

Electronically Filed
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Elizabeth A. Brown
Clerk of Supreme Court

NOTC

CARRIE E. HURTIK, ESQ.

Nevada Bar No. 7028

JONATHON R. PATTERSON, ESQ.

Nevada Bar No. 9644

HURTIK LAW & ASSOCIATES

6767 West Tropicana Ave. #200

Las Vegas, NV 89103

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Attorneys for Plaintiff/Counter-defendant,

DESERT VALLEY CONTRACTING, INC.

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DESERT VALLEY CONTRACTING, INC. a
Nevada corporation,

Plaintiff,

vs.

IN-LO PROPERTIES, a Nevada limited
liability company; EUGENE INOSE, an
individual; JEFFREY LOUIE, an individual;
DOES 1 through 10; and ROE ENTITIES 1
through 10,

Defendants.

EUGENE INOSE, an individual;

Counterclaimant,

vs.

DESERT VALLEY CONTRACTING, INC., a
Nevada corporation; DOES I through X,
inclusive, and ROE CORPORATIONS I
through X, inclusive,

Counterdefendants,

Case No.: A-16-734351-C

Dept. No.: XV

NOTICE OF APPEAL

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that the above-named Plaintiff, DESERT VALLEY CONTRACTING, INC. by and through their counsel or record, HURTIK LAW & ASSOCIATES, hereby appeals to the Supreme Court of Nevada from the Amended Notice of Amended Findings of Fact and Conclusions of Law Following Remand entered against them on July 6, 2021 by the Eighth Judicial District Court in the above-captioned action.

DATED this 4 day of August 2021.

HURTIK LAW & ASSOCIATES


CARRIE E. HURTIK, ESQ.

Nevada Bar No. 7028

JONATHON R. PATTERSON, ESQ.

Nevada Bar No. 9644

HURTIK LAW & ASSOCIATES

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Attorneys for Plaintiff/Counter-defendant,
DESERT VALLEY CONTRACTING, INC.

CERTIFICATE OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, JONATHON PATTERSON, declare:

I am a resident of and employed in Clark County, Nevada. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6767 West Tropicana Avenue, Suite 200, Las Vegas, Nevada 89103.

Pursuant to N.R.C.P 5(b) and EDCR 7.26, I hereby certify that on 4/8 day of August 2021,

I served a true and correct copy of the foregoing document described as **NOTICE OF APPEAL** on the party listed below:

BRIAN W. BOSCHEE, ESQ.
SEAN E. STORY, ESQ.
HOLLEY, DRIGGS, WALCH
FINE, WRAY, PUZEY & THOMPSON
400 South Fourth Street, Third Floor, Las Vegas, Nevada 89101

☒ **VIA U.S. MAIL:** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada. I am "readily familiar" with the firm's practice of collection and processing correspondence by mailing. Under that practice, it would be deposited with the U.S. postal service on that same day with postage fully prepaid at Las Vegas, Nevada in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

☒ **VIA ELECTRONIC SERVICE:** by transmitting via electronic service maintained by court's electronic filing system, on whom it is served at the electronic service address as last given by that person on any e-document which he/she has filed in the action and served on the party making the service. The copy of the document served by electronic service bears a notation of the date and time of transmission and the electronic mail address to which transmitted. A confirmation of the electronic service containing the electronic mail addresses to which the e-document(s) was/were transmitted will be maintained with the e-document(s) served.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Las Vegas, Nevada on August 4/8 2021


JONATHON PATTERSON, an employee of
HURTIK LAW & ASSOCIATES

CASE SUMMARY**CASE NO. A-16-734351-C**

Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

§
§
§
§
§
§

Location: **Department 15**
 Judicial Officer: **Hardy, Joe**
 Filed on: **03/31/2016**
 Cross-Reference Case Number: **A734351**
 Supreme Court No.: **79751**

CASE INFORMATION**Statistical Closures**

07/01/2021 Other Manner of Disposition
 09/03/2019 Judgment Reached (bench trial)

Case Type: **Building and Construction**

Case Status: **07/01/2021 Closed**

DATE**CASE ASSIGNMENT****Current Case Assignment**

Case Number A-16-734351-C
 Court Department 15
 Date Assigned 03/31/2016
 Judicial Officer Hardy, Joe

PARTY INFORMATION

		<i>Lead Attorneys</i>
Plaintiff	Desert Valley Contracting Inc	Hurtik, Carrie E. <i>Retained</i> 702-966-5200(W)
Defendant	IN-LO Properties LLC	Boschee, Brian W. <i>Retained</i> 702-791-0308(W)
	Inose, Eugene Removed: 09/03/2019 Dismissed	Boschee, Brian W. <i>Retained</i> 702-791-0308(W)
	Louie, Jeffrey Removed: 07/28/2016 Dismissed	
Counter Claimant	Inose, Eugene Removed: 09/03/2019 Dismissed	Boschee, Brian W. <i>Retained</i> 702-791-0308(W)
Counter Defendant	Desert Valley Contracting Inc Removed: 09/03/2019 Dismissed	Hurtik, Carrie E. <i>Retained</i> 702-966-5200(W)

DATE**EVENTS & ORDERS OF THE COURT****INDEX****EVENTS**

03/31/2016



Complaint

Filed By: Plaintiff Desert Valley Contracting Inc
 [1] Complaint

03/31/2016

















Initial Appearance Fee Disclosure

Filed By: Plaintiff Desert Valley Contracting Inc
 [6] Plaintiffs' Initial Appearance Fee Disclosure

CASE SUMMARY

CASE NO. A-16-734351-C

04/01/2016	 Summons Filed by: Plaintiff Desert Valley Contracting Inc <i>[2] Summons</i>
04/01/2016	 Summons Filed by: Plaintiff Desert Valley Contracting Inc <i>[3] Summons</i>
04/01/2016	 Summons Filed by: Plaintiff Desert Valley Contracting Inc <i>[4] Summons</i>
04/01/2016	 Notice of Lis Pendens Filed by: Plaintiff Desert Valley Contracting Inc <i>[5] Notice of Pendency of Action (Lis Pendens)</i>
06/07/2016	 Answer and Counterclaim Filed By: Defendant IN-LO Properties LLC <i>[7] Eugene Inose's Answer to Complaint and Counterclaim</i>
06/07/2016	 Initial Appearance Fee Disclosure Filed By: Defendant IN-LO Properties LLC <i>[8] Initial Appearance Fee Disclosure</i>
06/07/2016	 Motion to Dismiss Filed By: Defendant IN-LO Properties LLC <i>[9] Defendants In-Lo Properties and Jeffrey Louie's Motion to Dismiss</i>
06/08/2016	 Notice of Hearing <i>[10] Notice of Hearing</i>
06/08/2016	 Notice of Hearing <i>[11] Notice of Hearing</i>
06/10/2016	 Motion to Expunge Lis Pendens Filed By: Defendant IN-LO Properties LLC <i>[12] Defendant In-Lo Properties' Motion to Expunge Lis Pendens On An Order Shortening Time</i>
06/13/2016	 Certificate of Service Filed by: Plaintiff Desert Valley Contracting Inc <i>[13] Certificate of Service</i>
06/13/2016	 Certificate of Service Filed by: Plaintiff Desert Valley Contracting Inc <i>[14] Certificate of Service</i>
06/15/2016	 Receipt of Copy Filed by: Defendant IN-LO Properties LLC <i>[15] Receipt of Copy</i>
06/17/2016	 Release of Lis Pendens Filed By: Plaintiff Desert Valley Contracting Inc <i>[16] Release of Lis Pendens</i>

CASE SUMMARY

CASE NO. A-16-734351-C

06/23/2016	 Opposition to Motion Filed By: Plaintiff Desert Valley Contracting Inc <i>[17] Plaintiff, Desert Valley Contracting, Inc.'s Opposition To Defendant, In-Lo Properties, LLC's Motion To Expunge Lis Pendens On An Order Shortening Time</i>
06/23/2016	 Opposition to Motion Filed By: Plaintiff Desert Valley Contracting Inc <i>[18] Plaintiff, Desert Valley Contracting, Inc.'s Opposition To Defendant, In-Lo Properties, LLC's Motion To Expunge Lis Pendens On An Order Shortening Time</i>
06/27/2016	 Opposition to Motion to Dismiss Filed By: Plaintiff Desert Valley Contracting Inc <i>[19] Plaintiff, Desert Valley Contracting, Inc.'s Opposition to Defendants, In-Lo Properties, LLC's and Jeffrey Louie's Motion to Dismiss</i>
06/28/2016	 Notice of Withdrawal of Motion Filed By: Defendant IN-LO Properties LLC <i>[20] Notice of Withdrawal of Defendant In-Lo Properties' Motion to Expunge Lis Pendens on an Order Shortening Time</i>
07/08/2016	 Answer to Counterclaim Filed By: Plaintiff Desert Valley Contracting Inc <i>[21] Plaintiff/Counter-defendant, Desert Valley Contracting, Inc.'s Answer to Defendant/Counterclaimant, Eugene Inose's Counterclaim</i>
07/13/2016	 Reply to Opposition Filed by: Defendant IN-LO Properties LLC <i>[22] Defendants In-Lo Properties and Jeffrey Louie's Reply to Plaintiff Desert Valley Contracting, Inc.'s Opposition to Motion to Dismiss</i>
07/28/2016	 Order Filed By: Defendant IN-LO Properties LLC <i>[23] Order Granting, In Part, And Denying, In Part, Defendants' In-Lo Properties and Jeffrey Louie's Motion to Dismiss</i>
07/29/2016	 Notice of Entry of Order Filed By: Defendant IN-LO Properties LLC <i>[24] Notice of Entry of Order</i>
08/02/2016	 Commissioners Decision on Request for Exemption - Granted <i>[25] Commissioner's Decision on Request for Exemption - Granted</i>
08/04/2016	 Receipt of Copy Filed by: Plaintiff Desert Valley Contracting Inc <i>[27] Receipt of Copy</i>
08/04/2016	 Answer to Complaint Filed by: Defendant IN-LO Properties LLC <i>[26] Defendant IN-LO Properties' Answer To Complaint</i>
08/22/2016	 Joint Case Conference Report Filed By: Plaintiff Desert Valley Contracting Inc <i>[28] Joint Case Conference Report</i>

CASE SUMMARY

CASE NO. A-16-734351-C

10/06/2016	 Scheduling Order <i>[29] Scheduling Order</i>
10/07/2016	 Disclosure Statement Party: Defendant IN-LO Properties LLC <i>[30] In-Lo Properties and Eugene Inose's NRCP 7.1 Disclosure Statement</i>
10/11/2016	 Order Setting Civil Non-Jury Trial <i>[31] Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
05/19/2017	 Notice <i>[32] Notice of Taking Deposition Upon Oral EXamination of Defendant, Eugene Inose</i>
07/13/2017	 Order Setting Civil Non-Jury Trial <i>[33] Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
10/03/2017	 Order Setting Settlement Conference <i>[34] Order Setting Settlement Conference</i>
10/03/2017	 Order Setting Settlement Conference <i>[35] Order Setting Settlement Conference</i>
10/09/2017	 Order Setting Civil Non-Jury Trial <i>[36] Second Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
01/09/2018	 Stipulation Filed by: Plaintiff Desert Valley Contracting Inc <i>[37] Stipulation to Continue Trial</i>
01/18/2018	 Order Setting Civil Non-Jury Trial <i>[38] Third Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
04/12/2018	 List of Witnesses Filed By: Plaintiff Desert Valley Contracting Inc <i>[39] Plaintiff/Counter-Defendant, Desert Valley Contracting, Inc.'s Preliminary List of Trial Witnesses and Exhibits</i>
04/27/2018	 Joint Pre-Trial Memorandum <i>[40] Joint Pre-Trial Memorandum</i>
05/09/2018	 Order Setting Civil Non-Jury Trial <i>[41] Fourth Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
09/14/2018	 Pre-Trial Disclosure Party: Plaintiff Desert Valley Contracting Inc <i>[42] Plaintiff/Counter-Defendant, Desert Valley Contracting, Inc. Pre-Trial Disclosures</i>
09/19/2018	 Order Setting Civil Non-Jury Trial <i>[43] Fourth Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>

CASE SUMMARY

CASE NO. A-16-734351-C

10/05/2018	 Notice of Change of Address Filed By: Plaintiff Desert Valley Contracting Inc <i>[44] Notice of Change of Address</i>
12/14/2018	 Order Setting Civil Non-Jury Trial <i>[45] Fifth Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference, and Calendar Call</i>
03/06/2019	 Joint Pre-Trial Memorandum <i>[46] Joint Pre-Trial Memorandum</i>
04/01/2019	 Trial Subpoena Filed by: Defendant IN-LO Properties LLC; Counter Claimant Inose, Eugene <i>[47] Trial Subpoena (Steve Raleigh - Desert Home Electric, Inc.)</i>
04/01/2019	 Trial Subpoena Filed by: Defendant IN-LO Properties LLC; Counter Claimant Inose, Eugene <i>[48] Trial Subpoena (Russ Barlow - Hy-Bar Las Vegas)</i>
04/01/2019	 Trial Subpoena Filed by: Defendant IN-LO Properties LLC; Counter Claimant Inose, Eugene <i>[49] Trial Subpoena (Miles Francis - Summit Tile & Stone, LLC)</i>
04/01/2019	 Trial Subpoena Filed by: Defendant IN-LO Properties LLC; Counter Claimant Inose, Eugene <i>[50] Trial Subpoena (Robert Ramirez)</i>
04/02/2019	 Trial Subpoena <i>[51] Trial Subpoena</i>
04/03/2019	 Trial Subpoena <i>[52] Trial Subpoena</i>
04/04/2019	 Trial Brief Filed By: Defendant IN-LO Properties LLC; Counter Claimant Inose, Eugene <i>[53] Defendant In-Lo Properties and Defendant/Counterclaimant Eugene Inose's Trial Brief</i>
06/20/2019	 Brief Filed By: Plaintiff Desert Valley Contracting Inc <i>[54] Plaintiff/Counter-Defendant Desert Valley Contracting's Trial Brief</i>
09/03/2019	 Findings of Fact, Conclusions of Law and Order Filed By: Defendant IN-LO Properties LLC; Counter Claimant Inose, Eugene <i>[55] Defendant In-Lo Properties and Defendant/Counterclaimant Eugene Inose's Findings of Fact and Conclusions of Law</i>
09/04/2019	 Notice of Entry of Findings of Fact, Conclusions of Law Filed By: Defendant IN-LO Properties LLC <i>[56] Notice of Entry of Findings of Fact and Conclusions of Law</i>
09/06/2019	 Memorandum of Costs and Disbursements Filed By: Defendant IN-LO Properties LLC <i>[57] Memorandum of Costs and Disbursements</i>

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CASE NO. A-16-734351-C

09/06/2019	 Certificate of Service Filed by: Defendant IN-LO Properties LLC <i>[58] Certificate of Service</i>
09/20/2019	 Motion for Attorney Fees and Costs Filed By: Defendant IN-LO Properties LLC <i>[59] Defendants' Motion for Attorney's Fees and Costs</i>
09/20/2019	 Clerk's Notice of Hearing <i>[60] Notice of Hearing</i>
09/30/2019	 Notice of Appeal <i>[61] Notice fo Appeal</i>
09/30/2019	 Case Appeal Statement <i>[62] Case Appeal Statement</i>
10/08/2019	 Opposition <i>[63] Plaintiff/Counter-Defendant Desert Valley Contracting Inc's Opposition to Defendant/Counter-Claimant's Motion for Attorney Fees and Costs</i>
10/15/2019	 Motion to Stay Filed By: Plaintiff Desert Valley Contracting Inc <i>[64] Plaintiff/Counter-Defendant Desert Valley Contracting Inc's Motion to Stay Pending Appeal</i>
10/15/2019	 Clerk's Notice of Hearing <i>[65] Clerk's Notice of Hearing</i>
10/17/2019	 Reply in Support Filed By: Defendant IN-LO Properties LLC <i>[66] Reply in Support of Defendants' Motion for Attorneys' Fees and Costs</i>
11/13/2019	 Opposition Filed By: Defendant IN-LO Properties LLC <i>[67] Opposition to Plaintiff's Motion to Stay</i>
12/04/2019	 Brief Filed By: Defendant IN-LO Properties LLC <i>[68] Brief Regarding Bond Requirement for Stay of Judgment</i>
12/04/2019	 Supplement <i>[69] Supplement to Plaintiff's Motion to Stay</i>
12/27/2019	 Transcript of Proceedings <i>[70] Request for Transcripts</i>
02/06/2020	 Order Filed By: Defendant IN-LO Properties LLC <i>[71] Order Regarding Defendants' Motion for Attorneys' Fees and Costs</i>
02/06/2020	 Order Denying Motion

CASE SUMMARY

CASE NO. A-16-734351-C

	<p>Filed By: Defendant IN-LO Properties LLC <i>[72] Order Denying Plaintiff's Motion to Stay Appeal</i></p>
02/06/2020	<p> Notice of Entry of Order Filed By: Defendant IN-LO Properties LLC <i>[73] Notice of Entry of Order Regarding Defendants' Motion for Attorneys' Fees and Costs</i></p>
02/06/2020	<p> Notice of Entry of Order Filed By: Defendant IN-LO Properties LLC <i>[74] Notice of Entry of Order Denying Plaintiff's Motion to Stay Pending Appeal</i></p>
02/10/2020	<p> Recorders Transcript of Hearing <i>[75] Recorders Transcript Bench Trial Day 1 - 4/8/2019</i></p>
02/10/2020	<p> Recorders Transcript of Hearing <i>[76] Recorders Transcript of Hearing Re:</i></p>
02/10/2020	<p> Recorders Transcript of Hearing <i>[77] Recorders Transcript of Bench Trial - Day 3 4/10/19</i></p>
02/10/2020	<p> Recorders Transcript of Hearing <i>[78] Recorders Transcript of Hearing Re:</i></p>
02/10/2020	<p> Recorders Transcript of Hearing <i>[79] Recorders Transcript of Hearing Re:</i></p>
02/10/2020	<p> Recorders Transcript of Hearing <i>[80] Recorders Transcript of Hearing Re:</i></p>
02/10/2020	<p> Recorders Transcript of Hearing <i>[81] Recorders Transcript of Hearing Re:</i></p>
02/20/2020	<p> Notice of Posting Filed By: Plaintiff Desert Valley Contracting Inc <i>[82] Plaintiff/Counter-Defendants' Notice of Posting Supercedeas Bond</i></p>
03/31/2021	<p> NV Supreme Court Clerks Certificate/Judgment -Remanded <i>[83] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Reversed and Remand</i></p>
04/01/2021	<p> Order Scheduling Status Check <i>[84] Order Setting Status Check</i></p>
05/21/2021	<p> Supplemental Brief Filed By: Defendant IN-LO Properties LLC <i>[85] Defendants' Supplemental Brief on Remand</i></p>
05/21/2021	<p> Supplemental Brief Filed By: Plaintiff Desert Valley Contracting Inc <i>[86] Plaintiff/Counter-Defendant Desert Valley Contracting's Briefing as to Supreme Court Ruling</i></p>
07/01/2021	<p> Findings of Fact, Conclusions of Law and Judgment Filed by: Counter Claimant Inose, Eugene</p>

CASE SUMMARY

CASE NO. A-16-734351-C

[87] Amended Findings of Fact and Conclusions of Law Following Remand

07/06/2021



Notice of Entry of Findings of Fact, Conclusions of Law

Filed By: Defendant IN-LO Properties LLC

[88] Notice of Entry of Amended Findings of Fact and Conclusions of Law Following Remand

07/12/2021



Memorandum of Costs and Disbursements

Filed By: Defendant IN-LO Properties LLC

[89] Memorandum of Costs and Disbursements

07/27/2021



Motion for Attorney Fees

Filed By: Defendant IN-LO Properties LLC

[90] Defendants' Supplemental Motion for Attorneys' Fees Pursuant to NRCP 68

07/27/2021



Clerk's Notice of Hearing

[91] Notice of Hearing

08/04/2021



Notice of Appeal

[92] Notice of Appeal

DISPOSITIONS

07/28/2016

Order of Dismissal Without Prejudice (Judicial Officer: Hardy, Joe)

Debtors: Desert Valley Contracting Inc (Plaintiff)

Creditors: Jeffrey Louie (Defendant)

Judgment: 07/28/2016, Docketed: 08/04/2016

09/03/2019

Order of Dismissal With Prejudice (Judicial Officer: Hardy, Joe)

Debtors: Desert Valley Contracting Inc (Plaintiff)

Creditors: IN-LO Properties LLC (Defendant), Eugene Inose (Defendant)

Judgment: 09/03/2019, Docketed: 09/04/2019

Debtors: Desert Valley Contracting Inc (Counter Defendant)

Creditors: Eugene Inose (Counter Claimant)

Judgment: 09/03/2019, Docketed: 09/04/2019

02/06/2020

Judgment Plus Interest (Judicial Officer: Hardy, Joe)

Debtors: Desert Valley Contracting Inc (Plaintiff)

Creditors: IN-LO Properties LLC (Defendant), Eugene Inose (Defendant)

Judgment: 02/06/2020, Docketed: 02/06/2020

Total Judgment: 114,801.83

03/31/2021

Clerk's Certificate (Judicial Officer: Hardy, Joe)

Debtors: IN-LO Properties LLC (Defendant)

Creditors: Desert Valley Contracting Inc (Plaintiff)

Judgment: 03/31/2021, Docketed: 04/09/2021

Comment: Supreme Court No. 79751 Appeal Reversed

07/01/2021

Amended Order (Judicial Officer: Hardy, Joe)

Debtors: Desert Valley Contracting Inc (Plaintiff)

Creditors: IN-LO Properties LLC (Defendant), Eugene Inose (Defendant)

Judgment: 07/01/2021, Docketed: 09/04/2019

Debtors: Eugene Inose (Counter Claimant)

Creditors: Desert Valley Contracting Inc (Counter Defendant)

Judgment: 07/01/2021, Docketed: 09/04/2019

HEARINGS

07/05/2016

CANCELED Motion to Expunge Lis Pendens (9:00 AM) (Judicial Officer: Hardy, Joe)

Vacated - per Attorney or Pro Per

CASE SUMMARY

CASE NO. A-16-734351-C

Defendant In-Lo Properties' Motion to Expunge Lis Pendens On An Order Shortening Time

07/21/2016



Motion to Dismiss (9:00 AM) (Judicial Officer: Hardy, Joe)

Defendants In-Lo Properties and Jeffrey Louie's Motion to Dismiss

MINUTES

Granted in Part;

Journal Entry Details:

Mr. Miller argued in support of the Motion, stating that the third and fourth claims against Defendant IN-LO should be dismissed, as any potential benefit or responsibility would lie with Defendant Eugene Inose. Additionally, Mr. Miller argued that all claims pending against Defendant Jeffrey Louie should be dismissed, as he had never had any involvement with the Plaintiff, and was only a managing member of IN-LO. Ms. Hurtik argued in opposition, stating that the claims had been sufficiently pled, and both Mr. Inose and Mr. Louie were agents of IN-LO. COURT ORDERED Motion GRANTED IN PART as to Defendant Jeffrey Louie, FINDING that claims were brought against Mr. Louie only because he was a member of the LLC, and that was not sufficient under Nevada's notice pleadings standard; all claims against Defendant Jeffrey Louie were hereby DISMISSED WITHOUT PREJUDICE for all of the reasons set forth in the Motion and during oral arguments. COURT FURTHER ORDERED the remainder of the Motion was hereby DENIED IN PART WITHOUT PREJUDICE, FINDING that unjust enrichment could be pled as alternative theory or separate claim; ALTERNATIVELY, the COURT FOUND that the allegation of change orders opened the door to maintaining the unjust enrichment claim. The COURT FURTHER FOUND that the facts and elements of the intentional interference claim against Defendant IN-LO had been sufficiently pled, and a claim had been stated upon which relief could be granted. Mr. Miller to prepare the Order and forward it to Ms. Hurtik for approval as to form and content.;

07/10/2017



Status Check: Trial Setting (9:30 AM) (Judicial Officer: Hardy, Joe)

Matter Heard;

Journal Entry Details:

Mr. Boschee advised that he had discussed continuing the trial to November with Ms. Hurtik, noting that both parties had scheduling issues. Mr. Patterson affirmed Mr. Boschee's representations. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue. 10/23/17 8:30 AM PRE TRIAL CONFERENCE 11/8/17 8:30 AM CALENDAR CALL 11/13/17 10:30 AM BENCH TRIAL;

08/14/2017

CANCELED Pre Trial Conference (8:30 AM) (Judicial Officer: Hardy, Joe)

Vacated

08/30/2017

CANCELED Calendar Call (8:30 AM) (Judicial Officer: Hardy, Joe)

Vacated

09/05/2017

CANCELED Bench Trial (10:30 AM) (Judicial Officer: Hardy, Joe)

Vacated

09/25/2017



Status Check (9:30 AM) (Judicial Officer: Hardy, Joe)

Matter Heard;

Journal Entry Details:

Mr. Boschee requested the trial be continued to the Court's February 2018 trial stack, stating that his client would be selling his home, said home being the subject of the instant litigation. Additionally, Mr. Boschee advised that the parties would attempt to settle again. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue. 1/16/18 8:30 AM PRE TRIAL CONFERENCE 1/31/18 8:30 AM CALENDAR CALL 2/5/18 10:30 AM BENCH TRIAL;

10/23/2017

CANCELED Pre Trial Conference (8:30 AM) (Judicial Officer: Hardy, Joe)

Vacated

11/08/2017

CANCELED Calendar Call (8:30 AM) (Judicial Officer: Hardy, Joe)







Vacated

11/13/2017

CANCELED Bench Trial (10:30 AM) (Judicial Officer: Hardy, Joe)

CASE SUMMARY

CASE NO. A-16-734351-C

	<i>Vacated</i>
11/29/2017	 Settlement Conference (10:30 AM) (Judicial Officer: Israel, Ronald J.) Not Settled; Journal Entry Details: <i>Also present: Mr. Daniel Merritt, Estimator for Plaintiff and Mr. Dennis Zachary Plaintiff's principle. Settlement Conference held in chambers. Parties were unable to reach a settlement agreement.;</i>
12/11/2017	 Status Check (9:30 AM) (Judicial Officer: Hardy, Joe) Matter Heard; Journal Entry Details: <i>Mr. Boschee noted that there were a couple of depositions that needed to be taken; however, there were no pre-trial issues that the Court needed to address at this time. COURT ORDERED the trial dates would STAND.;</i>
01/16/2018	 Pre Trial Conference (8:30 AM) (Judicial Officer: Hardy, Joe) Matter Heard; Journal Entry Details: <i>Mr. Boschee noted that a Stipulation and Order to Continue Trial Date had been submitted to the Court. Pursuant to the Stipulation and Order, COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue. 4/30/18 8:30 AM PRE TRIAL CONFERENCE 5/16/18 8:30 AM CALENDAR CALL 5/21/18 10:30 AM BENCH TRIAL;</i>
01/31/2018	CANCELED Calendar Call (8:30 AM) (Judicial Officer: Hardy, Joe) <i>Vacated</i>
02/05/2018	CANCELED Bench Trial (10:30 AM) (Judicial Officer: Hardy, Joe) <i>Vacated</i>
03/26/2018	 Status Check (9:30 AM) (Judicial Officer: Ames, Jack B.) Matter Heard; Journal Entry Details: <i>Upon Court's inquiry, counsel indicated there were no issues for the Court to address at this time, and they were prepared to proceed to trial.;</i>
04/30/2018	 Pre Trial Conference (8:30 AM) (Judicial Officer: Hardy, Joe) Matter Heard; Journal Entry Details: <i>The Court informed counsel that, due to its schedule, the instant trial could be double stacked with another trial, or it could be continued to the next available trial stack. Mr. Boschee stated that double stacking the trial would be logistically difficult. Upon Court's inquiry, counsel advised that approximately five (5) days would be needed for trial. Colloquy regarding scheduling. COURT ORDERED the trial dates were hereby VACATED and RESET. An Amended Trail Order shall issue. 9/17/18 8:30 AM PRE TRIAL CONFERENCE 10/3/18 8:30 AM CALENDAR CALL 10/8/18 10:30 AM BENCH TRIAL;</i>
05/16/2018	CANCELED Calendar Call (8:30 AM) (Judicial Officer: Hardy, Joe) <i>Vacated</i>
05/21/2018	CANCELED Bench Trial (10:30 AM) (Judicial Officer: Hardy, Joe) <i>Vacated</i>
08/13/2018	 Status Check (9:30 AM) (Judicial Officer: Hardy, Joe) Matter Heard; Journal Entry Details: <i>The Court advised counsel of the limited availability on the October 8, 2018, trial stack, and inquired as to whether they wished to reschedule the trial dates. Mr. Boschee requested that</i>

CASE SUMMARY

CASE NO. A-16-734351-C

the trial dates stand at this time, due to the Defendants being located out of state. Upon Court's inquiry, counsel represented that approximately three to four days would be needed for trial. COURT ORDERED the trial dates would STAND.;

09/17/2018



Pre Trial Conference (8:30 AM) (Judicial Officer: Hardy, Joe)

Matter Heard;

Journal Entry Details:

Upon Court's inquiry, Mr. Patterson indicated that approximately four days were required for trial. Additionally, Mr. Patterson requested that the trial date be continued to the January of 2019, trial stack. Mr. Story represented that there was no opposition to the trial being continued. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue. 12/10/18 8:30 AM PRETRIAL / CALENDAR CALL 1/2/19 10:30 AM BENCH TRIAL;

10/03/2018

CANCELED Calendar Call (8:30 AM) (Judicial Officer: Hardy, Joe)

Vacated

10/08/2018

CANCELED Bench Trial (10:30 AM) (Judicial Officer: Hardy, Joe)

Vacated

11/14/2018



Status Check (9:30 AM) (Judicial Officer: Hardy, Joe)

Matter Heard;

Journal Entry Details:

Upon Court's inquiry, Mr. Patterson indicated that discovery was complete, the parties were prepared to proceed to trial, and that approximately three to five days would be needed for trial. COURT ORDERED the trial dates would STAND, DIRECTING counsel to provide their Proposed Findings of Fact, Conclusions of Law, in a timely manner prior to trial.;

12/10/2018



Pretrial/Calendar Call (8:30 AM) (Judicial Officer: Hardy, Joe)

Matter Heard;

Journal Entry Details:

Due to its schedule, the Court noted that the instant trial could be double-stacked with a trial in another case, or it could be moved to a different trial stack. Ms. Hurtik advised that she was amenable to the trial being double-stacked; however, Mr. Boschee represented that he had a scheduling conflict beginning January 14, 2019. Upon Court's inquiry, Mr. Boschee stated that approximately five to seven day would be required for the instant trial. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue. 2/20/19 8:30 AM PRE TRIAL CONFERENCE 3/6/19 8:30 AM CALENDAR CALL 3/11/19 10:30 AM BENCH TRIAL;

01/02/2019

CANCELED Bench Trial (10:30 AM) (Judicial Officer: Hardy, Joe)

Vacated

01/14/2019



Status Check (9:30 AM) (Judicial Officer: Hardy, Joe)

Matter Heard;

Journal Entry Details:

Ms. Gandara indicated the parties are were ready to proceed to trial. Court inquired about how many days would be expected for trial. Ms. Gandara estimated at least 5 days. Ms. Lay indicated that 2 weeks would be needed for trial. COURT ORDERED, parties to return on February 20, 2019 for Pre Trial Conference.;

02/20/2019



Pre Trial Conference (8:30 AM) (Judicial Officer: Hardy, Joe)

Matter Heard;

Journal Entry Details:

Upon Court's inquiry, Mr. Patterson and Ms. Vellis indicated that the parties would need a week for trial. COURT ORDERED a TENTATIVE TRIAL DATE was SET for the week of April 8, 2019. COURT FURTHER ORDERED, prior to the Calendar Call, the parties were to meet and confer in good faith regarding the exhibits; additionally, the parties would be REQUIRED to submit their respective Proposed Findings of Fact, Conclusions of Law to the Court, as well as their Pre-Trial Memorandum, prior to the Calendar Call hearing.;

CASE SUMMARY

CASE NO. A-16-734351-C

03/06/2019



Calendar Call (8:30 AM) (Judicial Officer: Hardy, Joe)

Trial Date Set;

Journal Entry Details:

Upon Court's inquiry, counsel advised that they were prepared to proceed to trial on April 8, 2019. Mr. Story stated that a Pre-Trial Memorandum had been submitted, and a memorandum containing a list of exhibits had been discussed by the parties; however, a revised list of exhibits would need to be submitted. Additionally, Mr. Story indicated that he believed the parties would be able to reach stipulations regarding the exhibits, and Proposed Findings of Fact, Conclusions of Law would be submitted after the parties were able to discuss them. COURT ORDERED the parties to submit the Proposed Findings of Fact, Conclusions of Law NO LATER than April 3, 2019, along with a Stipulation on the facts. COURT ORDERED a FIRM TRIAL DATE was hereby SET. 4/8/19 10:30 AM JURY TRIAL - FIRM 4/9/19 10:30 AM JURY TRIAL - FIRM 4/10/19 10:30 AM JURY TRIAL - FIRM 4/11/19 10:30 AM JURY TRIAL - FIRM 4/12/19 9:00 AM JURY TRIAL - FIRM;

03/11/2019

CANCELED Bench Trial (10:30 AM) (Judicial Officer: Hardy, Joe)

Vacated

04/08/2019



Bench Trial - FIRM (10:30 AM) (Judicial Officer: Hardy, Joe)

04/08/2019-04/11/2019, 06/19/2019-06/21/2019

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial continued to 6/19/19 due to scheduling conflicts.

Trial Continues;

Trial Continues;

Matter Heard;

Journal Entry Details:

Also present: Dennis Zachary, Representative for Desert Valley Contracting, Inc. Testimony presented (see worksheet). Due to the large volume of evidence presented via testimony and admitted exhibits, and the gap between the first part of the bench trial and the second part, COURT ORDERED a hearing regarding closing arguments / Amended Proposed Findings of Fact, Conclusions of Law, was hereby SET, at which time the Court would provide a ruling. COURT FURTHER ORDERED the parties to provide Amended Findings of Fact, Conclusions of Law, focusing on the following: (1) clarification on what has been paid, and what was outstanding, with evidentiary support for the numbers; and (2) links between the Proposed Findings of Fact, Conclusions of Law, and the testimony presented at trial. COURT ORDERED the Proposed Findings of Fact, Conclusions of Law, must be SUBMITTED no later than 5:00 PM on July 17, 2019. The Court noted that the clients would not be required to attend the pending hearing. 7/24/19 9:00 AM HEARING: CLOSING / AMENDED PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW ;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial continued to 6/19/19 due to scheduling conflicts.

Trial Continues;

Trial Continues;

Matter Heard;

Journal Entry Details:

Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED. CONTINUED TO: 6/21/19 9:00 AM;

Trial Continues;

Trial Continues;

Trial Continues;

Trial Continues;

Trial continued to 6/19/19 due to scheduling conflicts.

Trial Continues;

Trial Continues;

Matter Heard;

Journal Entry Details:

CASE SUMMARY

CASE NO. A-16-734351-C

Also present: Jonathan Patterson and Dennis Zachary, representatives for the Plaintiff.
Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL
CONTINUED. CONTINUED TO: 6/20/19 10:30 am;

Trial Continues;
Trial Continues;
Trial Continues;
Trial Continues;
Trial continued to 6/19/19 due to scheduling conflicts.

Trial Continues;
Trial Continues;
Matter Heard;
Journal Entry Details:

Mr. Boschee noted that there were potential witness scheduling issues, that may require the trial to be continued to a time that works with the Court's schedule. Ms. Hurtik agreed with Mr. Boschee's representations. Due to the witness scheduling issues, COURT ORDERED the bench trial hearing for April 12, 2019, was hereby VACATED. The Court indicated that the additional trial dates would be scheduled after today's witness testimony. Testimony presented (see worksheet). Colloquy regarding scheduling. Upon Court's inquiry, both parties stated that approximately three more days would be needed for trial. COURT ORDERED trial CONTINUED. 6/19/19 10:30 AM BENCH TRIAL - FIRM 6/20/19 10:30 AM BENCH TRIAL - FIRM 6/21/19 9:00 AM BENCH TRIAL - FIRM;

Trial Continues;
Trial Continues;
Trial Continues;
Trial Continues;
Trial continued to 6/19/19 due to scheduling conflicts.

Trial Continues;
Trial Continues;
Matter Heard;
Journal Entry Details:

Colloquy regarding scheduling. Mr. Boschee advised that he did not believe the trial could be finished by April 12, 2019, noting that at least one more trial day would be needed. Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED. CONTINUED TO: 4/11/19 10:30 AM;

Trial Continues;
Trial Continues;
Trial Continues;
Trial Continues;
Trial continued to 6/19/19 due to scheduling conflicts.

Trial Continues;
Trial Continues;
Matter Heard;
Journal Entry Details:

Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED. CONTINUED TO: 4/10/19 10:30 AM;

Trial Continues;
Trial Continues;
Trial Continues;
Trial Continues;
Trial continued to 6/19/19 due to scheduling conflicts.

Trial Continues;
Trial Continues;
Matter Heard;
Journal Entry Details:

Ms. Hurtik and Mr. Boschee STIPULATED to the admittance of all of the proposed exhibits (see worksheet). COURT ORDERED ALL proposed exhibits were hereby ADMITTED. The parties discussed the scheduling of witness testimony. Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED. CONTINUED TO: 4/9/19 10:30 AM;

07/24/2019



Hearing (9:00 AM) (Judicial Officer: Hardy, Joe)

Hearing: Closing / Amended Proposed Findings of Fact, Conclusions of Law
Decision Made;

CASE SUMMARY

CASE NO. A-16-734351-C

Journal Entry Details:

The Court noted that it reviewed the Amended Proposed Findings of Fact, Conclusions of Law. Closing arguments by Ms. Hurtik. Closing arguments by Mr. Boschee. The COURT FOUND and ORDERED the following: (1) Plaintiff and Defendants both breached the contract; (2) neither side met their burden of proof, by a preponderance of the evidence, as they failed to provide evidence of the damages caused by those breaches; (3) Desert Valley Contracting was AWARDED an amount of \$0.00; (4) Eugene Inose was AWARDED an amount of \$0.00; (5) Mr. Inose's argument that the Desert Valley Contracting was motivated to close out the insurance claim did not make sense, as it would have been in Desert Valley Contracting's best interest, financially speaking, to have the claim remain open; (6) Desert Valley Contracting had the requisite experience for the job, and was not off the job for multiple months; (7) the claims that Eugene Inose was not aware of the change orders, was belied by the evidence; (8) the lack of thorough accounting on both sides contributed to the parties' failure to meet their burdens of proof; (9) there was no evidence that Eugene Inose took any steps to reopen the insurance claim; (10) Desert Valley Contracting interfered with the completion of the project, by sending out letters to their subcontractors, directing those subcontractors not to work with Eugene Inose and his decorator; (11) the delays caused by shipping and worker strikes, were unforeseen, and were not the fault of either party; (12) there was a contract in place; therefore, neither side proved-up the claim for unjust enrichment, and provided no proof of damages related to unjust enrichment; (13) there being a breach of contract, the Court did not have to get to the breach of implied covenant of good faith and fair dealing; alternatively, to the extent the Court did have to get to the breach of implied covenant of good faith and fair dealing, both sides breached the implied covenant, but failed to prove up their damages; (14) Desert Valley Contracting and Eugene Inose's interference claims failed, for all of the reasons previously stated; and (15) neither side was a prevailing party, for the purposes of the Memorandum of Costs. COURT ORDERED the parties to prepare Joint Finding of Fact, Conclusions of Law, if possible, by working of Eugene Inose's Proposed Findings of Fact, Conclusions of Law; however, if the parties were unable to reach an agreement on the language of the Findings of Fact, Conclusions of Law, competing Findings of Fact, Conclusions of Law, could be submitted to the Court. Upon Mr. Boschee's inquiry, the Court noted that it would consider a Motion for Attorneys' Fees, based upon the offers of judgment, if filed. COURT ORDERED a status check regarding the submittal of the Findings of Fact, Conclusions of Law, was hereby SET on this department's chambers calendar; failure to submit the Proposed Findings of Fact, Conclusions of Law, by the status check date, may result in a hearing be set on the Court's regular calendar. 8/21/19 (CHAMBERS) STATUS CHECK: FINDINGS OF FACT, CONCLUSIONS OF LAW;

08/21/2019



Status Check (3:00 AM) (Judicial Officer: Hardy, Joe)

Status Check: Findings of Fact, Conclusions of Law

Minute Order - No Hearing Held;

Journal Entry Details:

COURT ORDERED, a status check is hereby set for September 4, 2019 at 9:00 a.m. to determine why a findings of fact, conclusions of law order has not been submitted and filed. CLERK'S NOTE: A copy of this minute order was e-mailed to: Brian Boschee, Esq. [bboschee@nevadafirm.com] and Carrie Hurtik, Esq. [churtik@hurtiklaw.com]. (KD 8/22/19);

10/21/2019



Motion for Attorney Fees and Costs (9:00 AM) (Judicial Officer: Hardy, Joe)

10/21/2019, 11/18/2019

Defendants' Motion for Attorneys' Fees and Costs

Continued;

Motion Granted;

Continued;

Motion Granted;

Journal Entry Details:

Also present: John Savage, Esq. on behalf of the Defendant. The Court noted that it's law clerk e-mailed Mr. Boschee and Mr. Story on October 14, 2019, requesting delivery of courtesy copies for the instant Motion, the Opposition, and the Reply, no later than 11:00 AM on October 17, 2019; however, the courtesy copies were not delivered to the Court until October 18, 2019, which did not allow sufficient time for the Court to prepare. The COURT DIRECTED Mr. Savage to inform the counsel at his firm, that courtesy copies were required by this department. Due to the circumstances, COURT ORDERED Defendant's Motion for Attorney's Fees and Costs, was hereby CONTINUED. CONTINUED TO: 11/18/19 9:00 AM;

CASE SUMMARY

CASE NO. A-16-734351-C

11/18/2019



Motion to Stay (9:00 AM) (Judicial Officer: Hardy, Joe)

11/18/2019, 12/09/2019

Plaintiff/Counter-Defendant Desert Valley Contracting Inc's Motion to Stay Pending Appeal Continued;

Motion Denied;

Journal Entry Details:

The Court noted that it reviewed the supplemental briefing provided by both parties. Ms. Hurtik argued in support of the Motion, stating that being required to pay out the attorney's fees at this juncture, would defeat the purpose of the appeal. Additionally, Ms. Hurtik argued that the Opposition was filed two weeks late, and the instant Motion should be granted as unopposed. Mr. Boschee argued in opposition, stating that posting a bond would not defeat the purpose of the appeal, and would protect the Defendant from incurring further fees. Upon Court's inquiry, counsel indicated the judgment amount was approximately \$114,000.00. COURT ORDERED Plaintiff / Counter-Defendant Desert Valley Contracting, Inc.'s Motion to Stay Pending Appeal, was hereby DENIED, FINDING and ORDERING the following: (1) the general rule required that a bond be posted, in order to obtain a stay pending appeal; (2) the Court characterized the Plaintiff's request in the instant Motion as seeking an exception to the general rule, which depending upon the facts and circumstances of a particular case, would be appropriate; however, in the instant case, no evidence had been provided by the Plaintiff to support their representations of financial stability and ability to pay; (3) generally, a bond amount would be 1 1/2 times a judgment, to account for the costs incurred during the appeal; however, the Plaintiff shall only be required to post a BOND in the amount of \$114,000.00 (the total judgment amount), if they wished to obtain a stay; (4) noting that it already ruled upon this matter, the Court reiterated its finding that a \$50,000.00 offer of judgment was not low, especially given the facts and circumstances of the instant case; and (5) Plaintiff's contradictory arguments supported the denial of the instant Motion: Plaintiff would argue on one hand that Desert Valley was a financially stable and viable company, and then argue that it would be a hardship for Desert Valley to post a bond. Mr. Boschee to prepare the written Order, and forward it to Ms. Hurtik and Mr. Patterson for approval as to form and content.; Continued; Motion Denied;

11/18/2019



All Pending Motions (9:00 AM) (Judicial Officer: Hardy, Joe)

Matter Heard;

Journal Entry Details:

DEFENDANT'S MOTION FOR ATTORNEYS' FEES AND COSTS Mr. Boschee argued in support of the Motion, stating that Defendant's fees and costs were reasonable, and that Plaintiff's rejection of the \$50,000.00 offer of judgment, was unreasonable. Mr. Patterson argued in opposition, stating that Defendant's request for attorneys' fees and costs was not reasonable, and should be reduced. COURT ORDERED Defendant's Motion for Attorneys' Fees and Costs was hereby GRANTED for all of the reasons set forth in the Motion and Reply, FINDING the following: (1) the \$50,000.00 offer of judgment was imminently reasonable, as it was half of what the Plaintiff eventually claimed was owed; (2) both parties had issues in terms of their evidentiary burdens, and their abilities to meet those burdens; (3) the instant case was complex, involving a lot of moving parts and evidentiary issues, including a large number of witnesses; (4) the fees requested were reasonable, and their reasonableness was sufficiently demonstrated in the Motion and Reply; (5) in making its decision the Court applied the Brunzell factors, and all of the factors supported the award of attorneys' fees and costs; and (6) the hourly rates, the work performed, and the hours worked were all reasonable, and supported the award of the fees and costs. Mr. Boschee to prepare an Order and Amended Judgment, and forward it to Mr. Patterson for approval as to form and content. PLAINTIFF / COUNTER-DEFENDANT DESERT VALLEY CONTRACTING INC.'S MOTION TO STAY PENDING APPEAL Mr. Patterson argued in support of the Motion, stating that the issue on appeal related to damages, which went to whether the offer of judgment was valid. Upon Court's inquiry regarding a bond, Mr. Patterson stated that there was no ruling on the Motion for Attorneys' Fees and Costs when the Motion to Stay was filed; therefore, it was difficult to address the bond issue. Upon Court's further inquiry, Mr. Patterson indicated that he would be amenable to filing supplemental briefing regarding the bond. COURT ORDERED the Motion to Stay was hereby CONTINUED; the parties shall be REQUIRED to provide SIMULTANEOUS SUPPLEMENTAL BRIEFS no later than 5:00 PM on December 4, 2019, regarding the bond. 12/9/19 9:00 AM PLAINTIFF / COUNTER-DEFENDANT DESERT VALLEY CONTRACTING INC.'S MOTION TO STAY PENDING APPEAL;

04/21/2021



Status Check (9:00 AM) (Judicial Officer: Hardy, Joe)

CASE SUMMARY**CASE NO. A-16-734351-C**

Matter Heard;

Journal Entry Details:

All parties present via Blue Jeans. The Court noted that a hearing regarding the Supreme Court's reversal and remand. Mr. Patterson stated that it would be appropriate to set a briefing schedule. Mr. Boschee seconded Mr. Patterson's suggestions, noting that the issue could be briefed, without the need for another trial. Given the extensive briefing already, the Court suggested simultaneous briefs be submitted. Mr. Patterson and Mr. Boschee stated that they were amenable to the Court's suggestion, and requested May 21, 2021, as the due date for the simultaneous briefs. COURT ORDERED the SIMULTANEOUS BRIEFS would be DUE on or before 5:00 PM on May 21, 2021. COURT FURTHER ORDERED a hearing regarding the reversal and remand, was hereby SET. 6/2/21 10:00 AM HEARING: REVERSAL AND REMAND CLERK'S NOTE: Following the hearing in open court, COURT ORDERED The Court will not limit the parties on issues for the briefs and argument, but strongly suggests the parties focus on the issues set forth in detail on page 5 of the opinion. Namely, (1) who breached first or if the breaches were mutual, thereby precluding relief and (2) whether, in light of the evidence presented, the contract, once reformed to omit the scrivener's error, entitled Desert Valley to its expected profit and overhead in the event of termination by Inose. (KD 4/21/2021) CLERK'S NOTE: Minute order electronically served by Courtroom Clerk, Kristin Duncan, to all parties registered for Odyssey File & Serve. (KD 4/21/2021);

06/02/2021

**Hearing (10:00 AM) (Judicial Officer: Hardy, Joe)**

Hearing: Reversal and Remand

Decision Made;

Journal Entry Details:

The Court noted that it reviewed the briefs submitted by both sides, as well as the Order of Reversal and Remand from the Supreme Court. Ms. Hurtik argued that the Court had more than enough information to make a ruling on damages. Additionally, Ms. Hurtik argued that there was a valid contract between Mr. Inose and Desert Valley Contracting, Inc (DVC), which Mr. Inose repudiated; therefore, DVC was damaged in the amount of \$89,197.58. The Court noted that its decision was reversed and remanded, because the Supreme Court found that this Court erred by not finding that the contract was ambiguous, due to the term "client", and the Supreme Court could not find that said error was harmless. Additionally, the Court noted that the decision was reversed and remanded because it did not determine which of the parties breached the contract first. Furthermore, the Court stated that the reverse and remand was limited to those two issues: (1) who breached the contract first; and (2) whether the contract being reframed to correct the scrivener's error entitled DVC to profit and overhead. Mr. Hurtik argued that if the scrivener's error affected the Court's ruling, then profit and overhead should be looked at again. Mr. Boschee advised that he disagreed with the Supreme Court's discretion, arguing that DVC failed to prove up their damages. Additionally, Mr. Boschee argued that DVC only completed 85% of the work, and was paid profit and overhead over the course of the job. The COURT ORDERED and FOUND the following: (1) The Court was guided by the reversal and remand from the Supreme Court; (2) the Court acknowledged that the Supreme Court's reversal was based upon the "client" scrivener's error; (3) it was clear that the "client" in said scrivener's error was Desert Valley Contracting, Inc; (4) pursuant to the road map provided by the Supreme Court, the Court must determine whether either of the parties breached the contract first, or whether it was a mutual breach, which would preclude relief; (5) the remand was limited to which party breached the contract first, and whether the contract being reframed to correct the scrivener's error entitled DVC to profit and overhead; therefore, the case was not being reopened for trial, as all necessary evidence had already been presented; (6) both sides were given the opportunity to present evidence at the bench trial, and both sides acknowledged that another trial would not be necessary; (7) the vast majority of the Court's Findings of Fact, Conclusions of Law still applied; (8) the Court's prior finding that Inose and DVC both materially breached the contract, STANDS; (9) the Court FOUND and RULED that the breaches were mutual; (10) the Westinghouse Elec. Corp. v. Garrett Corp. decision observed that, under general contract law, "in proper circumstances a court may refuse to allow recovery by either party to an agreement because of their mutual fault"; (11) the Court FOUND, RULED, and CONCLUDED that the instant case was such a case as found in Westinghouse; (12) both sides in the instant case materially breached the contract; therefore, neither side was entitled to relief; (13) the Court's decision included and accounted for the scrivener's error; (14) once the contract had been reframed to omit the scrivener's error, DVC would be entitled to expect profit and overhead, in the event that Inose terminated the contract; however, both sides breached the contract; (15) had the breach of the contract not been mutual, DVC would have been entitled to profit and overhead; (16) on page 14 of the Findings of Fact, Conclusions of Law, filed on September 3, 2019, there were numerous breaches that the Court found, and continued to find; therefore, the Court concluded that DVC breached the contract in numerous ways, thereby precluding relief to DVC; (17) alternatively,

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-16-734351-C

the first material breach was by DVC, when it unilaterally stopped working on the project, and told the subcontractors to stop working; (18) setting aside all of the other breaches, the breach set forth in point 17, was the first material breach; (19) the Court was not changing its ruling, or reversing its findings, related to its denial of Inose's claims, as that issue was not the subject of the appeal, and those findings continued to apply; (20) alternatively, neither side, including DVC, proved up their damages; (21) both sides had the burden of proof to show by a preponderance of the evidence, that they met each element of the claim asserted, one of those elements being damages; (22) DVC failed to meet its burden of proof in showing damages; (23) the main issue the Court had at trial was, that if either side wished to prevail on the breach of contract claim, they must provide proof of damages; neither side performed an accounting, which would have demonstrated their actual damages incurred; (24) the argument regarding the offer of judgment, and the rejection of the offer of judgment, was not a substantive reason to grant relief based on the breach of contract asserted by DVC; (25) the end result of the instant findings on the remand, was that the Court still found that neither side was the prevailing party, including DVC; (26) the Court addressed the offer of judgment, since it was raised during the instant hearing; however, since the Court's findings had not changed, the ruling and consequences related to the offer of judgment, would remain the same; (27) there may be additional fees and costs that could be an issue; however, the Court was not precluding or granting that issue at this time; (28) even with the scrivener's error, DVC still failed to establish that they were entitled to damages; and (29) all finding of fact, conclusions of law related to Inose, STAND and apply. Mr. Boschee to prepare the written Order, and forward it to Ms. Hurtik for approval as to form and content.;

08/30/2021

Motion for Attorney Fees (9:00 AM) (Judicial Officer: Hardy, Joe)

[90] Defendants' Supplemental Motion for Attorneys' Fees Pursuant to NRCP 68

DATE

FINANCIAL INFORMATION

Counter Claimant Inose, Eugene

Total Charges

30.00

Total Payments and Credits

30.00

Balance Due as of 8/6/2021

0.00

Defendant Louie, Jeffrey

Total Charges

30.00

Total Payments and Credits

30.00

Balance Due as of 8/6/2021

0.00

Defendant IN-LO Properties LLC

Total Charges

223.00

Total Payments and Credits

223.00

Balance Due as of 8/6/2021

0.00

Plaintiff Desert Valley Contracting Inc

Total Charges

318.00

Total Payments and Credits

318.00

Balance Due as of 8/6/2021

0.00

Plaintiff Desert Valley Contracting Inc

Appeal Bond Balance as of 8/6/2021

500.00

Plaintiff Desert Valley Contracting Inc

Miscellaneous Fee Code Balance as of 8/6/2021

114,000.00

DISTRICT COURT CIVIL COVER SHEET

County, Nevada

XV

Case No.

(Assigned by Clerk's Office)

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

Plaintiff(s) (name/address/phone): Desert Valley Contracting, Inc. 3395 West Cheyenne Avenue #107 North Las Vegas, Nevada 89032 (702) 633-5033	Defendant(s) (name/address/phone): IN-LO Properties LLC, Eugene Inose, Jeffrey Louie 587 Saint Croix Street Henderson, Nevada 89012
Attorney (name/address/phone): Carrie E. Hurtik, Esq. 7866 West Sahara Avenue Las Vegas, Nevada 89117 (702) 966-5200	Attorney (name/address/phone): N/A

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

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <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
Probate Probate (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 Estate Value <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	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input checked="" 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 type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <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		Other Civil Filing Other Civil Filing <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.

03/30/2016

Date

Signature of initiating party or representative

See other side for family-related case filings.

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*Attorneys for Defendant IN-LO Properties and
Defendant/Counterclaimant Eugene Inose*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

DESERT VALLEY CONTRACTING, INC. a
Nevada corporation,

Plaintiff,

v.

IN-LO PROPERTIES, a Nevada limited liability
company; EUGENE INOSE, an individual;
JEFFREY LOUIE, an individual; DOES 1
through 10; and ROE ENTITIES 1 through 10,

Defendants.

EUGENE INOSE, an individual;

Counterclaimant.

v.

DESERT VALLEY CONTRACTING, INC., a
Nevada corporation; DOES I through X,
inclusive, and ROE CORPORATIONS I through
X, inclusive,

Counterdefendants.

Case No.: A-16-734351-C
Dept. No.: XV

**AMENDED FINDINGS OF FACT AND
CONCLUSIONS OF LAW FOLLOWING
REMAND**

**Hearing Date: June 2, 2021
Hearing Time: 10:00 a.m.**

This matter came on for hearing on June 2, 2021, at 10:00 a.m., upon the Nevada Supreme Court's March 3, 2021, Order of Reversal and Remand, the Honorable Joe Hardy Jr. presiding. Brian W. Boschee, Esq. and Jessica M. Lujan, Esq., of the law firm Holley Driggs appeared on behalf of Defendant IN-LO PROPERTIES ("In-Lo") and Defendant/Counterclaimant EUGENE INOSE ("Inose" and collectively, "Defendants") and Carrie E. Hurtik, Esq., of the law firm Hurtik Law & Associates appeared on behalf of Plaintiff/Counter-defendant DESERT VALLEY

1 CONTRACTING, INC. (“Desert Valley” or “Plaintiff”).

2 The Court, having heard the arguments of counsel and having considered the Nevada
3 Supreme Court’s Order of Reversal and Remand, the parties’ supplemental briefs on remand and
4 any exhibits attached thereto, the Court’s previous Findings of Fact and Conclusions of law dated
5 September 3, 2019, and the other papers and pleadings on file herein, the Court hereby enters the
6 following Amended Findings of Fact and Conclusions of Law on remand. To the extent any finding
7 of fact should properly be designated a conclusion of law, it shall be deemed a conclusion of law.
8 To the extent any conclusion of law should properly be designated a finding of fact, it shall be
9 deemed a finding of fact.

10 **FINDINGS OF FACT**

11 **a. Relevant Procedural History**

12 1. This matter came on for bench trial before this Court on April 8–11, 2019, June 19–
13 21, 2019, and July 24, 2019.

14 2. On September 3, 2019, the Court entered its Findings of Fact and Conclusions of
15 Law, ultimately finding that neither side had proven their damages by a preponderance of the
16 evidence, which is an essential element of all the claims/counterclaims asserted. *See* Findings of
17 Fact and Conclusions of Law (“FFCL”), on file herein. Accordingly, the Court awarded neither
18 side damages. *Id.*

19 3. Thereafter, on February 6, 2020, the Court granted Defendants an award of
20 attorneys’ fees and costs under NRCP 68 pursuant to an offer of judgment Defendants made to
21 Plaintiff in May 2017, whereby Defendants would allow judgment to be entered against them in
22 exchange for \$50,000 paid to Plaintiff. As Plaintiff failed to obtain an award of damages in excess
23 of the \$50,000 offer of judgment, an award of attorneys’ fees and costs in favor of Defendants was
24 appropriate. *See* Order Regarding Defendant’s Motion for Attorneys’ Fees and Costs (“Order
25 Granting Fees”), on file herein.

26 4. Following entry of the Court’s FFCL, Plaintiff timely appealed to the Nevada
27 Supreme Court. *See* Notice of Appeal, on file herein.

28 5. On March 3, 2021, the Nevada Supreme Court entered its Order of Reversal and

Remand (the “Remand Order”). In its Remand Order, the Nevada Supreme Court held that the District Court erred when it construed a scrivener’s error in the subject Construction Agreement as an ambiguity and thus construed the provision against the drafter, Plaintiff Desert Valley. *See* Remand Order at 4.

6. The Construction Agreement provides, in pertinent part, as follows:

Should Client terminate the Contractor after work has begun, but not completed in full, the Client shall be responsible for any and all fees and costs associated with the work performed, plus the profit that the client would have made on the job had Client not repudiated the contract.

Construction Agreement, Trial Ex. 560 (emphasis added).

7. The Nevada Supreme Court held that the words “the client” is a scrivener’s error and not an ambiguity, and should therefore be reformed to reference the contractor, Desert Valley. *See* Remand Order at 4. However, because the Nevada Supreme Court could not “say whether the district court’s error was harmless here, we reverse the judgment and remand for further proceedings.” *Id.* at 5.

8. “In particular,” the Nevada Supreme Court continued, “the [district] court did not determine who breached first or if the breaches were mutual, thereby precluding relief.” *Id.* (citing *Cain v. Price*, 134 Nev. 193, 196, 415 P.3d 25, 29 (2018) (“one party’s material breach of its promise discharges the non-breaching party’s duty”); *Westinghouse Elec. Corp. v. Garrett Corp.*, 601 F.2d 155, 158 (4th Cir. 1979) (observing that under general contract law, “in proper circumstances a court may refuse to allow recovery by either party to an agreement because of their mutual fault”)).

9. Thus, the Nevada Supreme Court instructed this Court to “address whether, in light of the evidence presented, the contract, once reformed to omit the scrivener’s error, entitled Desert Valley to its expected profit and overhead in the event of termination by Inose.” *Id.*

10. The Remand Order did not reverse any other findings of fact in the FFCL besides the scrivener’s error in the Construction Agreement, thereby leaving all other findings of fact in the FFCL intact. *See* Remand Order.

11. On April 21, 2021, the Court entered a minute order directing the parties to submit

1 supplemental briefs discussing the issues on remand, which the parties submitted to the Court on
2 May 21, 2021. *See* Plaintiff's Briefing as to Supreme Court Ruling; Defendant's Supplemental
3 Brief on Remand, both dated May 21, 2021, on file herein.

4 12. The parties appeared before the Court on June 2, 2021, at 10:00 a.m. and presented
5 oral argument in support of their respective positions on remand.

6 **b. Amendments to September 3, 2019, FFCL Following Remand**

7 13. Because the Nevada Supreme Court reversed only one of the Court's prior findings
8 of fact, the Court hereby incorporates by reference and readopts the findings of fact as stated in
9 the FFCL dated September 3, 2019, *with the exception of* ¶¶ 1–3 at page 18 (discussing the
10 "ambiguity" in the Construction Agreement), and hereby substitutes those paragraphs' findings as
11 follows:

- 12 a. Consistent with the Remand Order, the Court finds that the provision of the
13 Construction Agreement which provides that, upon termination by the client,
14 Desert Valley would be entitled to its costs "plus the profit that the client would
15 have made on the job had Client not repudiated the contract" contains a scrivener's
16 error, and is hereby reformed to entitle Desert Valley to the profit it would have
17 made in the event the client repudiated, notwithstanding any other facts or
18 circumstances which might preclude recovery by Desert Valley. *See* Remand Order
19 at 4–5.

20 **c. Additional Findings of Fact Following Remand**

21 Based on the Court's prior FFCL, the parties' supplemental briefs on remand, the
22 arguments set forth by counsel at the June 2, 2021, hearing on this matter, and the instructions of
23 the Nevada Supreme Court in its Remand Order, the Court hereby makes additional findings of
24 fact as follows:

25 14. The Court finds that both sides committed material breaches of the Construction
26 Agreement.

27 15. The Court further finds that the first material breach of the Construction Agreement
28 was committed by Desert Valley, when it stopped work on Defendants' construction project and

1 instructed the subcontractors to also stop performing work on the project.

2 16. The Court further finds that, even with the reformation of the Construction
3 Agreement as set forth in the Remand Order, the parties failed to present sufficient evidence setting
4 forth their respective damages by a preponderance of the evidence.

5 CONCLUSIONS OF LAW

6 1. Because the Nevada Supreme Court reversed only one of the Court's prior findings
7 of fact, the Court hereby incorporates by reference and readopts the conclusions of law as stated
8 in the FFCL dated September 3, 2019, *with the exception of* ¶¶ 1–3 at page 18 (discussing the
9 “ambiguity” in the Construction Agreement), and hereby adopts additional conclusions of law
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13 415 P.3d 25, 29 (2018) (citing Restatement (Second) of Contracts § 237 (Am. Law Inst. 1981)).

14 3. Further, under general contract law, “courts have held that in some instances where
15 both parties are at fault (or in default) neither may recover. . . Whether this doctrine is described
16 as failure of consideration, failure to satisfy a condition precedent, or mutual breach of contract, it
17 is clear that in proper circumstances a court may refuse to allow recovery by either party to an
18 agreement because of their mutual fault, which in contract terms might be more properly described
19 as mutual default.” *Westinghouse Elec. Corp. v. Garrett Corp.*, 601 F.2d 155, 158 (4th Cir. 1979)
20 (internal citations omitted).

21 4. Thus, the Court finds that the single error upon which the Nevada Supreme Court
22 reversed this Court's Judgment was harmless, and does not alter the Court's final determination
23 that neither side is entitled to an award of damages for the following reasons:

24 a. The parties' mutual breaches of the Construction Agreement preclude recovery by
25 either side, despite the now-reformed scrivener's error in the Construction
26 Agreement;

27 b. In the alternative, the Court holds that Desert Valley is precluded from recovering
28 on its contract claims despite the now-reformed scrivener's error in the

Construction Agreement, as Desert Valley was the first party to materially breach the Construction Agreement.

c. Also in the alternative, the Court holds that Desert Valley has failed to prove its damages by a preponderance of the evidence despite the now-reformed scrivener's error in the Construction Agreement, such that even if Desert Valley had not materially breached the Construction Agreement, it still would not be entitled to damages on any of its claims.

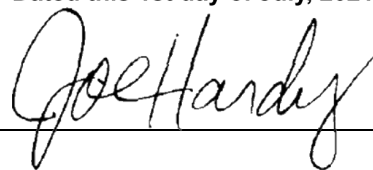
5. As neither side is entitled to recovery based on their failure to establish damages by a preponderance of the evidence, neither party is the prevailing party in this action.

6. Because Desert Valley still has not obtained an award of damages in excess of Defendants' May 2017 offer of judgment following the Nevada Supreme Court's reversal and remand, the Court's February 6, 2020, award of fees and costs in favor of Defendants is still appropriate under NRCP 68 and shall continue to be in full legal force and effect. Moreover, the Order Granting Fees was not the subject of Desert Valley's appeal, and the Nevada Supreme Court did not reverse or otherwise disturb the Order Granting Fees in its Remand Order.

7. Finally, the Court holds that a new bench trial is not necessary to fully address the issues stated in the Remand Order, as both Plaintiff and Defendants had a full and fair opportunity to present documents and witnesses at trial. Moreover, both sides agreed that the issues could be resolved without need of additional documentary evidence and witness testimony, and as neither side requested leave to introduce new evidence in support of their respective positions.

IT IS SO ORDERED.

Dated this 1st day of July, 2021



**2EA 680 48F3 D51E
Joe Hardy
District Court Judge**

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Respectfully submitted by:

HOLLEY DRIGGS

/s/ Brian W. Boschee

BRIAN W. BOSCHÉE, ESQ. (NBN 7612)

JESSICA M. LUJAN, ESQ. (NBN 14913)

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Las Vegas, Nevada 89101

*Attorneys for Defendant IN-LO Properties
and Defendant/Counterclaimant Eugene Inose*

Approved as to form and content by:

HURTIK LAW & ASSOCIATES

/s/Jonathon Patterson

CARRIE E. HURTIK, ESQ. (NBN 7028)

JONATHON PATTERSON, ESQ. (NBN
9644)

6767 West Tropicana Ave. #200

Las Vegas, NV 89103

*Attorneys for Plaintiff/Counter-defendant,
Desert Valley Contracting, Inc.*

Madeline VanHeuvelen

From: Brian Boschee
Sent: Wednesday, June 30, 2021 4:43 PM
To: Madeline VanHeuvelen
Subject: Fwd: Order Regarding Remand

Sent from my iPhone

Begin forwarded message:

From: Jonathan Patterson <jpatterson@hurtiklaw.com>
Date: June 30, 2021 at 4:38:21 PM PDT
To: Brian Boschee <bboschee@nevadafirm.com>
Subject: RE: Order Regarding Remand

Yes, sorry. You can affix my e-signature.

Thank You,

Jonathon Patterson, Esq.
HURTIK LAW & ASSOCIATES
6767 West Tropicana Ave., Suite #200
Las Vegas, NV 89103
(702) 966-5200 Telephone
(702) 966-5206 Facsimile
jpatterson@hurtiklaw.com
www.hurtiklaw.com

PRIVACY NOTICE - This E-Mail message and any documents accompanying this transmission may contain privileged and/or confidential information and is intended solely for the addressee(s) named above. If you are not the intended addressee/recipient, you are hereby notified that any use of, disclosure, copying, distribution, or reliance on the contents of this E-Mail information is strictly prohibited and may result in legal action against you. Please reply to the sender advising of the error in transmission and immediately delete/destroy the message and any accompanying documents, or immediately call (702) 966-5200 to arrange for return via U.S. postal delivery at our expense. Thank you.

From: Brian Boschee <bboschee@nevadafirm.com>
Sent: Wednesday, June 30, 2021 4:37 PM
To: Jonathan Patterson <jpatterson@hurtiklaw.com>
Cc: Carrie Hurtik <churtik@hurtiklaw.com>; Madeline VanHeuvelen <mvanheuvelen@nevadafirm.com>; Jessica M. Lujan <jlujan@nevadafirm.com>
Subject: RE: Order Regarding Remand

Great. Can we insert your e-signature? Assuming so, Maddie, please get this submitted. Thanks!

Brian W. Boschee

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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6 Desert Valley Contracting Inc,
Plaintiff(s)

CASE NO: A-16-734351-C

7 vs.

DEPT. NO. Department 15

8
9 IN-LO Properties LLC,
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 Findings of Fact, Conclusions of Law and Judgment was served via the
court's electronic eFile system to all recipients registered for e-Service on the above entitled
case as listed below:

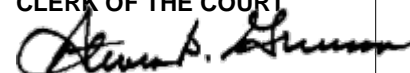
15 Service Date: 7/1/2021

16 Nancy Ramirez	17 nramirez@hurtiklaw.com
18 Brian W. Boschee .	bboschee@nevadafirm.com
19 Carrie Hurtik .	churtik@hurtiklaw.com
20 Dawn Dudas .	ddudas@nevadafirm.com
21 John Patterson .	jpatterson@hurtiklaw.com
22 John Perlstein .	john@jp-law.net
23 Matt Walker .	mwalker@hurtiklaw.com
24 Nancy Ramirez .	nramirez@hurtiklaw.com
25 Oneydy Morales .	omorales@hurtiklaw.com
26 William N. Miller .	wmiller@nevadafirm.com

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Carrie Hurtik	churtik@hurtiklaw.com
Sandra Sell	ssell@nevadafirm.com
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HOLLEY DRIGGS
400 South Fourth Street, Third Floor
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Telephone: 702/791-0308
Facsimile: 702/791-1912

*Attorneys for Defendant IN-LO Properties and
Defendant/Counterclaimant Eugene Inose*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

DESERT VALLEY CONTRACTING, INC. a
Nevada corporation,

Plaintiff,

v.

IN-LO PROPERTIES, a Nevada limited liability
company; EUGENE INOSE, an individual;
JEFFREY LOUIE, an individual; DOES 1
through 10; and ROE ENTITIES 1 through 10,

Defendants.

EUGENE INOSE, an individual;

Counterclaimant.

v.

DESERT VALLEY CONTRACTING, INC., a
Nevada corporation; DOES I through X,
inclusive, and ROE CORPORATIONS I through
X, inclusive,

Counterdefendants.

Case No.: A-16-734351-C
Dept. No.: XV

**NOTICE OF ENTRY OF AMENDED
FINDINGS OF FACT AND
CONCLUSIONS OF LAW FOLLOWING
REMAND**

PLEASE take notice that the Amended Finding of Fact and Conclusions of Law in the
above-entitled matter was filed and entered by the Clerk of the above-entitled Court on the 1st day

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1 of July, 2021, a copy of which is attached hereto.

2 Dated this 6th day of July, 2021.

3 **HOLLEY DRIGGS**

4 /s/Brian W. Boschee

5 BRIAN W. BOSCHEE, ESQ.

6 Nevada Bar No. 7612

7 JESSICA M. LUJAN, ESQ.

8 Nevada Bar No. 14913

9 400 South Fourth Street, Third Floor

10 Las Vegas, Nevada 89101

11 *Attorneys for Defendants*

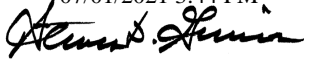
CERTIFICATE OF SERVICE

The undersigned, an employee of Holley Driggs, hereby certifies that on the 6th day of July, 2021, a copy of **NOTICE OF ENTRY OF AMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW FOLLOWING REMAND** was served via electronic service to all interested parties, through the Court's Odyssey E-File & Serve to the addresses below.

Carrie E. Hurtik, Esq.
Rachel L. Shelstad, Esq.
HURTIK LAW & ASSOCIATES
6767 West Tropicana Ave., #200
Las Vegas, NV 89103

Attorneys for Plaintiff/Counterdefendant

/s/Madeline VanHeuvelen
An employee of HOLLEY DRIGGS


CLERK OF THE COURT

BRIAN W. BOSCHÉE, ESQ.
Nevada Bar No. 7612
E-mail: bboschee@nevadafirm.com
JESSICA M. LUJAN, ESQ.
Nevada Bar No. 14913
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HOLLEY DRIGGS
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Telephone: 702/791-0308
Facsimile: 702/791-1912

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EUGENE INOSE, an individual;

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Nevada corporation; DOES I through X,
inclusive, and ROE CORPORATIONS I through
X, inclusive,

Counterdefendants.

Case No.: A-16-734351-C
Dept. No.: XV

**AMENDED FINDINGS OF FACT AND
CONCLUSIONS OF LAW FOLLOWING
REMAND**

**Hearing Date: June 2, 2021
Hearing Time: 10:00 a.m.**

This matter came on for hearing on June 2, 2021, at 10:00 a.m., upon the Nevada Supreme Court's March 3, 2021, Order of Reversal and Remand, the Honorable Joe Hardy Jr. presiding. Brian W. Boschee, Esq. and Jessica M. Lujan, Esq., of the law firm Holley Driggs appeared on behalf of Defendant IN-LO PROPERTIES ("In-Lo") and Defendant/Counterclaimant EUGENE INOSE ("Inose" and collectively, "Defendants") and Carrie E. Hurtik, Esq., of the law firm Hurtik Law & Associates appeared on behalf of Plaintiff/Counter-defendant DESERT VALLEY

HOLLEY DRIGGS

1 CONTRACTING, INC. (“Desert Valley” or “Plaintiff”).

2 The Court, having heard the arguments of counsel and having considered the Nevada
3 Supreme Court’s Order of Reversal and Remand, the parties’ supplemental briefs on remand and
4 any exhibits attached thereto, the Court’s previous Findings of Fact and Conclusions of law dated
5 September 3, 2019, and the other papers and pleadings on file herein, the Court hereby enters the
6 following Amended Findings of Fact and Conclusions of Law on remand. To the extent any finding
7 of fact should properly be designated a conclusion of law, it shall be deemed a conclusion of law.
8 To the extent any conclusion of law should properly be designated a finding of fact, it shall be
9 deemed a finding of fact.

10 **FINDINGS OF FACT**

11 **a. Relevant Procedural History**

12 1. This matter came on for bench trial before this Court on April 8–11, 2019, June 19–
13 21, 2019, and July 24, 2019.

14 2. On September 3, 2019, the Court entered its Findings of Fact and Conclusions of
15 Law, ultimately finding that neither side had proven their damages by a preponderance of the
16 evidence, which is an essential element of all the claims/counterclaims asserted. *See* Findings of
17 Fact and Conclusions of Law (“FFCL”), on file herein. Accordingly, the Court awarded neither
18 side damages. *Id.*

19 3. Thereafter, on February 6, 2020, the Court granted Defendants an award of
20 attorneys’ fees and costs under NRCP 68 pursuant to an offer of judgment Defendants made to
21 Plaintiff in May 2017, whereby Defendants would allow judgment to be entered against them in
22 exchange for \$50,000 paid to Plaintiff. As Plaintiff failed to obtain an award of damages in excess
23 of the \$50,000 offer of judgment, an award of attorneys’ fees and costs in favor of Defendants was
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26 4. Following entry of the Court’s FFCL, Plaintiff timely appealed to the Nevada
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28 5. On March 3, 2021, the Nevada Supreme Court entered its Order of Reversal and

1 Remand (the “Remand Order”). In its Remand Order, the Nevada Supreme Court held that the
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5 6. The Construction Agreement provides, in pertinent part, as follows:

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9 Construction Agreement, Trial Ex. 560 (emphasis added).

10 7. The Nevada Supreme Court held that the words “the client” is a scrivener’s error
11 and not an ambiguity, and should therefore be reformed to reference the contractor, Desert Valley.
12 *See* Remand Order at 4. However, because the Nevada Supreme Court could not “say whether the
13 district court’s error was harmless here, we reverse the judgment and remand for further
14 proceedings.” *Id.* at 5.

15 8. “In particular,” the Nevada Supreme Court continued, “the [district] court did not
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24 Valley to its expected profit and overhead in the event of termination by Inose.” *Id.*

25 10. The Remand Order did not reverse any other findings of fact in the FFCL besides
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1 supplemental briefs discussing the issues on remand, which the parties submitted to the Court on
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19 at 4–5.

20 **c. Additional Findings of Fact Following Remand**

21 Based on the Court's prior FFCL, the parties' supplemental briefs on remand, the
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27 15. The Court further finds that the first material breach of the Construction Agreement
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1 instructed the subcontractors to also stop performing work on the project.

2 16. The Court further finds that, even with the reformation of the Construction
3 Agreement as set forth in the Remand Order, the parties failed to present sufficient evidence setting
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5 CONCLUSIONS OF LAW

6 1. Because the Nevada Supreme Court reversed only one of the Court's prior findings
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24 a. The parties' mutual breaches of the Construction Agreement preclude recovery by
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26 Agreement;

27 b. In the alternative, the Court holds that Desert Valley is precluded from recovering
28 on its contract claims despite the now-reformed scrivener's error in the

Construction Agreement, as Desert Valley was the first party to materially breach the Construction Agreement.

c. Also in the alternative, the Court holds that Desert Valley has failed to prove its damages by a preponderance of the evidence despite the now-reformed scrivener's error in the Construction Agreement, such that even if Desert Valley had not materially breached the Construction Agreement, it still would not be entitled to damages on any of its claims.

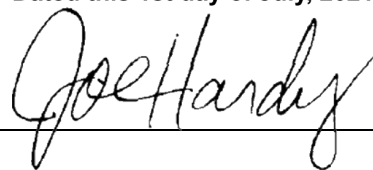
5. As neither side is entitled to recovery based on their failure to establish damages by a preponderance of the evidence, neither party is the prevailing party in this action.

6. Because Desert Valley still has not obtained an award of damages in excess of Defendants' May 2017 offer of judgment following the Nevada Supreme Court's reversal and remand, the Court's February 6, 2020, award of fees and costs in favor of Defendants is still appropriate under NRCP 68 and shall continue to be in full legal force and effect. Moreover, the Order Granting Fees was not the subject of Desert Valley's appeal, and the Nevada Supreme Court did not reverse or otherwise disturb the Order Granting Fees in its Remand Order.

7. Finally, the Court holds that a new bench trial is not necessary to fully address the issues stated in the Remand Order, as both Plaintiff and Defendants had a full and fair opportunity to present documents and witnesses at trial. Moreover, both sides agreed that the issues could be resolved without need of additional documentary evidence and witness testimony, and as neither side requested leave to introduce new evidence in support of their respective positions.

IT IS SO ORDERED.

Dated this 1st day of July, 2021



**2EA 680 48F3 D51E
Joe Hardy
District Court Judge**

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Respectfully submitted by:

HOLLEY DRIGGS

/s/ Brian W. Boschee

BRIAN W. BOSCHÉE, ESQ. (NBN 7612)

JESSICA M. LUJAN, ESQ. (NBN 14913)

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Las Vegas, Nevada 89101

*Attorneys for Defendant IN-LO Properties
and Defendant/Counterclaimant Eugene Inose*

Approved as to form and content by:

HURTIK LAW & ASSOCIATES

/s/Jonathon Patterson

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9644)

6767 West Tropicana Ave. #200

Las Vegas, NV 89103

*Attorneys for Plaintiff/Counter-defendant,
Desert Valley Contracting, Inc.*

Madeline VanHeuvelen

From: Brian Boschee
Sent: Wednesday, June 30, 2021 4:43 PM
To: Madeline VanHeuvelen
Subject: Fwd: Order Regarding Remand

Sent from my iPhone

Begin forwarded message:

From: Jonathan Patterson <jpatterson@hurtiklaw.com>
Date: June 30, 2021 at 4:38:21 PM PDT
To: Brian Boschee <bboschee@nevadafirm.com>
Subject: RE: Order Regarding Remand

Yes, sorry. You can affix my e-signature.

Thank You,

Jonathon Patterson, Esq.
HURTIK LAW & ASSOCIATES
6767 West Tropicana Ave., Suite #200
Las Vegas, NV 89103
(702) 966-5200 Telephone
(702) 966-5206 Facsimile
jpatterson@hurtiklaw.com
www.hurtiklaw.com

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From: Brian Boschee <bboschee@nevadafirm.com>
Sent: Wednesday, June 30, 2021 4:37 PM
To: Jonathan Patterson <jpatterson@hurtiklaw.com>
Cc: Carrie Hurtik <churtik@hurtiklaw.com>; Madeline VanHeuvelen <mvanheuvelen@nevadafirm.com>; Jessica M. Lujan <jlujan@nevadafirm.com>
Subject: RE: Order Regarding Remand

Great. Can we insert your e-signature? Assuming so, Maddie, please get this submitted. Thanks!

Brian W. Boschee

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Desert Valley Contracting Inc,
Plaintiff(s)

CASE NO: A-16-734351-C

7 vs.

DEPT. NO. Department 15

8
9 IN-LO Properties LLC,
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 Findings of Fact, Conclusions of Law and Judgment 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: 7/1/2021

16 Nancy Ramirez	17 nramirez@hurtiklaw.com
18 Brian W. Boschee .	bboschee@nevadafirm.com
19 Carrie Hurtik .	churtik@hurtiklaw.com
20 Dawn Dudas .	ddudas@nevadafirm.com
21 John Patterson .	jpatterson@hurtiklaw.com
22 John Perlstein .	john@jp-law.net
23 Matt Walker .	mwalker@hurtiklaw.com
24 Nancy Ramirez .	nramirez@hurtiklaw.com
25 Oneydy Morales .	omorales@hurtiklaw.com
26 William N. Miller .	wmiller@nevadafirm.com

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Carrie Hurtik	churtik@hurtiklaw.com
Sandra Sell	ssell@nevadafirm.com
Jonathon Patterson	jpatterson@hurtiklaw.com
Madeline VanHeuvelen	mvanheuvelen@nevadafirm.com

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

July 21, 2016

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

July 21, 2016 9:00 AM Motion to Dismiss

HEARD BY: Hardy, Joe

COURTROOM: Phoenix Building Courtroom - 11th Floor

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Hurtik, Carrie E. Attorney
Miller, William N. Attorney

JOURNAL ENTRIES

- Mr. Miller argued in support of the Motion, stating that the third and fourth claims against Defendant IN-LO should be dismissed, as any potential benefit or responsibility would lie with Defendant Eugene Inose. Additionally, Mr. Miller argued that all claims pending against Defendant Jeffrey Louie should be dismissed, as he had never had any involvement with the Plaintiff, and was only a managing member of IN-LO. Ms. Hurtik argued in opposition, stating that the claims had been sufficiently pled, and both Mr. Inose and Mr. Louie were agents of IN-LO. COURT ORDERED Motion GRANTED IN PART as to Defendant Jeffrey Louie, FINDING that claims were brought against Mr. Louie only because he was a member of the LLC, and that was not sufficient under Nevada's notice pleadings standard; all claims against Defendant Jeffrey Louie were hereby DISMISSED WITHOUT PREJUDICE for all of the reasons set forth in the Motion and during oral arguments. COURT FURTHER ORDERED the remainder of the Motion was hereby DENIED IN PART WITHOUT PREJUDICE, FINDING that unjust enrichment could be pled as alternative theory or separate claim; ALTERNATIVELY, the COURT FOUND that the allegation of change orders opened the door to maintaining the unjust enrichment claim. The COURT FURTHER FOUND that the facts and elements of the intentional interference claim against Defendant IN-LO had been

PRINT DATE: 08/06/2021

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Minutes Date: July 21, 2016

sufficiently pled, and a claim had been stated upon which relief could be granted. Mr. Miller to prepare the Order and forward it to Ms. Hurtik for approval as to form and content.

DISTRICT COURT
CLARK COUNTY, NEVADA

Building and Construction

COURT MINUTES

July 10, 2017

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

July 10, 2017 9:30 AM Status Check: Trial Setting

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
Patterson, Jonathan R. Attorney

JOURNAL ENTRIES

- Mr. Boschee advised that the had discussed continuing the trial to November with Ms. Hurtik, noting that both parties had scheduling issues. Mr. Patterson affirmed Mr. Boschee's representations. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue.

10/23/17 8:30 AM PRE TRIAL CONFERENCE

11/8/17 8:30 AM CALENDAR CALL

11/13/17 10:30 AM BENCH TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

September 25, 2017

A-16-734351-C	Desert Valley Contracting Inc, Plaintiff(s) vs. IN-LO Properties LLC, Defendant(s)
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September 25, 2017 9:30 AM Status Check

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Patterson, Jonathan R.	Attorney

JOURNAL ENTRIES

- Mr. Boschee requested the trial be continued to the Court's February 2018 trial stack, stating that his client would be selling his home, said home being the subject of the instant litigation. Additionally, Mr. Boschee advised that the parties would attempt to settle again. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue.

1/16/18 8:30 AM PRE TRIAL CONFERENCE

1/31/18 8:30 AM CALENDAR CALL

2/5/18 10:30 AM BENCH TRIAL

DISTRICT COURT
CLARK COUNTY, NEVADA

Building and Construction

COURT MINUTES

November 29, 2017

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

November 29, 2017 10:30 AM Settlement Conference

HEARD BY: Israel, Ronald J.

COURTROOM: RJC Courtroom 15C

COURT CLERK: Kathy Thomas

RECORDED:

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Hurtik, Carrie E.	Attorney
	Inose, Eugene	Defendant
		Counter Claimant
	Patterson, Jonathan R.	Attorney

JOURNAL ENTRIES

- Also present: Mr. Daniel Merritt, Estimator for Plaintiff and Mr. Dennis Zachary Plaintiff's principle. Settlement Conference held in chambers. Parties were unable to reach a settlement agreement.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

December 11, 2017

A-16-734351-C	Desert Valley Contracting Inc, Plaintiff(s) vs. IN-LO Properties LLC, Defendant(s)
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December 11, 2017 9:30 AM Status Check

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Patterson, Jonathan R. Attorney

JOURNAL ENTRIES

- Mr. Boschee noted that there were a couple of depositions that needed to be taken; however, there were no pre-trial issues that the Court needed to address at this time. COURT ORDERED the trial dates would STAND.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

January 16, 2018

A-16-734351-C	Desert Valley Contracting Inc, Plaintiff(s)
	vs.
	IN-LO Properties LLC, Defendant(s)

January 16, 2018 8:30 AM Pre Trial Conference

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Patterson, Jonathan R.	Attorney

JOURNAL ENTRIES

- Mr. Boschee noted that a Stipulation and Order to Continue Trial Date had been submitted to the Court. Pursuant to the Stipulation and Order, COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue.

4/30/18 8:30 AM PRE TRIAL CONFERENCE

5/16/18 8:30 AM CALENDAR CALL

5/21/18 10:30 AM BENCH TRIAL

DISTRICT COURT
CLARK COUNTY, NEVADA

Building and Construction

COURT MINUTES

March 26, 2018

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

March 26, 2018 **9:30 AM** **Status Check**

HEARD BY: Ames, Jack B.

COURTROOM: RJC Courtroom 03H

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
Patterson, Jonathan R. Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, counsel indicated there were no issues for the Court to address at this time, and they were prepared to proceed to trial.

DISTRICT COURT
CLARK COUNTY, NEVADA

Building and Construction

COURT MINUTES

April 30, 2018

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

April 30, 2018 8:30 AM Pre Trial Conference

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Hurtik, Carrie E. Attorney

JOURNAL ENTRIES

- The Court informed counsel that, due to its schedule, the instant trial could be double stacked with another trial, or it could be continued to the next available trial stack. Mr. Boschee stated that double stacking the trial would be logistically difficult. Upon Court's inquiry, counsel advised that approximately five (5) days would be needed for trial. Colloquy regarding scheduling. COURT ORDERED the trial dates were hereby VACATED and RESET. An Amended Trial Order shall issue.

9/17/18 8:30 AM PRE TRIAL CONFERENCE

10/3/18 8:30 AM CALENDAR CALL

10/8/18 10:30 AM BENCH TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

August 13, 2018

A-16-734351-C	Desert Valley Contracting Inc, Plaintiff(s) vs. IN-LO Properties LLC, Defendant(s)
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August 13, 2018 9:30 AM Status Check

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Patterson, Jonathan R.	Attorney

JOURNAL ENTRIES

- The Court advised counsel of the limited availability on the October 8, 2018, trial stack, and inquired as to whether they wished to reschedule the trial dates. Mr. Boschee requested that the trial dates stand at this time, due to the Defendants being located out of state. Upon Court's inquiry, counsel represented that approximately three to four days would be needed for trial. COURT ORDERED the trial dates would STAND.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

September 17, 2018

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

September 17, 2018 8:30 AM Pre Trial Conference

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Patterson, Jonathan R. Attorney
 Story, Sean E. Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, Mr. Patterson indicated that approximately four days were required for trial. Additionally, Mr. Patterson requested that the trial date be continued to the January of 2019, trial stack. Mr. Story represented that there was no opposition to the trial being continued. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue.

12/10/18 8:30 AM PRETRIAL / CALENDAR CALL

1/2/19 10:30 AM BENCH TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

November 14, 2018

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

November 14, 2018 9:30 AM Status Check

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Patterson, Jonathan R. Attorney
 Story, Sean E. Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, Mr. Patterson indicated that discovery was complete, the parties were prepared to proceed to trial, and that approximately three to five days would be needed for trial. COURT ORDERED the trial dates would STAND, DIRECTING counsel to provide their Proposed Findings of Fact, Conclusions of Law, in a timely manner prior to trial.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

December 10, 2018

A-16-734351-C	Desert Valley Contracting Inc, Plaintiff(s)
	vs.
	IN-LO Properties LLC, Defendant(s)

December 10, 2018 8:30 AM Pretrial/Calendar Call

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Hurtik, Carrie E.	Attorney
	Story, Sean E.	Attorney

JOURNAL ENTRIES

- Due to its schedule, the Court noted that the instant trial could be double-stacked with a trial in another case, or it could be moved to a different trial stack. Ms. Hurtik advised that she was amenable to the trial being double-stacked; however, Mr. Boschee represented that he had a scheduling conflict beginning January 14, 2019. Upon Court's inquiry, Mr. Boschee stated that approximately five to seven day would be required for the instant trial. COURT ORDERED the trial date was hereby VACATED and RESET. An Amended Trial Order shall issue.

2/20/19 8:30 AM PRE TRIAL CONFERENCE

3/6/19 8:30 AM CALENDAR CALL

3/11/19 10:30 AM BENCH TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

January 14, 2019

A-16-734351-C	Desert Valley Contracting Inc, Plaintiff(s) vs. IN-LO Properties LLC, Defendant(s)
---------------	--

January 14, 2019 9:30 AM Status Check

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan
Dara Yorke

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT:	Gandara, Andrea Attorney Lay, Linda L Attorney
-----------------	---

JOURNAL ENTRIES

- Ms. Gandara indicated the parties are were ready to proceed to trial. Court inquired about how many days would be expected for trial. Ms. Gandara estimated at least 5 days. Ms. Lay indicated that 2 weeks would be needed for trial. COURT ORDERED, parties to return on February 20, 2019 for Pre Trial Conference.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

February 20, 2019

A-16-734351-C	Desert Valley Contracting Inc, Plaintiff(s) vs. IN-LO Properties LLC, Defendant(s)
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February 20, 2019 8:30 AM Pre Trial Conference

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan
Dara Yorke

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT:	Patterson, Jonathan R.	Attorney
	Vellis, Mikkaela N.	Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, Mr. Patterson and Ms. Vellis indicated that the parties would need a week for trial. COURT ORDERED a TENTATIVE TRIAL DATE was SET for the week of April 8, 2019. COURT FURTHER ORDERED, prior to the Calendar Call, the parties were to meet and confer in good faith regarding the exhibits; additionally, the parties would be REQUIRED to submit their respective Proposed Findings of Fact, Conclusions of Law to the Court, as well as their Pre-Trial Memorandum, prior to the Calendar Call hearing.

DISTRICT COURT
CLARK COUNTY, NEVADA

Building and Construction

COURT MINUTES

March 06, 2019

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

March 06, 2019 **8:30 AM** **Calendar Call**

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Hurtik, Carrie E. Attorney
 Patterson, Jonathan R. Attorney
 Story, Sean E. Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, counsel advised that they were prepared to proceed to trial on April 8, 2019. Mr. Story stated that a Pre-Trial Memorandum had been submitted, and a memorandum containing a list of exhibits had been discussed by the parties; however, a revised list of exhibits would need to be submitted. Additionally, Mr. Story indicated that he believed the parties would be able to reach stipulations regarding the exhibits, and Proposed Findings of Fact, Conclusions of Law would be submitted after the parties were able to discuss them. COURT ORDERED the parties to submit the Proposed Findings of Fact, Conclusions of Law NO LATER than April 3, 2019, along with a Stipulation on the facts. COURT ORDERED a FIRM TRIAL DATE was hereby SET.

4/8/19 10:30 AM JURY TRIAL - FIRM

4/9/19 10:30 AM JURY TRIAL - FIRM

A-16-734351-C

4/10/19 10:30 AM JURY TRIAL - FIRM

4/11/19 10:30 AM JURY TRIAL - FIRM

4/12/19 9:00 AM JURY TRIAL - FIRM

DISTRICT COURT
CLARK COUNTY, NEVADA

Building and Construction

COURT MINUTES

April 08, 2019

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

April 08, 2019 **10:30 AM** **Bench Trial - FIRM**

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Hurtik, Carrie E.	Attorney
	Inose, Eugene	Defendant
		Counter Claimant
	Patterson, Jonathan R.	Attorney
	Story, Sean E.	Attorney

JOURNAL ENTRIES

- Ms. Hurtik and Mr. Boschee STIPULATED to the admittance of all of the proposed exhibits (see worksheet). COURT ORDERED ALL proposed exhibits were hereby ADMITTED. The parties discussed the scheduling of witness testimony. Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED.

CONTINUED TO: 4/9/19 10:30 AM

DISTRICT COURT
CLARK COUNTY, NEVADA

Building and Construction

COURT MINUTES

April 09, 2019

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

April 09, 2019 10:30 AM Bench Trial - FIRM

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Hurtik, Carrie E.	Attorney
	Inose, Eugene	Defendant
		Counter Claimant
	Patterson, Jonathan R.	Attorney
	Story, Sean E.	Attorney

JOURNAL ENTRIES

- Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED.

CONTINUED TO: 4/10/19 10:30 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

April 10, 2019

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

April 10, 2019 10:30 AM Bench Trial - FIRM

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Hurtik, Carrie E. Attorney
 Inose, Eugene Defendant
 Counter Claimant
 Patterson, Jonathan R. Attorney
 Story, Sean E. Attorney

JOURNAL ENTRIES

- Colloquy regarding scheduling. Mr. Boschee advised that he did not believe the trial could be finished by April 12, 2019, noting that at least one more trial day would be needed. Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED.

CONTINUED TO: 4/11/19 10:30 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

April 11, 2019

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

April 11, 2019 10:30 AM Bench Trial - FIRM

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Hurtik, Carrie E. Attorney
 Inose, Eugene Defendant
 Counter Claimant
 Patterson, Jonathan R. Attorney
 Story, Sean E. Attorney

JOURNAL ENTRIES

- Mr. Boschee noted that there were potential witness scheduling issues, that may require the trial to be continued to a time that works with the Court's schedule. Ms. Hurtik agreed with Mr. Boschee's representations. Due to the witness scheduling issues, COURT ORDERED the bench trial hearing for April 12, 2019, was hereby VACATED. The Court indicated that the additional trial dates would be scheduled after today's witness testimony. Testimony presented (see worksheet).

Colloquy regarding scheduling. Upon Court's inquiry, both parties stated that approximately three more days would be needed for trial. COURT ORDERED trial CONTINUED.

6/19/19 10:30 AM BENCH TRIAL - FIRM

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Minutes Date: July 21, 2016

6/20/19 10:30 AM BENCH TRIAL - FIRM

6/21/19 9:00 AM BENCH TRIAL - FIRM

DISTRICT COURT
CLARK COUNTY, NEVADA

Building and Construction

COURT MINUTES

June 19, 2019

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

June 19, 2019 10:30 AM Bench Trial - FIRM

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Hurtik, Carrie E.	Attorney
	Inose, Eugene	Defendant
		Counter Claimant
	Story, Sean E.	Attorney

JOURNAL ENTRIES

- Also present: Jonathan Patterson and Dennis Zachary, representatives for the Plaintiff.

Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED.

CONTINUED TO: 6/20/19 10:30 am

DISTRICT COURT
CLARK COUNTY, NEVADA

Building and Construction

COURT MINUTES

June 20, 2019

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

June 20, 2019 10:30 AM Bench Trial - FIRM

HEARD BY: Hardy, Joe

COURTROOM: RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Hurtik, Carrie E.	Attorney
	Inose, Eugene	Defendant
		Counter Claimant
	Story, Sean E.	Attorney

JOURNAL ENTRIES

- Testimony presented (see worksheet). COURT RECESSED for the evening; TRIAL CONTINUED.

CONTINUED TO: 6/21/19 9:00 AM

DISTRICT COURT
CLARK COUNTY, NEVADA

Building and Construction

COURT MINUTES

June 21, 2019

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

June 21, 2019 **9:00 AM** **Bench Trial - FIRM**

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Hurtik, Carrie E.	Attorney
	Inose, Eugene	Defendant
		Counter Claimant
	Story, Sean E.	Attorney

JOURNAL ENTRIES

- Also present: Dennis Zachary, Representative for Desert Valley Contracting, Inc.

Testimony presented (see worksheet). Due to the large volume of evidence presented via testimony and admitted exhibits, and the gap between the first part of the bench trial and the second part, COURT ORDERED a hearing regarding closing arguments / Amended Proposed Findings of Fact, Conclusions of Law, was hereby SET, at which time the Court would provide a ruling. COURT FURTHER ORDERED the parties to provide Amended Findings of Fact, Conclusions of Law, focusing on the following: (1) clarification on what has been paid, and what was outstanding, with evidentiary support for the numbers; and (2) links between the Proposed Findings of Fact, Conclusions of Law, and the testimony presented at trial.

COURT ORDERED the Proposed Findings of Fact, Conclusions of Law, must be SUBMITTED no

PRINT DATE: 08/06/2021

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Minutes Date: July 21, 2016

later than 5:00 PM on July 17, 2019. The Court noted that the clients would not be required to attend the pending hearing.

7/24/19 9:00 AM HEARING: CLOSING / AMENDED PROPOSED FINDINGS OF FACT,
CONCLUSIONS OF LAW

DISTRICT COURT
CLARK COUNTY, NEVADA

Building and Construction

COURT MINUTES

July 24, 2019

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

July 24, 2019 **9:00 AM** **Hearing**

HEARD BY: Hardy, Joe

COURTROOM: RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT:	Boschee, Brian W.	Attorney
	Hurtik, Carrie E.	Attorney
	Inose, Eugene	Defendant
		Counter Claimant
	Story, Sean E.	Attorney

JOURNAL ENTRIES

- The Court noted that it reviewed the Amended Proposed Findings of Fact, Conclusions of Law. Closing arguments by Ms. Hurtik. Closing arguments by Mr. Boschee. The COURT FOUND and ORDERED the following: (1) Plaintiff and Defendants both breached the contract; (2) neither side met their burden of proof, by a preponderance of the evidence, as they failed to provide evidence of the damages caused by those breaches; (3) Desert Valley Contracting was AWARDED an amount of \$0.00; (4) Eugene Inose was AWARDED an amount of \$0.00; (5) Mr. Inose's argument that the Desert Valley Contracting was motivated to close out the insurance claim did not make sense, as it would have been in Desert Valley Contracting's best interest, financially speaking, to have the claim remain open; (6) Desert Valley Contracting had the requisite experience for the job, and was not off the job for multiple months; (7) the claims that Eugene Inose was not aware of the change orders, was belied by the evidence; (8) the lack of thorough accounting on both sides contributed to the parties' failure to meet their burdens of proof; (9) there was no evidence that Eugene Inose took any steps to

PRINT DATE: 08/06/2021

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Minutes Date: July 21, 2016

reopen the insurance claim; (10) Desert Valley Contracting interfered with the completion of the project, by sending out letters to their subcontractors, directing those subcontractors not to work with Eugene Inose and his decorator; (11) the delays caused by shipping and worker strikes, were unforeseen, and were not the fault of either party; (12) there was a contract in place; therefore, neither side proved-up the claim for unjust enrichment, and provided no proof of damages related to unjust enrichment; (13) there being a breach of contract, the Court did not have to get to the breach of implied covenant of good faith and fair dealing; alternatively, to the extent the Court did have to get to the breach of implied covenant of good faith and fair dealing, both sides breached the implied covenant, but failed to prove up their damages; (14) Desert Valley Contracting and Eugene Inose's interference claims failed, for all of the reasons previously stated; and (15) neither side was a prevailing party, for the purposes of the Memorandum of Costs. COURT ORDERED the parties to prepare Joint Finding of Fact, Conclusions of Law, if possible, by working of Eugene Inose's Proposed Findings of Fact, Conclusions of Law; however, if the parties were unable to reach an agreement on the language of the Findings of Fact, Conclusions of Law, competing Findings of Fact, Conclusions of Law, could be submitted to the Court.

Upon Mr. Boschee's inquiry, the Court noted that it would consider a Motion for Attorneys' Fees, based upon the offers of judgment, if filed. COURT ORDERED a status check regarding the submittal of the Findings of Fact, Conclusions of Law, was hereby SET on this department's chambers calendar; failure to submit the Proposed Findings of Fact, Conclusions of Law, by the status check date, may result in a hearing be set on the Court's regular calendar.

8/21/19 (CHAMBERS) STATUS CHECK: FINDINGS OF FACT, CONCLUSIONS OF LAW

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

August 21, 2019

A-16-734351-C	Desert Valley Contracting Inc, Plaintiff(s)
	vs.
	IN-LO Properties LLC, Defendant(s)

August 21, 2019 3:00 AM Status Check

HEARD BY: Hardy, Joe **COURTROOM:** Chambers

COURT CLERK: Kristin Duncan

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- COURT ORDERED, a status check is hereby set for September 4, 2019 at 9:00 a.m. to determine why a findings of fact, conclusions of law order has not been submitted and filed.

CLERK'S NOTE: A copy of this minute order was e-mailed to: Brian Boschee, Esq. [bboschee@nevadafirm.com] and Carrie Hurtik, Esq. [churtik@hurtiklaw.com]. (KD 8/22/19)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction

COURT MINUTES

October 21, 2019

A-16-734351-C	Desert Valley Contracting Inc, Plaintiff(s) vs. IN-LO Properties LLC, Defendant(s)
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October 21, 2019	9:00 AM	Motion for Attorney Fees and Costs
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HEARD BY: Hardy, Joe

COURTROOM: RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Patterson, Jonathan R. Attorney

JOURNAL ENTRIES

- Also present: John Savage, Esq. on behalf of the Defendant.

The Court noted that it's law clerk e-mailed Mr. Boschee and Mr. Story on October 14, 2019, requesting delivery of courtesy copies for the instant Motion, the Opposition, and the Reply, no later than 11:00 AM on October 17, 2019; however, the courtesy copies were not delivered to the Court until October 18, 2019, which did not allow sufficient time for the Court to prepare. The COURT DIRECTED Mr. Savage to inform the counsel at his firm, that courtesy copies were required by this department. Due to the circumstances, COURT ORDERED Defendant's Motion for Attorney's Fees and Costs, was hereby CONTINUED.

CONTINUED TO: 11/18/19 9:00 AM

DISTRICT COURT
CLARK COUNTY, NEVADA

Building and Construction

COURT MINUTES

November 18, 2019

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
vs.
IN-LO Properties LLC, Defendant(s)

November 18, 2019 9:00 AM All Pending Motions

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
Patterson, Jonathan R. Attorney

JOURNAL ENTRIES

- DEFENDANT'S MOTION FOR ATTORNEYS' FEES AND COSTS

Mr. Boschee argued in support of the Motion, stating that Defendant's fees and costs were reasonable, and that Plaintiff's rejection of the \$50,000.00 offer of judgment, was unreasonable. Mr. Patterson argued in opposition, stating that Defendant's request for attorneys' fees and costs was not reasonable, and should be reduced. COURT ORDERED Defendant's Motion for Attorneys' Fees and Costs was hereby GRANTED for all of the reasons set forth in the Motion and Reply, FINDING the following: (1) the \$50,000.00 offer of judgment was imminently reasonable, as it was half of what the Plaintiff eventually claimed was owed; (2) both parties had issues in terms of their evidentiary burdens, and their abilities to meet those burdens; (3) the instant case was complex, involving a lot of moving parts and evidentiary issues, including a large number of witnesses; (4) the fees requested were reasonable, and their reasonableness was sufficiently demonstrated in the Motion and Reply; (5) in making its decision the Court applied the Brunzell factors, and all of the factors supported the award of attorneys' fees and costs; and (6) the hourly rates, the work performed, and the hours worked were all reasonable, and supported the award of the fees and costs. Mr. Boschee to prepare

an Order and Amended Judgment, and forward it to Mr. Patterson for approval as to form and content.

PLAINTIFF / COUNTER-DEFENDANT DESERT VALLEY CONTRACTING INC.'S MOTION TO STAY PENDING APPEAL

Mr. Patterson argued in support of the Motion, stating that the issue on appeal related to damages, which went to whether the offer of judgment was valid. Upon Court's inquiry regarding a bond, Mr. Patterson stated that there was no ruling on the Motion for Attorneys' Fees and Costs when the Motion to Stay was filed; therefore, it was difficult to address the bond issue. Upon Court's further inquiry, Mr. Patterson indicated that he would be amenable to filing supplemental briefing regarding the bond. COURT ORDERED the Motion to Stay was hereby CONTINUED; the parties shall be REQUIRED to provide SIMULTANEOUS SUPPLEMENTAL BRIEFS no later than 5:00 PM on December 4, 2019, regarding the bond.

12/9/19 9:00 AM PLAINTIFF / COUNTER-DEFENDANT DESERT VALLEY CONTRACTING INC.'S MOTION TO STAY PENDING APPEAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction**COURT MINUTES****December 09, 2019**

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
 vs.
 IN-LO Properties LLC, Defendant(s)

December 09, 2019 9:00 AM Motion to Stay

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Hurtik, Carrie E. Attorney
 Patterson, Jonathan R. Attorney

JOURNAL ENTRIES

- The Court noted that it reviewed the supplemental briefing provided by both parties. Ms. Hurtik argued in support of the Motion, stating that being required to pay out the attorney's fees at this juncture, would defeat the purpose of the appeal. Additionally, Ms. Hurtik argued that the Opposition was filed two weeks late, and the instant Motion should be granted as unopposed. Mr. Boschee argued in opposition, stating that posting a bond would not defeat the purpose of the appeal, and would protect the Defendant from incurring further fees. Upon Court's inquiry, counsel indicated the judgment amount was approximately \$114,000.00. COURT ORDERED Plaintiff / Counter-Defendant Desert Valley Contracting, Inc.'s Motion to Stay Pending Appeal, was hereby DENIED, FINDING and ORDERING the following: (1) the general rule required that a bond be posted, in order to obtain a stay pending appeal; (2) the Court characterized the Plaintiff's request in the instant Motion as seeking an exception to the general rule, which depending upon the facts and circumstances of a particular case, would be appropriate; however, in the instant case, no evidence had been provided by the Plaintiff to support their representations of financial stability and ability to pay; (3) generally, a bond amount would be 1 1/2 times a judgment, to account for the costs incurred

during the appeal; however, the Plaintiff shall only be required to post a BOND in the amount of \$114,000.00 (the total judgment amount), if they wished to obtain a stay; (4) noting that it already ruled upon this matter, the Court reiterated its finding that a \$50,000.00 offer of judgment was not low, especially given the facts and circumstances of the instant case; and (5) Plaintiff's contradictory arguments supported the denial of the instant Motion: Plaintiff would argue on one hand that Desert Valley was a financially stable and viable company, and then argue that it would be a hardship for Desert Valley to post a bond. Mr. Boschee to prepare the written Order, and forward it to Ms. Hurtik and Mr. Patterson for approval as to form and content.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction**COURT MINUTES****April 21, 2021**

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
 vs.
 IN-LO Properties LLC, Defendant(s)

April 21, 2021 9:00 AM Status Check

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Patterson, Jonathan R. Attorney

JOURNAL ENTRIES

- All parties present via Blue Jeans.

The Court noted that a hearing regarding the Supreme Court's reversal and remand. Mr. Patterson stated that it would be appropriate to set a briefing schedule. Mr. Boschee seconded Mr. Patterson's suggestions, noting that the issue could be briefed, without the need for another trial. Given the extensive briefing already, the Court suggested simultaneous briefs be submitted. Mr. Patterson and Mr. Boschee stated that they were amenable to the Court's suggestion, and requested May 21, 2021, as the due date for the simultaneous briefs. COURT ORDERED the SIMULTANEOUS BRIEFS would be DUE on or before 5:00 PM on May 21, 2021. COURT FURTHER ORDERED a hearing regarding the reversal and remand, was hereby SET.

6/2/21 10:00 AM HEARING: REVERSAL AND REMAND

CLERK'S NOTE: Following the hearing in open court, COURT ORDERED The Court will not limit the parties on issues for the briefs and argument, but strongly suggests the parties focus on the issues set forth in detail on page 5 of the opinion. Namely, (1) who breached first or if the breaches were mutual, thereby precluding relief and (2) whether, in light of the evidence presented, the contract, once reformed to omit the scrivener's error, entitled Desert Valley to its expected profit and overhead in the event of termination by Inose. (KD 4/21/2021)

CLERK'S NOTE: Minute order electronically served by Courtroom Clerk, Kristin Duncan, to all parties registered for Odyssey File & Serve. (KD 4/21/2021)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Building and Construction**COURT MINUTES****June 02, 2021**

A-16-734351-C Desert Valley Contracting Inc, Plaintiff(s)
 vs.
 IN-LO Properties LLC, Defendant(s)

June 02, 2021 10:00 AM Hearing

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 11D

COURT CLERK: Kristin Duncan

RECORDER: Matt Yarbrough

REPORTER:

PARTIES

PRESENT: Boschee, Brian W. Attorney
 Hurtik, Carrie E. Attorney
 Lujan, Jessica M Attorney

JOURNAL ENTRIES

- The Court noted that it reviewed the briefs submitted by both sides, as well as the Order of Reversal and Remand from the Supreme Court. Ms. Hurtik argued that the Court had more than enough information to make a ruling on damages. Additionally, Ms. Hurtik argued that there was a valid contract between Mr. Inose and Desert Valley Contracting, Inc (DVC), which Mr. Inose repudiated; therefore, DVC was damaged in the amount of \$89,197.58. The Court noted that its decision was reversed and remanded, because the Supreme Court found that this Court erred by not finding that the contract was ambiguous, due to the term "client", and the Supreme Court could not find that said error was harmless. Additionally, the Court noted that the decision was reversed and remanded because it did not determine which of the parties breached the contract first. Furthermore, the Court stated that the reverse and remand was limited to those two issues: (1) who breached the contract first; and (2) whether the contract being reframed to correct the scrivener's error entitled DVC to profit and overhead. Mr. Hurtik argued that if the scrivener's error affected the Court's ruling, then profit and overhead should be looked at again. Mr. Boschee advised that he disagreed with the Supreme Court's discretion, arguing that DVC failed to prove up their damages. Additionally, Mr.

Boschee argued that DVC only completed 85% of the work, and was paid profit and overhead over the course of the job. The COURT ORDERED and FOUND the following: (1) The Court was guided by the reversal and remand from the Supreme Court; (2) the Court acknowledged that the Supreme Court's reversal was based upon the "client" scrivener's error; (3) it was clear that the "client" in said scrivener's error was Desert Valley Contracting, Inc; (4) pursuant to the road map provided by the Supreme Court, the Court must determine whether either of the parties breached the contract first, or whether it was a mutual breach, which would preclude relief; (5) the remand was limited to which party breached the contract first, and whether the contract being reframed to correct the scrivener's error entitled DCV to profit and overhead; therefore, the case was not being reopened for trial, as all necessary evidence had already been presented; (6) both sides were given the opportunity to present evidence at the bench trial, and both sides acknowledged that another trial would not be necessary; (7) the vast majority of the Court's Findings of Fact, Conclusions of Law still applied; (8) the Court's prior finding that Inose and DVC both materially breached the contract, STANDS; (9) the Court FOUND and RULED that the breaches were mutual; (10) the Westinghouse Elec. Corp. v. Garrett Corp. decision observed that, under general contract law, "in proper circumstances a court may refuse to allow recovery by either party to an agreement because of their mutual fault"; (11) the Court FOUND, RULED, and CONCLUDED that the instant case was such a case as found in Westinghouse; (12) both sides in the instant case materially breached the contract; therefore, neither side was entitled to relief; (13) the Court's decision included and accounted for the scrivener's error; (14) once the contract had been reframed to omit the scrivener's error, DVC would be entitled to expect profit and overhead, in the event that Inose terminated the contract; however, both sides breached the contract; (15) had the breach of the contract not been mutual, DVC would have been entitled to profit and overhead; (16) on page 14 of the Findings of Fact, Conclusions of Law, filed on September 3, 2019, there were numerous breaches that the Court found, and continued to find; therefore, the Court concluded that DVC breached the contract in numerous ways, thereby precluding relief to DVC; (17) alternatively, the first material breach was by DVC, when it unilaterally stopped working on the project, and told the subcontractors to stop working; (18) setting aside all of the other breaches, the breach set forth in point 17, was the first material breach; (19) the Court was not changing its ruling, or reversing its findings, related to its denial of Inose's claims, as that issue was not the subject of the appeal, and those findings continued to apply; (20) alternatively, neither side, including DVC, proved up their damages; (21) both sides had the burden of proof to show by a preponderance of the evidence, that they met each element of the claim asserted, one of those elements being damages; (22) DVC failed to meet its burden of proof in showing damages; (23) the main issue the Court had at trial was, that if either side wished to prevail on the breach of contract claim, they must provide proof of damages; neither side performed an accounting, which would have demonstrated their actual damages incurred; (24) the argument regarding the offer of judgment, and the rejection of the offer of judgment, was not a substantive reason to grant relief based on the brach of contract asserted by DVC; (25) the end result of the instant findings on the remand, was that the Court still found that neither side was the prevailing party, including DVC; (26) the Court addressed the offer of judgment, since it was raised during the instant hearing; however, since the Court's findings had not changed, the ruling and consequences related to the offer of judgment, would remain the same; (27) there may be additional fees and costs that could be an issue; however, the Court was not precluding or

granting that issue at this time; (28) even with the scrivener's error, DVC still failed to establish that they were entitled to damages; and (29) all finding of fact, conclusions of law related to Inose, STAND and apply.

Mr. Boschee to prepare the written Order, and forward it to Ms. Hurtik for approval as to form and content.

JOINT TRIAL EXHIBITS (BINDER 1)

Plaintiff's Exhibits 1-165

Exh ibit No.	Description	Bates No.	STP	Date Offered	OBJ	Date Admitted	
1.	Artesia Kitchen & Bath, Invoice No.: 869, Dated October 12, 2014	DVC000001	✓	4/2/19		4/8/19	WA
2.	Artesia Kitchen & Bath, Unconditional Waiver and Release on Progress Payment, dated October 31, 2014	DVC000002					WA
3.	Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated April 27, 2015	DVC000003					WA
4.	Artesia Kitchen & Bath, Labor Payment Affidavit, dated April 27, 2015	DVC000004					WA
5.	Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000005					WA
6.	Creative Closets & Cabinets, Check Receipt No.: 14507	DVC000006					WA
7.	Email from Janelle Conrady to Rachelle Elliston, Re: Inose Residence, dated July 7, 2015	DVC000007- DVC000008					WA
8.	Artesia Kitchen & Bath, Conditional Waiver and Release on Progress Payment, dated July 7, 2015	DVC000009					WA
9.	Notice to Owner and Contractor of Right to Lien, dated October 14, 2014	DVC000010					WA
10.	Approved Proposal, dated September 12, 2014	DVC000011- DVC000015					WA
11.	Artesia Kitchen & Bath, Invoice No.: 1052, dated April 27, 2015	DVC000016					WA
12.	Artesia Kitchen & Bath, Out of Stock Certificate, dated April 27, 2015	DVC000017					WA
13.	Artesia Kitchen & Bath, Invoice No.: 1134, dated July 7, 2015, Re: Change Order	DVC000018					WA
14.	DVC Receipt Artesia Kitchen & Bath, dated October 16, 2014	DVC000019					WA
15.	Arx LLC, Unconditional Waiver and Release on Final Payment, dated October 16, 2014	DVC000020					WA
16.	Arx LLC, Conditional Waiver and Release on Final Payment, dated September 24, 2014	DVC000021					WA
17.	DVC Receipt Arx, LLC, dated October 16, 2014	DVC000022					WA
18.	Arx LLC, Invoice No.: 0531, dated September 24, 2014	DVC000023					WA
19.	Arx LLC, Invoice No.: 0535, dated October 1, 2014	DVC000024					WA
20.	Arx, LLC, Structural Engineering Memorandum, dated September 23, 2014	DVC000025- DVC000028					WA
21.	Arx, LLC, Professional Services Agreement, dated September 18, 2014	DVC000029- DVC000030					WA
22.	DVC Receipt for Burnham Painting & Drywall Corp., dated September 23, 2014	DVC000031					WA
23.	Burnham Painting & Drywall Corp. Proposal, dated September 23, 2014	DVC000032					WA
24.	Burnham Painting & Drywall Corp., Unconditional Waiver and Release Upon Final Payment, dated May 22, 2015	DVC000033					WA
25.	DVC Receipt for Burnham Painting & Drywall, Final Check, dated April 22, 2015	DVC000034					WA
26.	Email Chain between Gordon Lapointe and Rachelle Elliston, Re: Payment, dated April 24, 2015	DVC000035- DVC000037					WA
27.	Letter from State Contractors Board, dated April 27, 2015	DVC000038					WA
28.	Letter from State Contractors Board, dated April 6, 2015	DVC000039					WA
29.	Consumer Complaint Form, dated March 30, 2015	DVC000040- DVC000041					WA
30.	Letter from State Contractors Board, dated March 30, 2015	DVC000042- DVC000051					WA
31.	Email Chain between Toni Burnham and Rachel Elliston, Re: Invoice 19477, dated April 3, 2015	DVC000052					WA
32.	DVC Receipt for Central Valley Insulation, dated April 16, 2015	DVC000053					WA
33.	Comfort Home Appliance, Invoice No.: 07335, dated August 25, 2015	DVC000054	✓	✓		✓	WA

Stip. Offered Admitted

34.	Email from Bank of America to Diana Cerda, Re: Receipt for Comfort Home Appliance, dated September 2, 2014	DVC000055	✓	4/8/19		4/8/19	WA
35.	West Coast Concrete, Inc., BID Proposal and Contract Agreement, dated April 23, 2015	DVC000056-DVC000057					WA
36.	Desert Home Electric, Inc., Conditional Waiver and Release upon Progress Payment, dated October 21, 2014	DVC000058					WA
37.	Desert Home Electric, Inc., Labor/Material from Stock Release	DVC000059					WA
38.	DVC Receipt for Custom Landau, June 8, 2015	DVC000060					WA
39.	Custom Landau, Approved Invoice 5799, dated April 8, 2015	DVC000061					WA
40.	Custom Landau, Invoice 5179, dated February 25, 2015	DVC000062					WA
41.	Custom Landau, Paid Out of Stock Material Certificated, dated April 8, 2015	DVC000063					WA
42.	Custom Landau, Conditional Waiver and Release Upon Final Payment, dated April 8, 2015	DVC000064					WA
43.	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000065					WA
44.	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000066					WA
45.	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000067					WA
46.	Desert Home Electric, Inc., Invoice No.: 14103, dated December 11, 2014	DVC000068					WA
47.	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 11, 2014	DVC000069					WA
48.	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000070					WA
49.	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000071					WA
50.	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000072					WA
51.	Crescent Electric Supply Company, Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000073					WA
52.	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000074					WA
53.	DVC Receipt for Desert Home Electric, Inc., dated March 18, 2015	DVC000075					WA
54.	Desert Home Electric, Inc., Invoice No.: 14119, dated December 16, 2014	DVC000076					WA
55.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 16, 2014	DVC000077					WA
56.	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 16, 2014	DVC000078					WA
57.	Desert Home Electric, Inc., Approved Quote and Purchase Order Request, dated December 3, 2014	DVC000079					WA
58.	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000080					WA
59.	Desert Home Electric, Inc., Letter Re: Phase 1 – Scope of Work for Wire Certification, dated September 24, 2014	DVC000081					WA
60.	Desert Home Electric, Inc., Invoice No.: 13957, dated October 21, 2014	DVC000082					WA
61.	Desert Home Electric, Inc., Labor/Material Stock Release, dated October 21, 2014	DVC000083					WA
62.	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000084					WA
63.	Desert Home Electric, Inc., Invoice No.: 14079 dated December 5, 2014	DVC000085					WA
64.	Desert Home Electric, Inc., Labor/Material Stock Release, dated December 5, 2014	DVC000086					WA
65.	Desert Home Electric, Inc., Breakdown – Master Form, dated December 24, 2014	DVC000087					WA
66.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated January 23, 2015	DVC000088					WA
67.	Desert Home Electric, Inc., Labor Release, dated January 21, 2015	DVC000089					WA
68.	DVC Receipt for Desert Home Electric, Inc., dated January 30, 2015	DVC000090					WA
69.	DVC Receipt for Desert Home Electric, Inc., dated June 12, 2015	DVC000091					WA
70.	DVC Receipt for Desert Home Electric, Inc., dated July 24, 2015	DVC000092					WA
71.	DVC Receipt for Desert Home Electric, Inc., dated November 12, 2014	DVC000093					WA
72.	DVC Receipt for Desert Home Electric, Inc., dated December 19, 2014	DVC000094					WA
73.	DVC Check History for Desert Home Electric, Inc., dated February 18, 2015	DVC000095					WA
74.	Desert Home Electric, Inc., Invoice No.: 14616 dated May 26, 2015	DVC000096					WA
75.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated May 26, 2015	DVC000097					WA
76.	Desert Home Electric, Inc., Labor Release, dated May 26, 2015	DVC000098	✓	✓		✓	WA

			Slip. Offered				Admitted				
77.	Desert Home Electric, Inc., Invoice No.: 14079, dated December 5, 2014	DVC000099	✓	4/8/19			4/8/19				WA
78.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Progress Payment, dated December 5, 2014	DVC000100									WA
79.	Desert Home Electric, Inc., Invoice No.: 14103, dated December 11, 2014	DVC000101									WA
80.	Desert Home Electric, Inc., Conditional Waiver and Release Upon Final Payment, dated December 11, 2014	DVC000102									WA
81.	DVC Check History for Desert Home Electric, Inc., dated March 18, 2015	DVC000103									WA
82.	Desert Home Electric, Inc., Quote No.: 51216B, dated June 12, 2015	DVC000104									WA
83.	Desert Home Electric, Inc., Quote No.: 51216C, dated June 12, 2015	DVC000105									WA
84.	Desert Home Electric, Inc., Approved Quote, dated August 12, 2015	DVC000106									WA
85.	City of Henderson, Subcontractor Registration for Desert Home Electric, Inc.	DVC000107									WA
86.	DVC's Subcontract with Desert Home Electric, Inc.	DVC000108- DVC000113									WA
87.	Desert Home Electric, Inc., Put House Back Together - High Voltage, dated November 18, 2014	DVC000114- DVC000115									WA
88.	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000116									WA
89.	Desert Home Electric, Inc., Dielectric Test, dated October 21, 2014	DVC000117- DVC000119									WA
90.	Letter from Desert Home Electric, Inc., dated October 28, 2014	DVC000120									WA
91.	Notice of Right to Lien (Private Work), Crescent Electric Supply Co. Inc.	DVC000121- DVC000122									WA
92.	Email chain between Steve Raleigh and Diana Cerda, dated October 20, 2014	DVC000123									WA
93.	Notice of Right to Lien and Request for Receipt of Notice of Completion, Desert Lumber, dated September 19, 2014	DVC000124									WA
94.	DVC Receipt for Desert Lumber, dated January 30, 2015	DVC000125									WA
95.	Desert Lumber, Invoice No. 612380, dated December 3, 2014	DVC000126									WA
96.	Desert Lumber, Invoice No. 613425, dated December 18, 2014	DVC000127									WA
97.	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated July 17, 2015	DVC000128									WA
98.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213613, dated July 1, 2015	DVC000129									WA
99.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-213864, dated July 1, 2015	DVC000130									WA
100.	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated January 1, 2015	DVC000131									WA
101.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209189, dated December 31, 2014	DVC000132									WA
102.	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated February 12, 2015	DVC000133									WA
103.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-209739, dated January 31, 2015	DVC000134									WA
104.	DVC Receipt for Las Vegas Toilet Rentals, Inc., dated March 16, 2015	DVC000135									WA
105.	Las Vegas Toilet Rentals, Inc., Invoice No.: A-210302 dated February 28, 2015	DVC000136									WA
106.	DVC Receipt for Desert Home Electric, Inc., dated July 9, 2015	DVC000137									WA
107.	DVC Receipt for Diva Interior Concepts, LLC, dated March 17, 2015	DVC000138									WA
108.	Diva Interior Concepts, LLC, Estimate No.: 1132, dated March 11, 2015	DVC000139									WA
109.	Diva Interior Concepts, LLC, Estimate No.: 1133, dated March 16, 2015	DVC000140									WA
110.	DVC Letter to Diva Interior Concepts, LLC, dated October 31, 2014, not signed	DVC000141									WA
111.	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment	DVC000142									WA
112.	DVC's Subcontract with Diva Interior Concepts, LLC	DVC000143- DVC000146									WA
113.	DVC Receipt for Diva Interior Concepts, LLC, dated April 20, 2015	DVC000147									WA
114.	DVC Receipt for Diva Interior Concepts, LLC, dated October 31, 2014	DVC000148									WA
115.	Diva Interior Concepts, LLC, Proposal, dated September 10, 2014	DVC000149- DVC000150									WA
116.	Diva Interior Concepts, LLC, Unconditional Waiver and Release on Progress Payment, Signed	DVC000151									WA
117.	Diva Interior Concepts, LLC, Estimate No.: 1137, dated April 14, 2015	DVC000152									WA
118.	DVC Receipt for Diva Interior Concepts, LLC, dated May 1, 2014	DVC000153	✓	4/8/19			4/8/19				WA

			Stip. Offered		Admitted	
119.	Diva Interior Concepts, LLC, Invoice No.: 451, dated April 24, 2015	DVC000154; DVC000158; DVC000160	✓	4/8/19	4/8/19	WA
120.	Diva Interior Concepts, LLC, Invoice No.: 450, dated April 21, 2015	DVC000155- DVC000156				WA
121.	Diva Interior Concepts, LLC, Estimate No.: 1136, dated April 13, 2015	DVC000157				WA
122.	DVC Receipt for Diva Interior Concepts, LLC, dated May 8, 2015	DVC000159				WA
123.	DVC Receipt for Diva Interior Concepts, LLC, dated July 9, 2015	DVC000161				WA
124.	Diva Interior Concepts, LLC, Invoice No.: 417, dated January 5, 2015	DVC000162; DVC000163				WA
125.	Diva Interior Concepts, LLC, Invoice 485, dated July 6, 2015	DVC000164				WA
126.	Diva Interior Concepts, LLC, Statement, dated June 15, 2015	DVC000165				WA
127.	DVC Receipt for Diva Interior Concepts, LLC, dated July 17, 2015	DVC000166				WA
128.	Diva Interior Concepts, LLC, Statement, dated July 15, 2015	DVC000167				WA
129.	DVC Receipt for Diversified Protection Systems, Inc., dated May 13, 2015	DVC000168				WA
130.	Diversified Protection Systems, Inc., Invoice No.: 104476, dated September 25, 2014	DVC000169; DVC000170				WA
131.	Diversified Protection Systems, Inc., Estimate No.: 3666, dated September 25, 2014	DVC000171				WA
132.	Email chain between Diana Cerda and Diversified Protection Systems, Inc., Re: Inose -587 St Croix, dated November 11, 2014	DVC000172- DVC000173				WA
133.	DVC's Subcontract with Diversified Protection Systems, Inc., dated October 21, 2014	DVC000174- DVC000184				WA
134.	Email chain between Roy Heaton and Diana Cerda, Re: Inose Request (Change Orders), dated January 8, 2015	DVC000185				WA
135.	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000186- DVC000199				WA
136.	Eagle Sentry, Proposal 8076-00, dated December 17, 2014	DVC000200- DVC000201				WA
137.	Eagle Sentry, Proposal 8076-00 Change Order 5, dated January 5, 2015	DVC000202				WA
138.	Eagle Sentry, Proposal 8076-00 Change Order 2, dated November 13, 2014	DVC000203				WA
139.	Eagle Sentry, Proposal 8076-00 Change Order 1, dated October 16, 2014	DVC000204- DVC000206				WA
140.	Eagle Sentry, Proposal 8076-00 Change Order 7, dated July 28, 2015	DVC000207				WA
141.	Eagle Sentry, Proposal 8076-00 Change Order 8, dated July 28, 2015	DVC000208				WA
142.	Eagle Sentry, Proposal 8076-00, dated August 27, 2014	DVC000209- DVC000212				WA
143.	Eagle Sentry, Proposal 8076-00, dated September 19, 2014	DVC000213- DVC000214				WA
144.	DVC's Subcontract with Eagle Sentry, dated October 3, 2014	DVC000215- DVC000225				WA
145.	DVC Receipt for Eagle Sentry, dated November 19, 2014	DVC000226				WA
146.	Eagle Sentry Material Release, Invoice 159141, dated November 25, 2014	DVC000227				WA
147.	DVC Receipt for Eazylift Elevators, dated July 2, 2015	DVC000228;				WA
148.	Eazylift Elevators, Labor Payment Affidavit, dated June 1, 2015	DVC000229				WA
149.	Eazylift Elevators, Out of Stock Material Certification, dated June 1, 2015	DVC000230				WA
150.	Eazylift Elevators, Invoice No.: INV-162940, dated June 8, 2015	DVC000231				WA
151.	Efficient Space Planning, Change Order 1, dated April 29, 2015	DVC000232				WA
152.	Efficient Space Planning, Invoice No.: 112514, dated August 28, 2014	DVC000233				WA
153.	Efficient Space Planning Drawings	DVC000234- DVC000236				WA
154.	DVC Receipt for Efficient Space Planning, dated November 19, 2014	DVC000237				WA
155.	Efficient Space Planning Material Suppliers	DVC000238				WA
156.	Firehouse Electric, Invoice No.: 1606, dated September 10, 2014	DVC000239				WA
157.	HY-Bar, Change Order, dated December 18, 2014	DVC000240				WA
158.	HY-Bar, Proposal, dated November 5, 2014	DVC000241- DVC000242				WA
159.	HY-Bar, Change Order, dated January 5, 2015	DVC000243	✓	✓	✓	WA

			Ship. Offered		Admitted	
160.	HY-Bar, Proposal, dated August 28, 2014	DVC000244- DVC000249	✓	4/8/19	4/8/19	WA
161.	DVC Receipt for HY-Bar, dated March 17, 2015	DVC000250; DVC000254	↓	↓	↓	WA
162.	HY-Bar, Proposal, Invoice No.: 5978, dated February 25, 2015	DVC000251	↓	↓	↓	WA
163.	HY-Bar, Materials from Paid Stock, dated March 3, 2015	DVC000252; DVC000255	↓	↓	↓	WA
164.	HY-Bar, Conditional Waiver and Release Upon Progress Payment, dated March 3, 2015	DVC000253	↓	↓	↓	WA
165.	DVC Receipt for HY-Bar, dated March 26, 2015	DVC000256	▽	▽	▽	WA

JOINT TRIAL EXHIBITS (BINDER 2)

Plaintiff's Exhibits 166-264

Exh ibit No.	Description	Bates No.	STP	Date Offered	OBJ	Date Admitted	
166.	HY-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000257	✓	4/8/19		4/8/19	WA
167.	Hy-Bar, Conditional Waiver and Release Upon Progress Payment, dated April 17, 2015	DVC000258					WA
168.	Hy-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000259					WA
169.	DVC Receipt for Hy-Bar, dated April 16, 2015	DVC000260					WA
170.	Hy-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000261					WA
171.	Hy-Bar, Invoice No.: 5977, dated February 25, 2015	DVC000262					WA
172.	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000263					WA
173.	Hy-Bar, Invoice No.: 6328, dated April 1, 2015	DVC000264					WA
174.	Hy-Bar, Job No.: 106404, dated August 8, 2014	DVC000265					WA
175.	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000266					WA
176.	HY-Bar, Change Order, dated April 22, 2015	DVC000267					WA
177.	DVC Receipt for Hy-Bar, dated June 12, 2015	DVC000268					WA
178.	HY-Bar, Change Order, dated April 22, 2015	DVC000269					WA
179.	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000270					WA
180.	Unknown Invoice, dated November 17, 2014	DVC000271					WA
181.	HY-Bar, Materials from Stock Paid, dated November 25, 2014	DVC000272; DVC000273; DVC000275					WA
182.	DVC Receipt for Hy-Bar, dated November 19, 2014	DVC000274					WA
183.	HY-Bar, Invoice No.: 6130, dated March 30, 2015	DVC000276					WA
184.	HY-Bar, Materials from Stock Paid, dated April 17, 2015	DVC000277					WA
185.	HY-Bar, Invoice 5977, dated February 25, 2015	DVC000278					WA
186.	DVC Receipt for Hy-Bar, dated June 3, 2015	DVC000279					WA
187.	DVC Receipt for Hy-Bar, dated August 7, 2015	DVC000280					WA
188.	DVC Receipt for Hy-Bar, dated November 19, 2015	DVC000281; DVC000282					WA
189.	Macrotec Consulting, LLC, Microbial Investigation Report	DVC000283- DVC000305					WA
190.	Efficient Space Planning, Invoice No. 2081, dated November 24, 2014	DVC000306					WA
191.	Efficient Space Planning, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000307					WA
192.	Efficient Space Planning Material Supplies	DVC000308					WA
193.	DVC's Subcontract with Efficient Space Planning	DVC000309- DVC000319					WA
194.	Eagle Sentry, Service Invoice No.: 159141, dated October 21, 2014	DVC000320					WA
195.	Eagle Sentry, Materials Release, dated November 25, 2014	DVC000321					WA
196.	Eagle Sentry, Conditional Waiver and Release Upon Progress Payment, dated November 25, 2014	DVC000322					WA
197.	Summit Tile & Stone, Invoice No.: 1314, dated July 28, 2015	DVC000323					WA
198.	Summit Tile & Stone, Approved Proposal, dated April 29, 2015	DVC000324- DVC000326					WA
199.	DVC Receipt for Perfect Picture TV Repair, dated August 18, 2014	DVC000327					WA
200.	Perfect Picture TV Repair, Lead Tech Worksheet, dated August 18, 2014	DVC000328					WA
201.	Perfect Picture TV Repair, Invoice, dated August 18, 2014	DVC000329- DVC000340					WA
202.	Precision Plumbing, Invoice No.: 39739, dated August 4, 2014	DVC000341					WA
203.	DVC A/R History Report, dated August 8, 2015	DVC000342					WA
204.	DVC Receipt for PS of Las Vegas, LLC, dated July 2, 2015	DVC000343	✓	✓		✓	WA

			Stip. Offered		Admitted	
205.	ProSource of Las Vegas, Estimate, dated May 14, 2015	DVC000344	✓	4/8/19	4/8/19	WA
206.	Silver State Insulation, Proposal No.: I3854, dated August 15, 2014	DVC000345				WA
207.	Email from Dustin Dreier to Diana Cerda, Re: Proposal, dated August 25, 2014	DVC000346				WA
208.	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000347				WA
209.	Sunrise Service, Inc., Invoice No.: A142549, dated September 26, 2014	DVC000348				WA
210.	Sunrise Service, Inc., Invoice No.: A142541, dated September 23, 2014	DVC000349				WA
211.	Sunrise Service, Inc., Invoice No.: A142545, dated September 24, 2014	DVC000350				WA
212.	Sunrise Mechanical, Inc., Proposal, dated August 21, 2014	DVC000351				WA
213.	Letter from Sunrise Mechanical, Inc., dated November 25, 2014	DVC000352				WA
214.	City of Henderson, Sunrise Mechanical, Inc.	DVC000353				WA
215.	City of Henderson, Sunrise Services, Inc.	DVC000354				WA
216.	DVC's Subcontract with Sunrise Service, Inc.	DVC000355- DVC000365				WA
217.	Sunrise Service, Inc., Billed Jobs and Estimates	DVC000366- DVC000374; DVC000376- DVC000378				WA
218.	DVC Receipt for Sunrise Service, Inc., dated October 21, 2014	DVC000375				WA
219.	DVC's Subcontract with Eazylift Elevators	DVC000379- DVC000387				WA
220.	DVC's Subcontract with Hy-Bar Windows and Doors	DVC000388- DVC000396				WA
221.	DVC's Subcontract with Summit Tile & Stone, LLC	DVC000397- DVC000407				WA
222.	Email from Daniel Merritt to Rachelle Elliston and Tina Dyba, Re: Countertops, dated May 13, 2015	DVC000408				WA
223.	Silver State Specialties, LLC, Proposal, dated July 22, 2015	DVC000409				WA
224.	West Coast Concrete, Inc., Bid Proposal and Contract, dated March 25, 2015	DVC000410				WA
225.	West Coast Concrete, Inc., Conditional Waiver and Release Upon Progress Payment, dated August 27, 2015	DVC000411				WA
226.	Wilshire Refrigeration & Appliance, Inc., Invoice No.: 135135, dated September 26, 2014	DVC000412- DVC000416				WA
227.	DVC Work Order Report, 2014-10-22-1809	DVC000417- DVC000484				WA
228.	DVC Inose Construction Schedule	DVC000485- DVC000486				WA
229.	Email from Daniel Merritt to Rachel Elliston and Diana Cerda, Re: Follow Up, dated December 4, 2014	DVC000487				WA
230.	ServePro File	DVC000488- DVC000490				WA
231.	Notice of Right to Lien	DVC000491- DVC000492				WA
232.	Fed Receipt	DVC000493				WA
233.	DVC Receipt, dated December 15, 2014	DVC000494				WA
234.	DVC Receipt for Perfect Picture TV Repair	DVC000495				WA
235.	Letter from SCA Design, LLC	DVC000496				WA
236.	City of Henderson, Request for Copies of Copyrighted Records, dated September 16, 2014	DVC000497				WA
237.	DVC Work Order Report, ROB'S-NEW	DVC000498- DVC000500				WA
238.	DVC Receipt for City of Henderson, dated September 26, 2014	DVC000501				WA
239.	DVC Work Order Report, INOSE-ROBSUPP	DVC000502- DVC000507	✓	✓	✓	WA

			Stip. Offered		Admitted	
240.	City of Henderson, Residential Building Incident Repair Permit	DVC000508-DVC000515	✓	4/8/19	4/8/19	WA
241.	City of Henderson, Permit Inspection History	DVC000516-DVC000518				WA
242.	City of Henderson, Building and Fire Safety	DVC000519-DVC000521				WA
243.	City of Henderson, Permit	DVC000522				WA
244.	DVC Employment Payroll and Timesheets for Robert Ramirez	DVC000523-DVC000572				WA
245.	DVC A/P Check History, dated October 29, 2014	DVC000573				WA
246.	DVC Receipts on Account, dated September 11, 2014	DVC000574				WA
247.	DVC Invoice No.: 63718, dated October 4, 2015	DVC000575				WA
248.	Check from IN-LO Properties, LLC, dated September 10, 2015	DVC000576				WA
249.	DVC Receipts on Account, dated July 8, 2015	DVC000577				WA
250.	DVC Invoice No.: 63444, dated October 16, 2015	DVC000578-DVC000579				WA
251.	DVC A/R Check History, dated March 18, 2015	DVC000580				WA
252.	DVC Invoice No.: 63066, dated November 7, 2014	DVC000581				WA
253.	DVC Invoice No.: 63067, dated October 8, 2014	DVC000582				WA
254.	Check from IN-LO Properties, LLC, dated October 22, 2014	DVC000583				WA
255.	DVC Receipts on Account, dated March 17, 2015	DVC000584				WA
256.	DVC Invoice No.: 63255, dated January 22, 2015	DVC000585				WA
257.	DVC Receipts on Account, dated January 20, 2015	DVC000586				WA
258.	DVC Invoice No.: 63255, dated January 8, 2015	DVC000587				WA
259.	DVC Receipts on Account, dated September 25, 2014	DVC000588				WA
260.	Check from IN-LO Properties, LLC, dated September 24, 2014	DVC000589				WA
261.	DVC Invoice No.: 63039, dated September 24, 2014	DVC000590				WA
262.	Preliminary Notice, dated May 21, 2015	DVC000591				WA
263.	DVC Employee Payroll Report	DVC000592				WA
264.	Letter from DVC to Unknown, dated October 14, 2015	DVC000593-DVC000594	✓	4/8/19	4/8/19	WA

JOINT TRIAL EXHIBITS (BINDER 3)

Plaintiff Exhibits 265-324

Exhibit No.	Description	Bates No.	STP	Date Offered	OBJ	Date Admitted	
265.	DVC Invoice No.: 63052, dated October 2, 2014	DVC000595	✓	4/2/19		4/2/19	WA
266.	DVC Work Order Report, INOSE-FULL-BID3	DVC000596- DVC000673					WA
267.	Email from Brian Lynch to Diana Cerda, dated September 5, 2014	DVC000674- DVC000675					WA
268.	Email from Diana Cerda to Brian Lynch, dated August 20, 2014	DVC000676					WA
269.	Email from Daniel Merritt and Nelida Morey, Re: Additional Help with Inose, dated August 15, 2014	DVC000677					WA
270.	Email from Diana Cerda to Daniel Merritt, Re: Inose – Claim # 00514151370, dated October 2, 2014	DVC000678					WA
271.	Email from Daniel Merritt to Diana Cerda, Re: Site Inspection, dated September 16, 2014	DVC000679					WA
272.	Email chain between Robert Ramirez and Tina Dyba, Re: Hit List, dated May 12, 2015	DVC000680- DVC000683					WA
273.	Email from Tina Dyba to Daniel Merritt, Re: Slab Selection, dated June 4, 2015	DVC000684					WA
274.	Job and Billing Detail 4.25.2017	DVC000685- 706					WA
275.	Job Update for Inose Project 9.18.2014	DVC000707- DVC000709					WA
276.	Job Update for Inose Project 9.19.2014 with subcontractor Matrix	DVC000710- DVC000713					WA
277.	Job Update for Inose Project 9.22.2014 with subcontractor Matrix	DVC000714- DVC000719					WA
278.	Job Update for Inose Project 9.26.2014 with subcontractor Matrix	DVC000720- DVC000728					WA
279.	Job Update for Inose Project 10.30.2014 with subcontractor Matrix	DVC000729- DVC000738					WA
280.	Job Update for Inose Project 10.01.2014	DVC000739- DVC000747					WA
281.	Job Update for Inose Project 10.02.2014	DVC000748- DVC000756					WA
282.	Job Update for Inose Project 10.03.2014	DVC000757- DVC000766					WA
283.	Job Update for Inose Project 10.06.2014	DVC000767- DVC000777					WA
284.	Job Update for Inose Project 10.08.2014	DVC000778- DVC000789					WA
285.	Job Update for Inose Project 10.14.2014	DVC000790- DVC000803					WA
286.	Job Update for Inose Project 10.15.2014	DVC000804- DVC000817					WA
287.	Email from Daniel Merritt to Diana Cerda regarding forwarding updates to Brian Lynch	DVC000818- DVC000819					WA
288.	Job Update for Inose Project 10.16.2014	DVC000820- DVC000834					WA
289.	Job Update for Inose Project 10.20.2014	DVC000835- DVC000852					WA
290.	Job Update for Inose Project 10.21.2014	DVC000853- DVC000869	✓	✓		✓	WA

Stip. offered admitted

291.	Job Update for Inose Project 10.22.2014	DVC000870-DVC000886	✓	4/8/19		4/8/19	WA
292.	Job Update for Inose Project 10.27.2014	DVC000887-DVC000888					WA
293.	Job Update for Inose Project 10.30.2014	DVC000889-DVC000890					WA
294.	Job Update for Inose Project 11.06.2014	DVC000891-DVC000892					WA
295.	Job Update for Inose Project 11.05.2014	DVC000893-DVC000894					WA
296.	Inose Residence Action Item Schedule 11.07.2014	DVC000895-DVC000900					WA
297.	Job Update for Inose Project 11.07.2014	DVC000901-DVC000902					WA
298.	Job Update for Inose Project 11.11.2014	DVC000903-DVC000904					WA
299.	Email to Robert Ramirez from Will Roberts regarding Action Item List.	DVC000905					WA
300.	Inose Residence Action Item Schedule 11.12.2014	DVC000906-DVC000913					WA
301.	Job Update for Inose Project 11.17.2014	DVC000914-DVC000915					WA
302.	Inose Residence Action Item Schedule 11.18.2014	DVC000916-DVC000926					WA
303.	Inose Residence Action Item Schedule 11.18.2014 with Job Update for 11.18.2014	DVC000927-DVC000939					WA
304.	Job Update for Inose Project 11.19.2014	DVC000940-DVC000941					WA
305.	Job Update for Inose Project 11.21.2014	DVC000942-DVC000943					WA
306.	Job Update for Inose Project 11. 25.2014	DVC000944-DVC000945					WA
307.	Job Update for Inose Project 12.01.2014	DVC000946-DVC000947					WA
308.	Inose Residence-Action Item Schedule 12.01.2014	DVC000948-DVC000957					WA
309.	Job Update for Inose Project 12.03.2014	DVC000958-DVC000959					WA
310.	Job Update for Inose Project 12.03.2014	DVC000960-DVC000961					WA
311.	Job Update for Inose Project 12.04.2014	DVC000962-DVC000963					WA
312.	Job Update for Inose Project 12.05.2014	DVC000964-DVC000965					WA
313.	Job Update for Inose Project 12.10.2014	DVC000966-DVC000967					WA
314.	Job Update for Inose Project 12.11.2014	DVC000968-DVC000969					WA
315.	Email From Mass Tile to DVC with Invoice 9.17.2014	DVC000970-DVC000971					WA
316.	Email from Luz Cruz of Republic Glass to DVC with waiver attached 11.10.2015	DVC000972-DVC000973					WA
317.	Email from Walker & Zanger, Inc to DVC regarding W-9 and business license with attachments 1.27.2015	DVC000974-DVC000978					WA
318.	Email Chain from Walker & Zanger, Inc. to DVC regarding glass samples. 9.21.2015	DVC000979-DVC000982					WA
319.	Email Chain between DVC and DSPI, Inc. with estimate attached. 09.19.2015	DVC000983-DVC000986					WA
320.	Fax From DVC to DSPI with contract documents	DVC000987-DVC001004	✓	✓		✓	WA

Stip. Offered Admitted

321.	Facsimile from Wilshire Refrigeration and Appliance, regarding 9.26.2015 service report on condition of appliances.	DVC001005-DVC001007	✓	4/8/19		4/8/19	WA
322.	Email from Lee's Heating and Cooling to DVC regarding refrigeration in Wine Cellar with estimate. 12.23.2014	DVC001008 DVC001010	↓	↓		↓	WA
323.	Email from Will Robert to Daniel Merritt regarding cost of Refrigeration Unit with attachment 12.23.2014	DVC001011-DVC001014	↓	↓		↓	WA
324.	Follow-up email from Will Robert to Daniel Merritt regarding Cost of Wine Cellar refrigeration 12.29.2014	DVC001015-DVC001018	✓	✓		✓	WA

JOINT TRIAL EXHIBITS (BINDER 4)

Plaintiff Exhibits 325 to 402

			Stip. Offered		Admitted	
325	Email from High Desert Landscaping with estimate 12.29.2014	DVC001019-DVC001020	✓	4/8/19	4/8/19	WA
326	Email Chain between Silver State Specialists and DVC regarding Mirror Installation 9.11.2015	DVC001021-DVC001023				WA
327	Email from Silver State Specialists to DVC regarding fireplace service with attachment	DVC001024-DVC001025				WA
328	Email from DVC to John Machin with invoice from Firehouse Electric 5.25.2015	DVC001026-DVC001027				WA
329	Email DVC regarding Desert Oasis Pool 7.22.2015	DVC001028				WA
330	Email Chain regarding Paint Samples from Sherwin-Williams 03.05.2015	DVC001029-DVC001030				WA
331	Email from Sherwin-Williams regarding paint order 3.25.2015	DVC001031-DVC001033				WA
332	Email from Custom Landau regarding proposal for glass rail with attachment 2.25.2015	DVC001034-DVC001035				WA
333	Email from Robert Ramirez to DVC regarding bill from Central Valley Insulation 2.18.2015	DVC001036-DVC001037				WA
334	Email from West Coast Concrete with Bid attached 02.18.2015	DVC001038-DVC001042				WA
335	Email from West Coast Concrete to DVC regarding bid 2.26.2015	DVC001043-DVC001048				WA
336	Email from Robert Ramirez to DVC regarding bill from Central Valley Insulation 2.18.2015	DVC001049-DVC001050				WA
337	Email from Sunrise Service to DVC with proposal for Inose residence attached 09.18.2014	DVC001051-DVC001056				WA
338	Email from DVC with contract documents sent to Sunrise Service Inc. 10.23.2014	DVC001057-DVC001070				WA
339	Email Chain between DVC and Sunrise Services regarding approval to close up walls. 12.22.2014	DVC001071-DVC001072				WA
340	Email from Will Roberts to Daniel Merritt regarding plumbing extras 12.24.2014	DVC001073-DVC001074				WA
341	Email from Sunrise Service to DVC regarding Plumbing Fixture. 2.03.2015	DVC001075-DVC001076				WA
342	Email from Sunrise Services to DVC regarding change in scope of work with attachment 10.08.2015	DVC001077-DVC001078				WA
343	Email from Sunrise Services to DVC regarding payment for 10.08.2015 proposal 10.13.2015	DVC001079-DVC001080				WA
344	Email from Eagle Sentry to DVC regarding Contract Documents 10.09.2014	DVC001081-DVC001099				WA
345	Email from Eagle Sentry to DVC regarding attached invoice, and business license. 11.25.2014	DVC001100-DVC001105				WA
346	Email from DVC to Eagle Sentry regarding Approval of proposal 11.25.2014	DVC001106-DVC001115				WA
347	Email from Eagle Sentry to DVC regarding installing TV's 09.10.2015	DVC001116				WA
348	Email from Eagle Sentry to DVC regarding Change Orders 10.21.2015	DVC001117-DVC001121				WA
349	Emails from Daniel Merritt to Diana Cerda regarding Electrical Plans and DHE. 09.16.2014	DVC001122-DVC001127				WA
350	Email from DVC to Desert Home Electric (DHE) regarding approved Proposal 10.09.2014	DVC001128-DVC001129				WA
351	Email from DVC to DHE regarding Change Order 10.16.2014	DVC001130	✓	✓	✓	WA

Slip. offered

Admitted

352	Email from DVC to Robert Ramirez regarding Low Voltage testing completion 12.11.2014	DVC001131-DVC001132	✓	4/8/19		4/8/19	WA
353	Email from DVC to DHE regarding Electrical for Wine Cellar 12.30.2014	DVC001133-DVC001139					WA
354	Email Chain between DHE and DVC regarding payment 1.23.2015	DVC001140-DVC001141					WA
355	Email Chain between DHE and DVC regarding payment, with attachments 2.12.2015	DVC001142-DVC001143					WA
356	Email Chain between DHE and DVC regarding payment with invoice 2.18.2015	DVC001144-DVC001149					WA
357	Email Chain between DHE and DVC regarding payment with invoice 2.18.2015	DVC001150-DVC001154					WA
358	Email Chain between DHE and DVC regarding payment with invoice 2.18.2015	DVC001155-DVC001160					WA
359	Email from DVC to DHE regarding payment for Change Order, with attachment 7.09.2015	DVC001161-DVC001162					WA
360	Email Change from DHE to DVC regarding Job Site Meeting 07.17.2015	DVC001163					WA
361	Email Chain between DHE and DVC regarding Change Order requested by Rob. 10.06.2015	DVC001164					WA
362	Email Chain between DHE and DVC with attachment regarding Change Order requested by Rob. 10.06.2015	DVC001165-1167					WA
363	Email Chain between DHC and DVC regarding Change Orders and payment 10.20.2015	DVC001168-DVC001172					WA
364	Email from DHE to DVC regarding Three Purchase Order requests 10.13.2015.	DVC001173-DVC001178					WA
365	Email from DHE to DVC regarding Open Change Orders 10.21.2015	DVC001179-DVC001190					WA
366	Email from DHE to DVC regarding payment with Change Orders attached 11.04.2015	DVC001191-DVC001203					WA
367	Email from Robert Ramirez to DVC regarding Elevator repairs with invoice attached. 10.05.2015	DVC001204-DVC1207					WA
368	Email from Hybar to DVC regarding Inose Change Order 4.22.2015	DVC001208-DVC001209					WA
369	Email from Hybar to DVC regarding Invoice for Change Order 5.06.2015	DVC001210-DVC001211					WA
370	Email from Hybar to DVC regarding signed Change Order 7.09.2015	DVC001212-DVC001213					WA
371	Email from Eugene Inose to DVC regarding Driveway repair 3.27.2015	DVC001214					WA
372	Email from Eugene Inose to DVC regarding damages and invoice 5.04.2015	DVC001215-DVC001217					WA
373	Email follow up regarding damages and invoice 5.04.2015	DVC001218-DVC001219					WA
374	Email chain between DVC and Eugene Inose regarding material order 05.04.2015	DVC001220-DVC001221					WA
375	Email from Eugene Inose to DVC regarding update from DCV re Atresia Cabinets, ESP Planning, and Tuscany 05.07.2015	DVC001222-DVC001224					WA
376	Email from Eugene Inose to Robert Ramirez regarding perceived issues 05.09.2015	DVC001225-DVC001226					WA
377	Email from Eugene Inose to DVC; Tina Dyba regarding slab selection 7.29.2015	DVC001227-DVC001228					WA
378	Email from Eugene Inose to DVC; Summerlin tile and stone regarding slab placement with attachment 7.29.2015	DVC001229-DVC001237					WA
379	Email from Eugene Inose to Summerlin Tile and Stone; DVC; and Tina Dyba regarding slabs. 7.30.2015	DVC001238-DVC001240					WA
380	Email Chain between Eugene Inose and DVC items to be completed 09.03.2015	DVC001241-DVC001243	✓	✓		✓	WA

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381	Email from Eugene Inose to Desert Home Electric Punchlist items 09.10.2015	DVC001244	✓	4/8/19		4/8/19	WA
382	Email from Eugene Inose to DVC regarding damaged faucet. 10.09.2015	DVC001245					WA
383	Email from Eugene Inose to DVC regarding Electric Steamer 10.09.2015	DVC001246					WA
384	Email from Eugene Inose to DVC regarding faucet quote, Electric Steamer and Microwave. 10.12.2015	DVC001247-DVC001249					WA
385	Email change between DVC and Eugene Inose regarding status of project 10.13.2015	DVC001250-DVC001252					WA
386	Email Chain between DVC and Eugene Inose regarding outstanding contracts 10.13.2015	DVC001253-DVC001254					WA
387	Email from Eugene Inose to DVC regarding appliances 10.14.2015	DVC001255					WA
388	Email from Daniel Merritt to DVC; Rob Ramirez, regarding 12.11.2015 correspondence with Eugene Inose. 12.12.2014	DVC001256-DVC001258					WA
389	Email From Daniel Merritt to Diane Cerda regarding chandeliers with photo attached. 12.17.2014	DVC001259-DVC1261					WA
390	Email from Daniel Merritt to Brian Lynch regarding voltage testing and extension for Rob Ramirez 12.18.2014	DVC001262-DVC001263					WA
391	Email from Daniel Merritt to DVC regarding invoice corrections 01.15.2015	DVC001264					WA
392	Email from Daniel Merritt to DVC regarding change in Project Manager 02.10.2015	DVC001265					WA
393	Email from Daniel Merritt to Eugene Inose regarding driveway repair. 03.27.2015	DVC001266-DVC001267					WA
394	Email from Daniel Merritt to Eugene Inose regarding follow-up to driveway repair. 03.27.2015	DVC001268-DVC001269					WA
395	Email from Daniel Merritt to Robert Ramirez regarding flooring 05.06.2015	DVC001270					WA
396	Email from Daniel Merritt to Eugene Inose; Robert Ramirez; and DVC regarding Robert Ramirez's time and change order from Diva. 05.12.2015	DVC001271					WA
397	Email from Daniel Merritt to Dennis Zachary regarding follow-up of to do items. 05.15.2015	DVC001272					WA
398	Email from Daniel Merritt to Rachelle Elliston regarding to do's at Inose project. 07.14.2015	DVC001273					WA
399	Email from Daniel Merritt to Eugene Inose regarding grout 07.16.2016	DVC001274-DVC001276					WA
400	Email from Daniel Merritt to various subcontractors regarding Job Site meeting 7.16.2015	DVC001277					WA
401	Email from Daniel Merritt to Eugene Inose regarding change orders, upgrades, limits of insurance, with attachments. 08.25.2015	DVC001278-DVC001289					WA
402	Chain email between Daniel Merritt; Eagle Sentry; Robert Ramirez, regarding change orders. 10.05.2015	DVC001290-DVC001295	✓	✓		✓	WA

JOINT TRIAL EXHIBITS (BINDER 5)

Plaintiff's Exhibits 403 to 471

Exh ibit No.	Description	Bates No.	STP	Date Offered	OBJ	Date Admitted	
403	Email from Daniel Merritt to Rachelle Eliston regarding wallpaper. 10.13.2015	DVC001296	✓	4/8/19		4/8/19	WA
404.	Email from Daniel Merritt to Dennis Zachary regarding unpaid upgrades and opinion of future of project. 10.13.2015	DVC001297- DVC001299					WA
405.	Email from Daniel Merritt to Rob Ramirez; Eugene Inose and various subcontractors. 10.13.2015	DVC001300- DVC001302					WA
406.	Email from Diana Cerda to Various Subcontractors regarding Document requests 10.20.2014	DVC001303- DVC001304					WA
407.	Email from Will Robert to Robert Ramirez; DVC regarding light switches. 11.17.2014	DVC001305- DVC001318					WA
408.	Email from Will Robert to Robert Ramirez; DVC regarding action items 11.18.2014	DVC001319					WA
409.	Email chain between DVC and Robert Ramirez regarding damage caused by Sunrise 11.20.2014	DVC001320- DVC001322					WA
410.	Email from Will Robert to DVC regarding Light Fixtures 12.01.2014	DVC001323- DVC001325					WA
411.	Email from Will Robert to Rob Ramirez; DVC regarding Insulation and low voltage testing. 12.12.2014	DVC001326					WA
412.	Email from Will Robert to Robert Ramirez regarding Bathroom Policy 12.18.2014	DVC001327- DVC001329					WA
413.	Email from Will Robert to Jill Weiner; DVC regarding status of Inose residence. 12.18.2014	DVC001330					WA
414.	Home Depot Email Confirmation 7.29.2015	DVC001331- DVC001333					WA
415.	Email from Rachelle Elliston to self re job notes 08.26.2015	DVC001334					WA
416.	Email from Robert Ramirez to DVC regarding updates 9.19.2014	DVC001335					WA
417.	Email from Robert Ramirez to DVC regarding Inose update 9.22.2014	DVC001336					WA
418.	Email from Robert Ramirez to DVC regarding checks 10.02.2014	DVC001337					WA
419.	Email from Robert Ramirez to DVC regarding Inose Update 10.10.2014	DVC001338					WA
420.	Email from Robert Ramirez to DVC regarding DVC Application 10.21.2014	DVC001339- DVC001343					WA
421.	Email from Robert Ramirez to DVC regarding corrected time cards. 10.22.2014	DVC001344- DVC001354					WA
422.	Email from Robert Ramirez to DVC regarding hours. 10.23.2014	DVC001355- DVC001356					WA
423.	Email to Robert Ramirez to DVC regarding time card issues 10.29.2014.	DVC001357- DVC001370					WA
424.	Email from Robert Ramirez to DVC regarding signed subcontractor agreements. 11.05.2014	DVC001371- DVC001372					WA
425.	Email to Robert Ramirez to DVC regarding subcontracts 11.23.2014	DVC001373					WA
426.	Email from Robert Ramirez to DVC regarding Plumbing Fixture 01.26.2015	DVC001374- DVC001375					WA
427.	Email from Robert Ramirez to DVC regarding timesheets 3.04.2015	DVC001376- DVC001377					WA
428.	Email from Robert Ramirez to DVC regarding timesheets 2.26.2015	DVC001378- DVC001379					WA
429.	Email from Robert Ramirez to DVC regarding On-Site Meeting 03.05.2015	DVC001380					WA
430.	Email from Robert Ramirez to DVC regarding timesheets 3.19.2015	DVC001381- DVC001382	▽	▽		▽	WA

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431.	Email from Robert Ramirez to DVC regarding Paint selection 03.27.2015	DVC001383	✓	4/8/19	4/8/19	WA
432.	Email from Robert Ramirez to DVC regarding Specifications for Electric Mirrors 04.21.2015	DVC001384-DVC001386				WA
433.	Email Chain between Robert Ramirez; DVC; Tina Dyba regarding insurance and mirror bathrooms. 04.29.2015	DVC001387-DVC001393				WA
434.	Email from Robert Ramirez to Tina Dyba regarding mirror measurements 4.29.2015	DVC001394-DVC001396				WA
435.	Email from Robert Ramirez to Tina Dyba; DVC regarding painters. 05.05.2015	DVC001397				WA
436.	Email from Robert Ramirez to DVC re Flooring Encounters estimate 05.06.2015	DVC001398-DVC001399				WA
437.	Email from Robert Ramirez to DVC re Time Card 05.13.2015	DVC001400-DVC001401				WA
438.	Email Chain between Robert Ramirez; DVC; Tina Dyba regarding gym colors. 05.19.2015	DVC001402-DVC001403				WA
439.	Email from Robert Ramirez to DVC re Time Card 05.28.2015	DVC001404-DVC001405				WA
440.	Email Chain between Eugene Inose; DVC; Robert Ramirez regarding elevator and other items at Inose Residence 09.03.2015	DVC001406-DVC001407				WA
441.	Email from Robert Ramirez to DVC; Eugene Inose regarding remaining to do's at Inose Residence 10.09.2015	DVC001408-DVC001410				WA
442.	Email from Diana DVC; Michael Darling re LWG Consulting 9.22.2014	DVC001411				WA
443.	Email from Diana Cerda to John Machin of JS Held regarding Inose Bids. 9.26.2014	DVC001412-DVC001439				WA
444.	Email from Diana Cerda to Brian Lynch; John Machin; and Robert Ramirez regarding Invoice. 10.02.2014	DVC001440-DVC001441				WA
445.	Email Chain between Diana Cerda; Nick Jannetto; Brian Lynch; regarding revised proposal 10.30.2014	DVC001442-DVC001444				WA
446.	Email from Diana Cerda; DVC; Nick Jannetto; Brian Lynch; regarding revising bids 11.11.2014	DVC001445-DVC001447				WA
447.	Email from Will Robert to Nick Jannetto regarding review of Bids. 11.17.2014	DVC001448-DVC001449				WA
448.	Email from Diana Cerda to Nick Jannetto regarding Sunrise 11.25.2014	DVC001450-DVC001452				WA
449.	Email from Diana Cerda to Brian Lynch regarding Sunrise with correspondence 11.25.2014	DVC001453-DVC001455				WA
450.	Email from Diana Cerda to Brian Lynch regarding revised bids. 11.25.2014	DVC001456-DVC001457				WA
451.	Email from Daniel Merritt to John Machin; Brian Lynch regarding salary for Robert Ramirez with attachment 11.25.2014	DVC001458-DVC001465				WA
452.	Email from Daniel Merritt to John Machin; Brian Lynch regarding supplement for Robert Ramirez. 11.25.2014	DVC001466-DVC001467				WA
453.	Email from Diana Cerda to Nick Jannetto; Brian Lynch; DVC regarding Chandeliers. 12.01.2014	DVC001468-DVC001473				WA
454.	Email Chain between DVC; Brian Lynch; regarding supplemental time for Robert Ramirez with invoice.	DVC001474-DVC001477				WA
455.	Email from Daniel Merritt to Brian Lynch; John Machin; regarding Final Bid 01.12.2015	DVC001478-DVC001556				WA
456.	Email from John Machin to Daniel Merritt regarding bid. 01.19.2015	DVC001557-DVC001559				WA
457.	Email from Diana Cerda to Rachelle Eliston regarding site meeting 02.26.2015	DVC001560				WA
458.	Email from Brian Lynch to Rachelle Eliston regarding site meeting. 03.04.2015	DVC001561				WA
459.	Email from John Machin to Rachelle Elison regarding site meeting 03.04.2015	DVC001562-DVC001563				WA
460.	Email from Brian Lynch to Rachelle Eliston regarding site meeting 03.05.2015	DVC001564-DVC001565	✓	✓	✓	WA

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461.	Email from Daniel Merritt to Brian Lynch regarding Driveway Bid 03.26.2015	DVC001566-DVC001567	✓	4/8/19		4/8/19	WA
462.	Email from Daniel Merritt to Brian Lynch regarding Driveway Bid 03.26.2015	DVC001568-DVC001569					WA
463.	Email from Daniel Merritt to John Machin; Brian Lynch regarding revised bid. 04.15.2015	DVC001570-DVC001571					WA
464.	Email from Daniel Merritt to Brian Lynch regarding Driveway 04.15.2015	DVC001572					WA
465.	Email from Brian Lynch to Daniel Merritt regarding Driveway 04.15.2015	DVC001573-DVC001574					WA
466.	Email from Daniel Merritt to Brian Lynch regarding Tile Bid 04.30.2015	DVC001575-DVC001580					WA
467.	04.27.2015 Bid.	DVC001581-DVC001648					WA
468.	Email from Daniel Merritt to Monica Vaughn(Tuscany Collection) regarding flooring 02.09.2015	DVC001649					WA
469.	Email from Lori Barnett (Tuscany Collection) to DVC regarding Business License; W-9; Insurance; Sales Order. 2.10.2015	DVC001650-DVC001654					WA
470.	Email from DVC to Tuscany collection regarding follow-up on insurance information. 2.10.2015	DVC001655-DVC001657					WA
471.	Email from DVC to Tuscany collection regarding follow-up on insurance information. 2.10.2015	DVC001658-DVC001660	▽	▽		▽	WA

JOINT TRIAL EXHIBITS (BINDER 6)

Plaintiff's Exhibits 472 to 545

Exh ibit No.	Description	Bates No.	STP	Date Offered	OBJ	Date Admitted	
472.	Email from Robert Ramirez to DVC regarding flooring. 2.25.2015	DVC001661	✓	4/8/19		4/8/19	AS
473.	Email from Daniel Merritt to Eugene Inose; Robert Ramirez regarding tile change order. 04.30.2015	DVC001662					AS
474.	Email chain between Eugene Inose; DVC; and Tuscany Collection regarding changing tile order. 05.05.2015	DVC001663- DVC001664					AS
475.	Email chain between Tuscany Collection; DVC; Southgreen Transportation Inc.; Yvette Aguirre; regarding shipment of tiles and issues with U.S. Customs. 05.28.2015	DVC001665- DVC001690					AS
476.	Email from John Bowden with latest information regarding shipment.	DVC001691- DVC001694					AS
477.	Email from Daniel Merritt to Tuscany Collection requesting compensation as a result of delay. 05.29.2015	DVC001695- DVC001696					AS
478.	Email from Daniel Merritt to Tuