage Ref leak	PRIME00140- PRIME00141			
715	3	(08-01-16) Email from Mark Kapetansky to Stephanie Freeman, Lori Pugh, Don Greig, Gary Border, Marissa Chien, prime service Re No Cooling 07-29-16 2900 WHRP HR-RTU 2 Repairs	PRIME00142			
716	3	(08-07-16) Email from Mark Kapetansky to Stephanie Freeman, Lori Pugh, Don Greig, Gary Border,	PRIME00143- PRIME00144			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		Marissa Chien prime service, Re No Cooling 08-03-16 2900 WHRP RTU2 2 <sup>nd</sup> Stg 2 <sup>nd</sup> Call, pressure relief, discharge piping & coupling				
717	3	(09-25-16) Email from Mark Kapetansky to Marissa Chien, Don Greig, Stephanie Freeman Re Roof proposal 2900 Horizon Ridge AC units to be removed and reset by other PRS Roofing	PRIME00145- PRIME00147			
718	3	(09-23-16) Email from Marissa Chien to Mark Kapetansky and Stephanie Freeman Re Roof referral Levi Building	PRIME00151			
719	3	(10-10-16) email from Mark Kapetansky to Marissa Chien, Lori Pugh Re Follow up work at 2900 WHRP, trying chemical sealing agent to fix leaking 2 <sup>nd</sup> circuit on RTU 2	PRIME00152			
720	3	(10-11-16) Email from Marissa Chien to Mark Kapetansky, Don Greig, Gary Border, Heather Keillor, Lori Pugh Re 2900 WHR RTU 2, Circuit 3 Refrigerant Leak Repair approval	PRIME00155- PRIME00156			
721	3	(10-24-16) Email from Mark Kapetansky to Marissa Chien, Stephanie Freeman, Lori Pugh, Don Greig, Re Horizon Holdings AC issue complaints about perimeter office space being insufficiently cooled	PRIME00157- PRIME00161			
722	3	(10-29-16) Email from Mark Kapetansky to Don Greig, Marissa Chien, Gary Border, Lori Pugh, Stephanie Freeman Re 2900 WHR RTU2, Circuit Refrigerant Leak Repair Invoice	PRIME00162			
723	3	(01-11-17) Email from Marissa Chien to Mark Kapetansky, Lori Pugh, Don Greig, Stephanie Freeman Re Inspection at Dr. Watenabi	PRIME00163- PRIME00164			
724	3	(03-20-17) Email from Lori Pugh to Gary Border, Marissa Chien, Mark Kapetansky, Stephanie Freeman Don Greig Re Unit Controller Retrofit	PRIME00169- PRIME00170			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		2900 WHR RTU 1 Prime Service Proposal				
725	3	(03-20-17) Email from Marissa Chien to Lori Pugh, Mark Kapetansky Stephanie Freeman, tamhoa, Don Greig Re Unit Controller Retrofit 2900 WHR	PRIME00171-PRIME00173			
726	3	(03-16-17) Email from Mark Kapetansky to Don Grieg Marissa Chien, Gary Border, Lori Pugh, Stephanie Freeman Re Administrative Error work to be performed is on 2900 WHR RTU 1, Circuit 1, refrigerant side repairs	PRIME00174-PRIME00175			
727	3	(05-15-17) Email from Stephanie Freeman to Mark Kapetansky, Lori Pugh, Marissa Chien Re Complete repair 2900 WHR RTU 1, RTU controller retrofit	PRIME00184-PRIME00185			
728	3	(05-25-17) email from Marissa Chien to Mark Kapetansky, Don Greig, L Brenner tamhoa, Stephanie Freeman Re Shea operating schedule for the AC Units	PRIME00191-PRIME00192			
729	3	(06-20-17) email from Gary Border to Marissa Chien Mark Kapetansky Re Freon – 2 units have no Freon	PRIME00193			
730	3	(06-26-17) email from Stephanie Freeman to Mark Kapetansky, Lori Pugh, Marissa Chien, Gary Border Re Completed repairs 2900 WHR RTU 2, circuit 2 refrigerant loss repairs	PRIME00194-PRIME00196			
731	3	(07-17-16) Email from Mark Kapetansky to Stephanie Freeman, Heather Keillor, Don Greig, Gary Border, Marissa Chien, service at prime Re No Cooling 07-01- 2900 WHRP Taylor 2900 WHRP RTU 1 NC	PRIME00205			
732	3	(07-19-17) Email from Stephanie Freeman to Mark Kapetansky, Lori Pugh, Marissa Chien Re Shea at HR RTU air filter replacements	PRIME00206-PRIME00207			
733	3	(07-26-17) Email from Marissa Chien	PRIME00208-			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		to Mark Kapetansky Re Shea compressor legend and serial numbers	PRIME00211			
734	3	(08-28-17) Email from Stephanie Freeman to Mark Kapetansky, Lori Pugh, Marissa Chien Re updated repair-service work spreadsheet	PRIME00214- PRIME00215			
735	3	(08-27-17) Email from Mark Kapetansky to Stephanie Freeman, Lori Pugh, Marissa Chien Re completed repairs 2900 WHR Pkwy RTU 2, circuit 1 stabilization efforts ETA 1350 Taylor 2900 WHR RTU 2, circuit 1 leak repairs	PRIME00216- PRIME00217			
736	3	(08-31-17) Email from Mark Kapetansky to Stephanie Freeman, Lori Pugh, Marissa Chien, updated repair spreadsheet 08-31-17 RTU itemization(not attached)	PRIME00218			
737	3	(10-13-17) Email from Marissa Chien to Mark Kapetansky, Lori Brenner Re 2900 W. Horizon Ridge Suite 200 photos (not attached)	PRIME00223- PRIME00225			
738	3	(11-22-17) Email from Marissa Chien to Mark Kapetansky Re split heat/ac	PRIME00226			
739	3	(12-19-17) Email from Stephanie Freeman to Mark Kapetansky, Lori Pugh, Marissa Chien Re Shea at HR RTU air filter replacements 12-2017	PRIME00227- PRIME00228			
740	3	(02-23-18) Email from Mark Kapetansky to Catherine Jordan, Nicholas Angell, accounting at primeac Re Suite inspection 1-11-17, VAV actuator Remove & Replace Quality Nursing temp evaluation, Conf Rm VAV actuator R&R (no attachment)	PRIME00229- PRIME00230			
741	3	(04-10-18) Email from Stephanie Freeman to Mark Kapetansky, Lori Pugh, Marissa Chien Re Shea at HR RTU circuits exam	PRIME00231- PRIME00232			
742	3	(04-18-18) Email from Marissa Chien to Steve at Chillrite, Mark Kapetansky, Gary Border	PRIME00233			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		RE 2900 WHR RTU 1, compressors in RTU #1 with these serial numbers to be replaced				
743	3	(04-26-18) Email from Mark Kapetansky to Gary Border Re crane for old equipment	PRIME00234- PRIME00237			
744	3	(05-15-18) Email from Stephanie Freeman to Marissa Chien, Mark Kapetansky, Lori Pugh Re Shea at HR RTU 1, 2900 repairs-chillrite	PRIME00238- PRIME00239			
745	3	(05-23-18) Email from Mark Kapetansky to Stephanie Freeman, Lori Pugh, Marissa Chien Re Shea at HR RTU 2, 2900 condenser coil cleaning, RTU air filter replacements 05-2018 (no attachments)	PRIME00240- PRIME00241			
746	3	(05-23-18) Email from Mark Kapetansky to Stephanie Freeman, Lori Pugh, Marissa Chien Re Shea at HR RTU 2, 2900 Condenser Coil Repairs	PRIME00242- PRIME00243			
747	3	(06-15-18) Email from Mark Kapetansky to Lori Brenner at tamhoa, Stephanie Freeman, Amanda Flores, Marissa Chien Re Shea 2900 odors, required repairs to RTU 2, circuit 2, proposal 18-020 Taylor, RTU 2 Condenser fan R&R	PRIME00244- PRIME00247			
748	3	(06-22-18) Email from Mark Kapetansky to Marissa Chien, Gary Borders, Stephanie Freeman, Lori Brenner Re Shea at 2900 HR RTU 2, circuit 2 condenser fan replacements 6-20-18, 1533 ETA invoice TAM 2900 RTU 2, ckt 2 condenser fan motor R&R, new fan motors and fan motor contactors on RTU 2	PRIME00255- PRIME00256			
749	3	(07-01-18) Email from Mark Kapetansky to Marissa Chien, Gary Border, Stephanie Freeman, Lori Brenner Re Shea at HR work itemization spreadsheet through 06-2018 RTU repair itemization (not attached)	PRIME00257- PRIME00258			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
750	3	(07-16-18) Email from Stephanie Freeman to Mark Kapetansky, Marissa Chien, Gary Broder, Lori Brenner h@expertmedicalsolutions Re Shea work on 2900 WHP, RTU 2, circuit 2	PRIME00259-PRIME00262			
751	3	(08-08-18) Email from Mark Kapetansky to Marissa Chien Re updated compressor serial number spreadsheet	PRIME00267			
752	3	(09-15-18) Email from Marissa Chien to Mark Kapetansky, Gary Border, Stephanie Freeman, Lori Brenner Re Shea at SR RTU Air Filter Replacements	PRIME00268-PRIME00269			
753	3	(09-17-18) Email from Mark Kapetansky to Marissa Chien, Stephanie Freeman, Lori Brenner, Gary Border Re Shea at HR RTU Air Filter Replacements 09-208-amended verbiage ETA 1578 Taylor Air Filter Replacements	PRIME00270-PRIME00272			
754	3	(11-15-18) Email from Marissa Chien to Mark Kapetansky Re Shea compressor legend - Shea compressor serial numbers	PRIME00273-PRIME00276			
755	3	(11-21-18) Email from Mark Kapetansky to Marissa Chien Re Warranty work requested	PRIME00277-PRIME00278			
756	3	(11-29-18) Email from Mark Kapetansky to Marissa Chien, Gary Border, Stephanie Freeman Re Shea at Horizon remaining original compressor replacements	PRIME00279			
757	3	(10-28-15) Email from Stephanie Freeman to Don Greig, Gary Border Re 2900 W Horizon Ridge RTU Controller Retrofit options-Prime, insulation for new controller, recommends more expensive controller	PRIME00280-PRIME00282			
758	3	(11-2018) Shea @ HR Compressor & Condenser Coil Legend	PRIME00298			
759	3	HR RTU Repair itemization	PRIME00299-			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		Airhandling Unit 1, serving 2900 Horizon Ridge, North half of building, floors 1&2	PRIME00307			
760	3	(02-14-18) Affidavit of Custodian of Records for PRIME HAVAC, LLC	PRIME00653			
761	4	(07-27-15) PRIME Service Proposal 15-103, Suite 101 Retrofit - \$2,587.00	PRIME00654			
762	4	(10-22-15) PRIME Service Proposal 15-104 Focus Business Mgmt Institute 2900 horizon Ridge Suite 100, installation of new control devices \$1,137.00	PRIME00655			
763	4	(12-28-15) PRIME Service Proposal 15-105-1 Focus Business Mgmt 2900 W Horizon Ridge, Suite 100 Complete installation of new control devices \$5,550.00	PRIME00656- PRIME00657			
764	4	(11-04-15) PRIME Service Proposal - Catherine Jordan, Quality Nursing 2900 Horizon Ridge Suite 101 - complete installation of new control devices \$4,500	PRIME00660- PRIME00661			
765	4	(10-28-15) PRIME Service Proposal 15-109 Shea at Horizon 2900 W Horizon Ridge RTU 2 - Retrofit existing non-communication rooftop interface with new Vykon JACE controller \$4,210.00	PRIME00662- PRIME00663			
766	4	(10-28-15) PRIME Service Proposal 15-110 2900 W Horizon Ridge RTU2 - Retrofit of existing non-communicating rooftop interface with new Honeywell Spyder programmable controller \$1,335	PRIME00664- PRIME00665			
767	4	(11-12-15) PRIME Service Proposal 15-111 Marketing Results 2900 Horizon Ridge Pkwy Suite 200 - complete installation of new control devices \$4,539.00	PRIME00666- PRIME00667			
768	4	(11-12-15) PRIME Service Proposal 15-112 Marketing Results 2900 Horizon Ridge Suite 200, complete installation of new control devices	PRIME00668- PRIME00669			



#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		\$9,139.00				
769	4	(12-10-15) PRIME Service Proposal 15-113 Ameriprise Financial Services 2900 Horizon Ridge Suite 2014, complete installation of new control devices \$4,625.00	PRIME00670-PRIME00671			
770	4	(12-10-15) PRIME Service Proposal 15-114 2900 Horizon Ridge Pkwy Suite 201, complete installation of new control devices \$1,450	PRIME00672-PRIME00673			
771	4	(12-22-15) PRIME Service Proposal 15-115, 2900 W Horizon Ridge RTU 2, repair static pressure reference input to duct pressure sensing device, repair power supply loss to duct pressure sensing device and verify device output, repair supply air temperature input to ne Vykon controller, up to an including replacement of supply air temperature sensor, \$1,250.00	PRIME00674			
772	4	(10-10-16) PRIME Service Proposal 16-100 2900 W Horizon Ridge RTU 2, recover remaining circuit #2 R22 refrigerant for eventual reinstallation. Provide for new circuit refrigerant filter drier and circuit sight glass, modify circuit refrigerant piping as required. Provide normal circuit evacuation with repairs completed and return recovered and required amount of virgin RE22 refrigerant to circuit to provide for normal operation. Additionally provide required (rate3d) chemical based refrigerant leak sealant and separate drying agent with appropriate operational follow up to activate sealant throughout circuit, \$5,920.05	PRIME00675-PRIME00676			
773	4	(03-13-17) PRIME Service Proposal 17-012 2900 Horizon Rdige RTU 1, provide for circuit leak check, and repair \$≤\$7,500.00	PRIME00682			
774	4	(03-16-17) PRIME Service Proposal	PRIME00683			



#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		17-100 2900 Horizon Ridge RTU 1, retrofit existing/original rooftop interface with new Cykon JACE controller				
775	4	(06-15-18) PRIME Service Proposal 18-020, replace both circuit 2 (original) 2 H.P. condenser fan motors on RTU 2, replace all 4 unit condenser fan contactors	PRIME00686			
776	4	(08-29-18) PRIME Service Proposal 18-029, Marketing Results, 2900 Horizon Ridge Suite 200, Re-establish ducted cooling to current office space utilized for server operations. Space updates pending to remove server operations from space (by owners), \$1,691.26	PRIME00687			
777	4	(09-09-15) PRIME Invoice ESH-0805 HVAC Controls Programming & VAV Actuators Retrofit \$2,587.06	PRIME00689			
778	4	(01-15-16) PRIME Invoice EQN-1042 Quality Nursing Home Health Suite 101, 2940 Horizon Ridge, VAV Location Verification & Suite Plans Updating, \$1,350.00	PRIME00690			
779	4	(01-11-17) PRIME Invoice EQN-1211 Jordan Medical Suite 101, 2904 Horizon Ridge, Space Temperature Concerns/system Evaluation, \$215.00	PRIME00691			
780	4	(02-15-18) PRIME Invoice EQN-1443, Quality Nursing Home-Jordan Medical Suite 101, 2904 Horizon Ridge, Conference Room VAV Actuator R&R, Install new zone sensor control wiring,. Work included necessary heating coil contactor replacement as advised. \$1,236.13	PRIME00692			
781	4	(11-06-15) PRIME Invoice, EMR-1012 Marketing Results, 2900 Horizon Ridge, Suite 200, VAV System Heating Analysis & Repair, Noted VAV 12 zone sensors malfunction subsequent to contactor	PRIME00696			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		replacement, likely source of heating short cycle and cause of contactor failure. Recommending replacement of unit actuator/sensor along with other repair requirements \$971.27				
782	4	(01-15-16) PRIME Invoice EMR-1041, Marketing Results, 2900 W Horizon Ridge, Suite 200, VAV heating Contactor Replacement-Sensor programming, \$1,000.00	PRIME00697			
783	4	(09-07-18) PRIME Invoice EMR-1579, Marketing Results, 2900 Horizon Ridge, Suite 200, Cooling Supply Retrofit to Server Space, \$1,691.26	PRIME00698			
784	4	(01-31-16) PRIME Invoice ETA-0807, Shea at Horizons, 2900-2904 Horizon Ridge, Restoration of Unit Remote Communication-Unit Control retrofit Replacement, work also required troubleshooting and repair of unit duct static pressure control power supply, replacement of unit supply air temperature sensor and replacement of failed mixed air damper actuator.\$4,294.20	PRIME00700			
785	4	(05-12-17) PRIME Invoice ETA-0815 Shea at Horizon, 2900 Horizon Ridge, RTU 1 Main Control Retrofit, \$6,797.61	PRIME00702			
786	4	(11-12-15) PRIME Invoice ETA-1016, Shea at Horizon, 2900-2904 Horizon Ridge, No heat-Use Interface Control Programming Inspection & Adjustment \$443.70	PRIME00703			
787	4	(12-28-15) PRIME Invoice ETA-1045 Shea at Horizon Ridge 2900-2904 Horizon Ridge, No Heat-Excessively Negative Building Pressure, \$1,587.24	PRIME00704			
788	4	(01-20-16) PRIME Invoice ETA-1046, Shea at Horizon Ridge, Improper Duct Static Pressure-No Supply Air Temp \$1,249.50	PRIME00705			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
789	4	(06-30-16) PRIME Invoice ETA-1124, Shea at Horizon, 2900 Horizon Ridge, Loss of Cooling Capacity RTU 1, Previous concerns over lack of cooling capacity to suite 120. Operational examination found reduced cooling performance from RTU 1. Call on 7/1 for poor space cooling found failed ckt 1 condenser fan fuse and no active mechanical cooling from RTU. \$280.00	PRIME00706			
790	4	(07-28-16) PRIME Invoice ETA-1141 Shea at Horizon, 2900 Horizon Ridge, Loss of Cooling Capacity RTU 2, poor cooling notification from suite 20., multiple refrigerant leaks in 1 <sup>st</sup> stage condenser coil. Will attempt repairs in lieu of replacement, noted previous repairs to circuit by other contractors included removal of same device entirely. \$1,864.95	PRIME00707			
791	4	(08-03-16) PRIME Invoice ETA-1145, Shea at Horizon Ridge, 2900 Horizon ridge, Loss of Cooling Capacity Stage 2, 2 <sup>nd</sup> call RTU 2, \$1,038.83	PRIME00708			
792	4	(09-15-16) PRIME Invoice ETA-1170, RTU Seasonal Air Filter Replacement \$956.02	PRIME00709			
793	4	(10/26/16) Prime Invoice ETA-1183 2900 Horizon Ridge RTU 2 Circuit 2 leak repair, \$5,100.00	PRIME00711			
794	4	(03/09/17) Prime Invoice ETA-1243 2900 Horizon Ridge Suite 101, Roof Walk/RTU Service Inspection Per Suite 101 Owner Request Provided consultation services to private mechanical engineers hired by suite 101 owner to evaluate RTU performance and discuss particular suite 101 deficiencies \$142.10	PRIME00712			
795	4	(06-08-17) Prime Invoice ETA-1304 2900 Horizon Ridge Circuit 2 Leak Repair last circuit leak call in October	PRIME00718			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		2016 Condenser replacement across all 4 RTU's is strongly advised.\$3,774.00				
796	4	(06/20/17) Prime Invoice ETA-1317 RTU Condenser Coil Cleaning Treatment, \$711.14	PRIME00722			
797	4	(07/14/17) Prime Invoice ETA-1332 2900/2904 Horizon Ridge, RTU Seasonal air Filter Replacement, \$918.85	PRIME00724			
798	4	(08/08/17) Prime Invoice ETA-1350, 2900 Horizon Ridge RTU 2, Refrigerant Circuit 1 Stabilization, calls from owner over marginal cooling performance in various suite space. In lieu, of substantive repairs and with larger scale equipment structural overhaul planes, determined circuit stabilization was more economically appropriate. \$670.00	PRIME00725			
799	4	(12/13/17) Prime Invoice ETA-1409 2900/2904 Horizon Ridge RTU Seasonal Air filter Replacement, \$918.85	PRIME00727			
800	4	(03/19/18) Prime Invoice ETA-1464 2900/2904 Horizon Ridge RTU Circuit Operational Analysis, Inspect for new refrigeration side failures, \$229.00	PRIME00728			
801	4	(04/25/18) Prime Invoice ETA-1484, 2900 Horizon Ridge, RTU1 Condenser Side Repair/CKT 1 compressor Replacements, \$458.00	PRIME00729			
802	4	(05/21/18) Prime Invoice ETA-1494, 2900 Horizon Ridge RTU 2 Refrigerant Circuit 1 Repair, noted one original condenser fan motor failure prior to listed repairs. Fatigued motors likely contributing to leaks. Tandem fan motor replacement required/bot motors original to unit. \$4,098.00	PRIME00730			
803	4	(05/11/18) Prime Invoice ETA-1501	PRIME00731			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		2900 Horizon Ridge RTU 2, Circuit 1 condenser Fan Motor R&R, found failed original condenser fan motor/failed, \$3,003.96				
804	4	(05/16/18) Prime Invoice ETA-1505, 2900/2904 Horizon Ridge, RTU Seasonal Air Filter Replacement \$934.51	PRIME00732			
805	4	(06/20/18) Prime Invoice ETA-1533, 2900 Horizon Ridge RTU2, Circuit 2 Condenser Fan Motor R&R, replace both condenser fan motors on 2 <sup>nd</sup> circuit after recent work replacing fan motors on 1 <sup>st</sup> circuit, also installed new contactors for all 4 fans. \$3,661.62	PRIME00736			
806	4	(07/06/18) Prime Invoice ETA-1540 2900 Horizon Ridge RTU 2 Circuit 2 Leak Repair, 2 <sup>nd</sup> stage found leaking/confirmed flat at repair. Completed welded reinforcement of approx.. 40 individual coil connections in position. \$5,000.00.	PRIME00737			
807	4	(09/06/18) Prime Invoice ETA-1578 2900/2904 Horizon Ridge RTU Seasonal Air Filter & Fan Grease/Belt Service \$2,623.30	PRIME00738			
808	4	(01-14-18) Affidavit of Custodian of Records – Corporate Air Mechanical Services, Inc. (CAMS)	CAMS00001			
809	4	(01-01-16) CAMS invoice 32960 to Shea at Horizons – Inspection Maintenance Contract Semi-Annual Billing Jan-Jun2016, \$2,125.00	CAMS00002			
810	4	(02-26-16) Shea Check #20159 to CAMS - \$2,125.00	CAMS00003			
811	4	(07-01-15) CAMS invoice to Shea – Inspection Maintenance Contract – Semi Annual Billing \$2,125.00	CAMS00004			
812	4	(07/21/15) Shea check #20046 to CAMS, \$2,125.00	CAMS00005			
813	4	(12-29-15) CAMS Service Work Order 17683 – Job LV15227- Operational inspection on 4 York	CAMS00006- CAMS00010			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		rooftop package units & Air Conditioning-Heating Checklists (smart relay display is blank)				
814	4	(07-14-15) CAMS Service Work Order 17227 – Job LV15227 Perform Annual inspections maintenance and filter change out & Air conditioning-Heating checklist Sys 1 & 2 (#1 compressor on System 1 bad-must replace Bldg 2900, Exhaust fan on lower roof Bldg 2904 needs repair)	CAMS00011-CAMS00015			
815	4	(09-11-15) CAMS Service Work Order 17526 Job LTS090740 \$423.81 to Shea Replaced low pressure switch circuit 2 – A-C 1 north unit Installed new switch on a 1/4 swivel tee – all of operations normal	CAMS00016			
816	4	(09-08-15) CAMS Service Work Order 17477 Job LT5090740 \$190 Bldg 2900 – Trouble call No cool-Bas low pressure switch	CAMS00017			
817	4	(10-07-15) Shea Check #20085 to CAMS \$2,018.81 (Invoices 32566,32559,32597)	CAMS00018			
818	4	(08-28-15) CAMS Service Work Order 17471 Bldg 2900 – Recover unit and replaced compressor vacuum recharge, unit operation normal	CAMS00019			
819	4	(06-15-15) CAMS Service Work Order 17160 Job LT5060413 \$152.50 Bldg 2900 – Trouble call no cool-circuit 1 was tripped – Compressor on circuit 1 is drawing too many amps	CAMS00020			
820	4	(06-22-15) CAMS Invoice 32210 to Shea Project-LT 5060413 \$152.50, Bldg 2900 – No cooling 1 circuit tripped, compressor drawing too many amps	CAMS00021			
821	4	(06-29-15) Shea Check #20036 To CAMS \$152.50, Invoice 32210	CAMS00022			
822	4	(07-06-15) CAMS Service Work Order 17280 Job LT5070513 \$880.80 Bldg 2900 – found leak on A-C 1, circuit 1	CAMS00023			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
823	4	(07-13-15) CAMS Invoice# 32354 Project LT5070513\$880.80 to Shea Bldg 2900 – diagnosed and repaired leak on A-C 1	CAMS00024			
824	4	(07-23-15) Shea Check #20049 to CAMS \$1,802.46, Invoices 32356, 32354	CAMS00025			
825	4	(07-10-15) CAMS Service Work Order 17226 Job LT5060452 \$921.66 Bldg 2900 – Leak Repair at condenser coil – all conditions normal	CAMS00026			
826	4	(07-13-15) CAMS Invoice #32356 Job LT5060452 \$921.66 to Shea – Diagnosed leak on A-C 2 performed leak repair Bldg 2900	CAMS00027			
827	4	(07-23-15) Shea Check# 20049 to CAMS \$1,802.46 Invoices 32356, 32354	CAMS00028			
828	4	(03-04-15) CAMS Service Work Order 16806 Job LT5030178 \$247.50 Bldg 2900 Check suite 200, entire area cold, unit communication board is out, runs 24/7	CAMS00029			
829	4	(03-16-15) CAMS Invoice#31874 Job LT5030178 to Shea Bldg 2900, suite 200 entire area is cold, unit running 64 degrees, communication board out, \$247.50	CAMS00030			
830	4	(03-31-15) Shea Check #6667 to CAMS Invoice 31874R	CAMS00031			
831	4	(02-19-15) CAMS Service Work Order#16742 Job LT5020136 \$1,577.50 Bldgs 2900 & 2904 Inspect leak on rooftop units check bldg. pressure sensors & unit operation & A-C Heating checklist, Bldg static pressure sensor is bad, exhaust fan locked out by controls, Freon leak, unit has a supply air leak, evap face damper disconnected, both circuits have freon leak	CAMS00032- CAMS00037			
832	4	(03-10-15) Shea Check# 6654 to CAMS \$1,577.50, invoice # 31837	CAMS00038			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
833	4	(01-28-15) Service Work Order #16751 Job LT5020124 \$2,520 Suite 201 Common area, checked return layout on 1 <sup>st</sup> & 2 <sup>nd</sup> floor, checked vav;s	CAMS00040			
834	4	(01-27-15) CAMS Service Work Order#16633 Job LT5020124 \$3,330 Suite 101, ductwork vav survey checked vav operations, cfm readings	CAMS00043			
835	4	(02-23-15) CAMS Invoice #31833 Job LT5020124 \$13,545 to Shea vav & duct mapping and inspections of systems, Suites 100, 101, 120, 200, 201	CAMS00045			
836	4	(04-07-15) Shea Check #6675 \$3,500 to CAMS Invoice #31894, repair control board, R&M-HVAC repairs	CAMS00051			
837	4	(03-23-15) CAMS Invoice #31894 Project LN5030181 \$3,500 to Shea, negotiated bid -project- Repair AC 2 control board, remove board and ship to York for repair	CAMS00052			
838	4	(03-09-15) CAMS Service Work Order #16811 Job LN5030181, remove circuit board to send back for repair	CAMS00053			
839	4	(03-06-15) CAMS Proposal to Shea, Board of Directors, Project: 2900 Horizon Ridge AC2 Repair Control Board \$3,500	CAMS00054			
840	4	(04-21-15) Shea Check #6686 \$7,100 to CAMS Project LN5020158, Invoice #31956, HVAC repairs	CAMS00055			
841	4	(04-13-15) CAMS Invoice #31956 Project LN5020158 \$7,100 to Shea, Bldg 2900 Negotiated bid Repair 4 refrigerant leaks, replace 2 pressure sensors, repair separated duct	CAMS00056			
842	4	(02-25-15) CAMS Service Work Order 16820 Job LN5020158 Repaired broken supply air duct in 1 <sup>st</sup> floor hallway, repaired two air leaks in supply duct Suite 120, repaired broken supply air duct in 2 location,	CAMS00058			



#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		suite 200 S. West – repaired air leak in supply plenum for AC on roof				
843	4	(02-24-15) CAMS Service Work Order #16750 Job LN5020158, repairs refrigerant leaks on AC 2 Bldg 2904 & AC 1&2 in Bldg 2900	CAMS00059			
844	4	(03-03-15) Shea Check #6644 \$2,160 Invoice #31836 Job LN5020130 to CAMS, refill coolant, R&M HVAC repairs	CAMS00060			
845	4	(02-10-15) CAMS Service Work Order #16736 Bldg 2900 Suite 100 \$2,160, 1 York RTU-2, no cooling TRU-2, unit was locked out on alarm	CAMS00061			
846	4	(02-10-15) CAMS Proposal to Shea Project 2900 Bldg, refill Circuit 2 with 65 lbs of R22, \$2,160	CAMS00063			
847	4	(10-07-15) Shea Check #20085 \$2,018.81 to CAMS, invoices 32566, 32559, 32597	CAMS00064			
848	4	(09-08-15) CAMS Invoice #32566 to Shea Project LN5080695 \$1,385 Bldg 2900, Negotiated Bid AC-1 Replace TXV power head on Circuit #2, replace circuit breaker for circuit #1, compressor #2	CAMS00065			
849	4	(09-02-15) CAMS Service Work Order #17459 Bldg 2900 \$1,385, installed the breaker overload on compressor, pumped down circuit #2, changed the power head of stage #2, circuit #2	CAMS00066			
850	4	(06-22-15) Shea Check #20029 \$4,965 to CAMS, Invoices 32126, 32139	CAMS00067			
851	4	(05-26-15) CAMS Service Work Order #17047 Job LN5040260 \$3,500 Installed control board	CAMS00068			
852	4	(06-01-15) CAMS Invoice #32126 Project LN5040260 \$3,500 Bldg 2900 Negotiated Bid AC-1, Replace control board with rebuilt control board	CAMS00069			
853	4	(07-06-15) Shea Check #20041	CAMS00070			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		\$37,700 Project LN5040250 Invoice 32165, 32151				
854	4	(06-08-15) CAMS Invoice #32151 Negotiated Bid Bldg 2900 \$17,850 Install Fire Dampers in Hallways of 1 <sup>st</sup> and 2 <sup>nd</sup> floors	CAMS00071			
855	4	(07-06-15) Shea Check #20041 \$35,700 Invoices 32165, 32151	CAMS00072			
856	4	(06-22-15) Shea Check #20029 \$4,965 to CAMS Invoices 32126, 32139	CAMS00075			
857	4	(05-28-15) CAMS Service Work Order #17051 \$1,465 Bldg 2900, replace contactors circuit #1, compressors removed the burnt contactors & installed new ones	CAMS00076			
858	4	(06-01-15) CAMS Invoice #32139 \$1,465 Project LN5050329 to Shea Bldg 2900 Negotiated Bid AC-2 replace contactors for compressor #1	CAMS00077			
859	4	(07-31-15) Johnson Controls Check #3316203 \$3,168.94 to CAMS, Purchase Order-Warranty, Invoice #1236576290	CAMS00078			
860	4	(09-03-15) She Check #1001 \$12,350 to CAMS Invoice #32493	CAMS00079			
861	4	(08-21-15) CAMS Invoice #32493 to Shea Project LN5060452 \$12,350 Bldg 2900, Negotiated Bid Install 2 OEM compressors on circuit 1 of AC-2	CAMS00080			
862	4	(07-06-15) CAMS Service Work Order #17279 Job LN5060452 Bldg 2900, replace compressor AC-2 & repair Leaks	CAMS00081			
863	4	(08-06-15) CAMS Service Work Order #17347 Job LN5060452 Bldg 2900, recovered system 1, removed tandum compressor, installed new tandum compressor system	CAMS00082			
864	4	(12-21-15) Shea Check #20125 to CAMS Invoice 32898 \$950	CAMS00083			
865	4	(12-07-15) CAMS Invoice #32898 Project LN5110922 \$950, Negotiated	CAMS00084			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		Bid Bldg 2900 AC-1, replace overload for Circuit #1 Compressor #1				
866	4	(12-02-15) CAMS Service Work Oder #17847 Job LN5110922 Bldg 2900 \$950 1 overload, 1 aux contact	CAMS00085			
867	4	(11-06-15) Shea Check #20104 Invoice #32760 \$1,360	CAMS000086			
868	4	(10-26-15) CAMS Invoice #32760 Project LN5100819 \$1,360 to Shea Bldg 2900 Negotiated Bid Replace condenser fan motor on AC-1	CAMS00087			
869	4	(10-23-15) CAMS Service Order #17698 Job LN5100819 \$1,360 AC-1, replaced condenser fan motor on AC unit, operation normal	CAMS00088			
870	4	(10-07-15) Shea Check #20085 \$2,018.81 to CAMS, Invoices 32566, 32559, 32597	CAMS00089			
871	4	(01-07-16) CAMS Service Work Order #17856 Job LT6010019 \$247.50 Trouble call, too much static pressure in Bldg, checked unit, blew lines, operation normal	CAMS00092			
872	4	(11-10-15) CAMS Service Work Order #17751 Job LT5110905 \$152.50, trouble call AC unit not working, found trip on compressor overload, reset unit, operation normal, overload is going hard	CAMS00095-CAMS00096			
873	4	(11-16-15) CAMS Invoice #32827 Project LT5110905 Bldg 2900 \$152.50, called out to diagnose issue with Ac not working, found it was tripped on compressor overload, all normal, overload is going bad	CAMS00097			
874	4	(11-30-15) Shea Check #152.50 to CAMS Invoice #32827	CAMS00098			
875	4	(10-09-15) CAMS Service Work Order #17686 Job LT5100813 \$200 Bldg 2900, trouble call, no cool, unit trip reset unit, blown fuse on stage 1 condenser, fan motor should be replaced, bearings are starting to	CAMS00099-CAMS00100			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		make noise				
876	4	(10-19-15) CAMS Invoice #32713 Project LT5100813 Bldg 2900 \$200 Diagnose issue with no cooling, blown fuse on stage one condenser fans	CAMS00101			
877	4	(11-11-15) Shea Check #20108 \$352.50, invoice 32713, 32708	CAMS00102			
878	4	(09-29-15) CAMS Service Work Order #17591 Job LT5100836 \$152.50 Bldg 2900 & 2904, remove occupied jumpers from rood top units, #2 & #4	CAMS00103- CAMS00104			
879	4	(10-19-15) CAMs Invoice #32708 Project LT5100836 \$152.50 to Shea Bldgs 2900 & 2904 removed occupied jumpers from roof top units	CAMS00105			
880	4	(11-11-15) Shea Check #20108 \$352.50 Invoices 32713, 32708	CAMS00106			
881	4	(08-26-15) CAMS Service Work Order #17451 \$342.50 Bldg 2900, NW unit both circuits, circuit #1 compressor #2, motor protection shuts circuit down. Circuit breaker overload is bad, Circuit #2 locked out on low pressure, appears the TXV power head is bad	CAMS00107			
882	4	(09-01-15) CAMS Invoice #32551 Project LT5080691 Bldg 2900, diagnose NW unit. Both circuits locked out, circuit #1 compressor #2 motor protection shuts circuit down, circuit overload is bad, circuit #2 is locked out on low pressure, appears TXV power head is bad	CAMS00108			
883	4	Shea Check #20092, \$342.50, Invoice #32551	CAMS00109			
884	4	(09-11-15) Email from Steve Burford to Don Greig, Gary Border, Marissa Chien, Stephanie Freeman Re Duct static pressure set point and sensor that make sure the correct volume of air is going through the main duct work to all of the suites	CAMS00118			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
885	4	(07-08-15) Email from Stephanie Freeman to Steve Burford, heather Keillor, Don Greig, Gary Border, Marissa Chien RE will be out on Friday at 7:00 am to complete the compressor change out for 2900 Horizon Ridge	CAMS00121			
886	4	(02-23-15) Email to Steve Burford, Marissa Chien, Lorraine Conti, Donald Paradiso, Don Greig, Gary Border Re Repair Quote to take care of the repairs we noted during our inspection.	CAMS00122			
887	4	(07-13-15) Email from Stephanie Freeman to Steve Burford, heather Keillor, Don Greig, Gary Border, Marissa Chein Re 2900 Horizon Ridge signed CAMS proposal	CAMS00123			
888	4	(07-30-15) Email from Steve Burford to Marissa Chien, Re Controllers, 25 controllers and wall sensors, can get the price down to \$952/controller and wall stat	CAMS00124			
889	4	(08-10-15) email from Marissa Chien to Nicholas Angell Re Defective VAV report, Shea Bldg 2 Testing, Software And Hardware Testing Spread Sheet	CAMS00125- CAMS00127			
890	4	(08-13-15) Email from Don Greig to Steve Burford Re 2900 Building HVAC, brand new compressors we just installed at Bldg 2900 have failed mechanically, something internal had broken and its causing the compressor to over amp and trip the unit off. Parts & Labor covered by warranty	CAMS00128- CAMS00129			
891	4	(07-13-15) Email from Gary Border to Stephanie Freeman, Don Greig, Marissa Chien Re 2900 Bldg HVAC Re I approve OEM equipment for the compressor in case of future emergency, cost to install one non OEM Compressor \$61,00, two OEM	CAMS00130- CAMS00133			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		compressors \$12,350.00, two bids from Scheider, compressors for units on 2900 are the incorrect size				
892	4	(08-26-15) Email from Don Greig to Gary Border, Steve Burford Re access to building to change out faulty compressor at Bldg 2900	CAMS00134-CAMS00136			
893	4	(09-08-15) Email from Nicholas Angell to Marissa Chien, Steve Burford, Stephanie Freeman, Gary Border, Don Greig Re Software upgrade and commissioning	CAMS00141			
894	4	(09-09-15) PRIME Invoice ESH-0805 to Catherine Jordan Bldg 2904, Suite 101, Quality Nursing Home Re HVAC Controls Programming & VAV Actuators \$2,587.06	CAMS00143			
895	4	(10-12-15) Email from Steve Burford to Stephanie Freeman Re Bldg 2900 AC1 Called out to Bldg 2900 last week due to the Northern unit not working. Found one condenser fan motor had blown it fuse. Motor is still currently working, recommend replacing the condenser fan motor before it fails completely.	CAMS00144			
896	4	(09-03-15) Email from Steve Burford to Catherine Jordan, Stephanie Freeman, Marissa Chien, Don Greig Re South Offices, temperature readings of the air coming out of the supply registers foun between 59 and 63 degrees out of all registers	CAMS00145-CAMS00146			
897	4	(06-02-15) Email from Steve Burford to Catherine Jordan Re new sensors were initially ordered on May 21 <sup>st</sup> via email from me to the supplier.	CAMS00147			
898	4	(07-01-15) Email from Steve Burford to Catherine Jordan Re couldn't get anyone over there today, been busy	CAMS00148			
899	4	(07-06-15) Email from Steve Burford to Catherine Jordan Re left message with Nick	CAMS00149			
900	4	(07-06-15) Email from Steve Burford	CAMS00150			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		to Catherine Jordan Re Nick will check two more controllers that are not communicating correctly				
901	4	(07-07-15) Email from Steve Burford to Nicholas Angell Re controller count for Catherine Jordan's office	CAMS00151			
902	4	(07-09-15) Email from Steve Burford to Catherine Jordan Re Make invoice and proposals billed out to Quality Nursing	CAMS00152-CAMS00153			
903	4	(07-07-15) Email from Nicholas Angell to Steve Burford Re total of 3 confirmed bad controllers	CAMS00154			
904	4	(07-10-15) Email from Steve Burford to Catherine Jordan Re Controller Replacement proposal for three controllers and corresponding wall sensors \$1000 of bid for programming controllers	CAMS00155			
905	4	(06-02-15) CAMs Proposal Replace Three VAV Controller and Three Wall Sensors \$3,820.00	CAMS00156-CAMS00157			
906	4	(08-26-15) Email from Steve Burford to Don Greig, Gary Shea, Marissa Chien, Heather Keillor, Stephanie Freeman, Michelle Merrick Re Compressor on Bldg 2900 on northern half of the building, unit was tripped off on a fault, one of the compressor circuit breakers is bad on circuit 1, temperature in 80 degrees in office and unbearable	CAMS00158-CAMS00162			
907	4	(08-27-15) Email from Steve Burford to Catherine Jordan Re picture of TXV and the original order from the York units	CAMS00163			
908	4	(08-27-15) Email from Steve Burford to Marissa Chien, Gary Shea, Don Greig, Stephanie Freeman Re Replace TXV Power head and Circuit Breaker AC1 Bldg 2900, CAMS proposal for 2900 Bldg AC1 - \$1,385.00	CAMS00164-CAMS00166			
909	4	(08-27-15) Email from Steve Burford	CAMS00167			

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#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		to Catherine Jordan, Matthew Ekins, Stephanie Freeman Re Fixing northern units for 2900 Horizon Ridge				
910	4	(08-27-15) Email from Catherine Jordan to Steve Burford, Matthew Ekins, Stephanie Freeman RE Fixing northern units for 2900 Horizon Ridge	CAMS00168			
911	4	(09-02-15) Email from Steve Burford to Catherine Jordan Re tech will be out to fix North unit	CAMS00169			
912	4	(12-09-14) Email from Lorraine conti to Steve Burford, Simon at Wattmaster, Marissa Shea Re Meeting with Shea to see how this system will function and help them take control	CAMS00170			
913	4	(12-09-14) Email from Marissa Chein to Lorraine Conti, Gary Border, Steve Burford and Simon Re demonstration meeting with Shea Board	CAMS00171			
914	4	(12-19-14) Email from Lorraine Conti to Don Greig, Steve Burford, Marissa Chien Gary Border Re Office inspection	CAMS00172-CAMS00174			
915	4	(01-05-15) Email from Steve Burford to Marissa Chien, Gary Border, Lorraine Conti Re Shea CAMS and Wattmaster Letter bid prie for VAV, control board etc	CAMS00175-CAMS00176			
916	4	(02-13-15) Email from Lorraine Conti to Steve Burford, Don Shea, Gary Shea, Gary Border, Marissa Shea Re Rooftop Units , CAMs has approval to proceed with the repairs	CAMS00180			
917	4	(01-22-15) CAMS Proposal to Shea Project Repair four Refrigerant Leaks, Replace two Pressure Sensors, Repair Separated Duct \$12, 250.00	CAMS00200			
918	4	(02-23-15) Email from Shea at Horizon to Steve Burford Re Repair Quote Approved, Board moving forward with repair excluding any	CAMS00201			



#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		repairs in 101				
919	4	(02-25-15) Email from Steve Burford to Don Greig, Lorraine Conti, Marissa Chein, Donald Paradiso, Gary Border Re Repairs, all of the leaks we found in the main supply aire ducts have been repaired	CAMS00202-CAMS00203			
920	4	(03-04-15) Email from Marissa Chien to Steve Burford, Lorraine Conti, Gary Border Re YPAL Communications Info Form 06-26-14	CAMS00204			
921	4	(03-07-16) Email from Heather Keillor to Lori Kekich, Cesar Rodriguez, Delfino, Kristy at titan roofing, Mark at Prime Ac C Fulton Re Shea work orders	CAMS00206			
922	4	(03-24-16) Email from Steve Burford to Heather Keillor Re Inspection reports from December 2015 inspection for 2900 and 2904 Horizon Ridge	CAMS00207-CAMS00208			
923	4	(08-25-15) Email from Heather Keillor to Steve Burford Re Inspection Reports for 2900 & 2904, board would like you to fix the belts	CAMS00209			
924	4	(08-10-15) Email from Heather Keillor to Steve Burford Re HVAC Blowing at 85 degrees	CAMS00210-CAMS00212			
925	4	(07-10-15) Email from Stephanie Freeman to Steve Burford, Heather Keillor Re HVAC Docs, HVAC bids, proposals, compressor B-1 B-2 quote, TAC compressor approval 12000, HVAC Repair	CAMS00215			
926	4	(07-09-15) Email from Steve Burford to Stephanie Freeman, heather Keillor Re HVAC 2940 #201 Assuming controller is bad because it is not communicating with the BMS	CAMS00216-CAMS00218			
927	4	(05-27-15) Email from Steve Burford to Michelle Merrick, Stephanie Freeman, Heather Keillor, Gary Border Re HVAC 2900 #2 , parts in stock in CA	CAMS00219-CAMS00221			

Returned

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
928	4	(05-26-15) Email from Merrick to Stephanie Freeman Gary Border, Re HVAC system is not putting out any cold air this morning	CAMS00222-CAMS00223			
929	4	(10-12-15) Email from Steve Burford to Stephanie Freeman Don Greig, Marissa Chien Re AC 1 Bldg 2900, northern unit not working, condenser fan motors blown fuse	CAMS00224			
930	4	(10-12-15) CAMS Proposal Bldg 2900 AC1, replace condenser fan motor \$1,3609.00	CAMS00225			
931	4	(11-16-15) CAMS Proposal to Shea Bldg 2900 AC1 Replace Overload for Circuit1, compressor 1 \$950.00	CAMS00229			
932	4	(11-16-15) Email from Steve Burford to Stephanie Freeman Re Proposal to replace an overload on AC 1 of the Bldg 2900	CAMS00230-CAMS00231			
933	4	(11-09-15) Email from Catherine Jordan to Stephanie Freeman, William Paul Wright, Esq., Don Greig, Marissa Chien Gar Border Re Tech out tomorrow morning at 7 am to do 2 <sup>nd</sup> inspection of the 4 rooftop units at 2900 and 2904	CAMS00232			
934	4	(10-12-15) Email from Nicholas Angell Control co to Marissa Chien Steve Burford, Don Greig, Gary Border, Heather Keillor Re Bldg 2940 Suite 201 AC issues, multiple factors contributing to the issues in suite 201, issues with occupancy and unit running constantly, conference room and the main broker's office are 84 degrees	CAMS00243-CAMS00245			
935	4	(10-14-15) Email from Marissa Chien to Donna Stephanie Freeman, Heather Keillor, Don Greig, Steve Burford, Nick Angell Re Bldg 2940 Suite 201 AC issues - VAV controller on your conference needed to be replaced	CAMS00246			
936	4	(10-15-15) Email from Donna	CAMS00248			

*Returned*

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		Flanigan to Nick Angell, Stephanie Freeman, Heather Keillor, Don Greig, Gary Border, Marissa Chein, Steve Burford Re Bldg 2940 Suite 201 AC Issues, front office 77 degrees right now, conference room was too warm				
937	4	(10-15-15) Email from Donna Flanigan to Marissa Chien, Nick Angell, Stephanie Freeman, Heather Keillor, Don Greig, Gary Border, Steve Burford Re Bldg 2940 Suite 201 AC issues	CAMS00249			
938	4	(08-06-15) Email from Don Greig to Steve Burford Re Call me to talk about what needs to be done	CAMS00250			
939	4	(07-13-15) Email from Stephanie Freeman to Heather Keillor Don Greig, Gary Border, Marissa Chien Re Bldg 2900	CAMS00251			
940	4	(07-06-15) Email from Steve Burford to Stephanie Freeman Re compressor we received from York for rooftop unit at 2900 I incorrect	CAMS00252			
941	4	(04-14-15) Email from Steve Burford to Don Greig, Lorraine Conti Re Bldg 2900 AC1 Control Board for AC 1 on Bldg 2900 is damaged and needs to be replaced, photo of AC1 Board	CAMS00279- CAMS00283			
942	4	(04-02-15) Email from Lorraine Conti to Steve Burford, Don Shea Re HVAC update request, 2904 no return lines needed, just return air grilles that lay in the drop ceiling grid, fire dampers need to be installed for the return air grilles to be effective, only remaining item is the building pressure sensors, proposals for 2904 to install additional return air grilles in their space, Ste 200, 120, 100	CAMS00285- CAMS00287			
943	4	(04-03-15) CAMS Proposal to Owner to Install 27 Additional Return Air Grilles in Drop Ceiling, Ste 200 \$1,320.00, Install 8 Additional Return Air Grilles in Drop Ceiling Ste	CAMS00288- CAMS00290			

*Returned*

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		120\$480.00, Install 8 additional return air grilles in drop ceiling Ste 100 \$450.00				
944	4	(03-20-15) Email from Steve Burford to Lorraine Conti, Don Greig, Marissa Chien, Gary Border Re Fire Damper proposals to install the fire dampers in the hallways above the drop ceiling	CAMS00300			
945	4	(02-11-15) Email from Lorraine Conti to Steve Burford, Don Greig Re Shea controlco proposals and supplemental information	CAMS00303			
946	4	(02-11-15) Email from Steve Burford to Jeannie Schneider, Lorrain Conti, Don Greig RE CAMS signed proposal Bldg 2900, have Schneider come out to give us access to the control system in order to make some adjustments	CAMS00304			
947	4	(02-10-15) Email from Steve Burford to Don Greig Re Bldg 2900 AC problem found one of your AC circuits flat empty of refrigerant, tech fixed the area leaking	CAMS00305			
948	4	(01-29-15) Email from Steve Burford to Don Greig Re will have guys there tomorrow to start taking air flow reading, map out suite 201 in Bldg 2900 to check ductwork	CAMS00307- CAMS00309			
949	4	(01-22-15) Email from Lorraine Conti to Steve Burford Re Shea diagrams and hvac duct survey	CAMS00313- CAMS00314			
950	4	(11-06-14) Email from Steve Burford to Lorraine Conti, RE heating and cooling checklist, CAMS proposal to install 8 additional return air grilles in drop ceiling Ste 100 \$450.00, CAMS Proposal to install 8 additional return air grilles in drop ceiling suite 120 \$480.00, CAMS proposal to replace three VAV controllers and three wall sensors \$3,820.00, CAMs proposal to install 27 additional return air grilles	CAMS00315- CAMS00323			

*Returned*

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		in drop ceiling \$1,320.00, CAMS proposal to install 8 additional return air grilles in drop ceiling, \$450.00, CAMS proposal to install 8 additional return air grilles in drop ceiling \$480.00, CAMs proposal to install 27 additional return air grilles in drop ceiling \$1,320.00				
951	4	(07-10-15) CAMS Invoice to Quality Nursing, Project LN5070532, issue with cooling, VAVs operating normal, duct pressure appears normal \$105.00	CAMS00324			
952	4	(09-14-15) Quality Nursing Check to CAMS #9162, Invoice 32347, \$105.00	CAMS00325			
953	4	(07-10-15) CAMS Service Work Order #13795 to Quality Nursing, Bldg 2900 Ste 101 Check VAVS working normal \$105.00	CAMS00326			
954	4	(02-23-15) CAMS Service Work Order #16759 to Ameriprise Financial – whistling sound coming from ceiling found 20" supply duct that reduces to an 8' duct was separated \$152.50	CAMS00327			
955	4	(02-23-15) CAMS Invoice #31855 to Flynn group - diagnose issue with whistling sound coming from ceiling, found 20' supply duct that reduces to an 8' duct was separated \$152.50	CAMS00328			
956	4	(03-05-15) Check #3218 from Flynn Group to CAMS \$152.50,	CAMS00329			
957	4	(01-28-15) CAMs service Work Order #16752 to Flynn Group, Bldg 2900 Suite 201, ductwork & VAV survey checked VAV operation took CFM reading at each supply & return, made maps \$190.00	CAMS00330			
958	4	(02-23-15) CAMS Invoice #31834 to Flynn Group Project LT5020086, perform ductwork VAV survey for mapping operations \$190.00	CAMS00331			
959	4	(02-23-15) Flynn Group check #3235 to CAMS, \$190.00, Invoice	CAMS00332			

#	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
		#31834				
960	4	(05-13-15) CAMS Proposal to Rycon Construction Project Install Four Schneider Electric Wall Sensors Bldg 2900 Ste 101 \$760.00	CAMS00333			
961	4	(06-12-15) CAMS Invoice 32188 to Rycon Const Project LN5050310 Bldg 2900 Ste 101 Install 4 Schneider Electric wall sensors \$760.00	CAMS00334			
962	4	(07-07-15) Rycon Construction check #4448 to CAMS \$760.00	CAMS00335			
963	4	(06-08-15) CAMS Service Work Order #17078 to Rycon Construction Bldg 2900 Ste 101, Install 3 of 4 sensor for suite 100 \$760.00	CAMS00336			
964	4	(05-07-15) CAMS Service Work Order #16976 Bldg 2900 Ste 101, Ste 101 is too hot, found not return to any of the spaces and verified the VAVs were all working properly	CAMS00341			

Case No.: A-17-758435-C

Trial Date: February 3, 2020

Dept. No.: 22

Judge: Susan H. Johnson

Plaintiff: Horizon Holdings 2900, LLC

Court Clerk: Jill Chambers

Recorder / Reporter: Norma Ramirez

Counsel for Plaintiff: Eric B. Zimbelman

vs.

Defendant: Shea at Horizon ridge  
Owners Association, et al.

Counsel for Defendant: Robert E. Schumacher  
Brian K. Walters

TRIAL BEFORE THE COURT

JOINT STIPULATED TRIAL EXHIBIT LIST

Ex.	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted
J1	1	Declaration of Commercial Office Subdivision Covenants, Conditions & Restrictions	TAM0308-TAM0347	2/3/2020	N	2/3/2020
J2	1	First Amendment to Declaration of Commercial Office Subdivision Covenants, Conditions & Restrictions	TAM0348-TAM0353			
J3	1	Calculation	SHEA-RC-018-SHEA-RC-020			
J4	1	Email from Catherine Jordan to Stephanie Freeman	TAM0135			
J5	1	Email chain - Burford to Chien	CAMS00158			
J6	1	Email - Jordan to Burford	CAMS00137-CAMS00138			
J7	1	Email chain - Freeman to Jordan	JORDAN000548-JORDAN000556			
J8	1	Email - Burford to Jordan	CAMS00117			
J9	1	Letter - TAMS to CAMS	CAMS00110			
J10	1	Letter - Horizon Holdings to Shea	JORDAN000078			
J11	1	Report from Sahara Air	JORDAN000086-JORDAN000087			
J12	1	Email - Chien to Kapetansky et al.	PRIME00047 - PRIME00050	2/3/2020	N	2/3/2020
J13	1	Email - Kapetansky to Jordan	TAM0134	"	"	"
J14	1	Email chain - Chien to Burford	CAMS00142-CAMS00143	"	"	"

Ex.	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted	
J15	1	Email chain - Chien to Freeman et al.	SHEA0102 - SHEA0103	2/3/2020	N	2/3/2020	PS
J16	1	Email Chain - Freeman to Pugh et al.	SHEA0127- SHEA0129	"	"	"	PS
J17	1	Gifford Consulting letter	JORDAN000001- JORDAN000005	"	"	"	PS
J18	1	Precision Air Balance proposal	JORDAN000090	"	"	"	PS
J19	1	Email and Duct Survey	CAMS00181- CAMS00194				
J20	1	Work Orders, Invoices and Checks	CAMS00039- CAMS00048				
J21		Sparks Expert Report	Sparks Dep. Ex. B	2/3/2020	N	2/3/2020	PS
J22	1	Mechanical Drawings - Burford annotated	SHEA-HBFS-0219 - SHEA-HBFS-0220	"	"	"	PS
J23	1	Commercial Lease Agreement	JORDAN000599- JORDAN000619	"	"	"	PS
J24	1	Lubawy Expert Report	Lubway Dep. Ex. 1	"	"	"	PS
J25	1	CAMS Proposal to Rycon, Invoice, Work Order, Check	CAMS00333- CAMS00336	"	"	"	PS
J26	1	Email - Greig to Burford	CAMS00299	2-4-2020	Y	2-4-2020	PS
J27	1	Email - Conti to Burford	CAMS00291- CAMS00295	2/4/2020	N	2/4/2020	PS
J28	1	Email - Greig to Burford	CAMS00282	2/3/2020	N	2/3/2020	PS
J29	1	Email - Valesano to Burford	CAMS00284	"	"	"	PS
J30	1	Email - Border to Burford et al	CAMS 00139 - CAMS00140	"	"	"	PS
J31		Email - Greig to Burford	CAMS00228	"	"	"	PS
J32	1	Email - Burford to Freeman et al	CAMS00236				
J33	1	Email - Chien to Kapetansky et al.	PRIME00189- PRIME00190				
J34	1	Email - Chien to Border	SHEA0099 - SHEA0101	2/3/2020	N	2/3/2020	PS
J35	1	Articles of Incorporation	TAM0287- TAM0288				PS
J36	1	By Laws	TAM0289- TAM0307				PS
J37	1	Rules and Regulations	TAM0360- TAM0364				PS
J38	1	Email - Burford to Chien	CAMS0158				PS
J39	1	Meeting Minutes	TAM0571- TAM0572				PS
J40	1	Construction Agreement	JORDAN000572- JORDAN000578				PS
J41	1	Floor Plan	SHEA-RC-030, SHEA-RC-027				PS



Ex.	Vol.	Description	Bates Range	Date Offered	Objection	Date Admitted	
J42	1	Letter from Jordan	TAM132- TAM133	2/3/2020	N	2/3/2020	BS
J43	1	Promissory Note	JORDAN000743- JORDAN000757	"	"	"	BS
J44	1	Community Management Agreement	TAM047- TAM060	"	"	"	BS
J45	1	Email - Flanigan to Freeman	CAMS00234				
J46	1	Email chain - Chien to Freeman	SHEA0130- SHEA0135	2/3/2020	N	2/3/2020	BS
J47	1	Prime HVAC Proposal	Kapetansky Dep. Ex. 7	"	"	"	BS
J48	1	Email chain - Kapetansky to Chien et al	PRIME00081- PRIME00085	"	"	"	BS
J49	1	Gibson Air HVAC Proposal	JORDAN000271	"	"	"	BS

# EXHIBIT(S) LIST

Case No.:

A758435

Trial Date:

2/3/2020

Dept. No.:

XXII

Judge:

Susan Johnson

Court Clerk:

Jill Chambers

Plaintiff:

Horizon Holdings 2900

Recorder:

Norma Ramirez

Counsel for Plaintiff:

Eric Zimbelman

vs.

Defendant:

Shea at Horizon Ridge

Counsel for Defendant:

Robert Schmacher

Brian Walters

## TRIAL BEFORE THE COURT

Court's

EXHIBITS

Ex. #	Exhibit Description	Date Offered	Obj .	Date Admitted
1.	Demonstrative - Map Willow Creek	2.7.2020		2.12.2020
2.	" - Willow Creek Office Park	2.7.2020		2.12.2020
3.	William Bird - Rebuttal HVAC Report	2.7.2020		2.12.2020
4.	William Bird - HVAC Report	2.7.2020		2.12.2020
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				

# EXHIBIT(S) LIST

Case No.: A758435

Trial Date: 2/5/2020

Dept. No.: XXII

Judge: Susan Johnson

Plaintiff: Horizon Holdings 2900

Court Clerk: Jill Chambers

Recorder: Norma Ramirez

Counsel for Plaintiff: Eric Zimbelman

vs.

Defendant: Shea at Horizon Ridge  
Owner's Association

Counsel for Defendant: Robert Schumacher  
Brian Walters

## TRIAL BEFORE THE COURT

Plaintiff's EXHIBITS

Ex. #	Exhibit Description	Date Offered	Obj	Date Admitted
1.	Subpoena - Custodian of Recs - Henderson	2.5.2020	N	2.5.2020
2.	Affidavit	"	"	"
3.	Building Plans - 2900 W. Horizon	"	"	"
4.	" " " - 2904 W. Horizon	"	"	"
5.	CD - Building Plans - 2900 + 2904 W. Horizon	"	"	"
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE  
**NOTICE OF DEFICIENCY**  
ON APPEAL TO NEVADA SUPREME COURT

**PAT LUNDVALL**  
**2300 W. SAHARA AVE., SUITE 1200**  
**LAS VEGAS, NV 89102**

**DATE: November 24, 2020**  
**CASE: A-17-758435-C**

**RE CASE:** HORIZON HOLDINGS 2900, LLC vs. SHEA AT HORIZON RIDGE OWNERS ASSOCIATION;  
TAYLOR MANAGEMENT ASSOCIATION

NOTICE OF APPEAL FILED: November 24, 2020

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)\*\*
  - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)\*\*
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)\*\*
  - NRAP 7: Bond For Costs On Appeal in Civil Cases
  - *Previously paid Bonds are not transferable between appeals without an order of the court.*
- ☐ Case Appeal Statement
  - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

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**NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:**

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

***Please refer to Rule 3 for an explanation of any possible deficiencies.***

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***\*\*Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.***

# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; ORDER RE: DEFENDANT SHEA AT HORIZON RIDGE OWNERS ASSOCIATION'S MOTION FOR ATTORNEY'S FEES, COSTS AND INTEREST; NOTICE OF ENTRY OF ORDER RE: DEFENDANT SHEA AT HORIZON RIDGE OWNERS ASSOCIATION'S MOTION FOR ATTORNEY'S FEES, COSTS AND INTEREST; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

HORIZON HOLDINGS 2900, LLC,

Plaintiff(s),

vs.

SHEA AT HORIZON RIDGE OWNERS  
ASSOCIATION; TAYLOR MANAGEMENT  
ASSOCIATION,

Defendant(s),

Case No: A-17-758435-C

Dept No: XXII

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 24 day of November 2020.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk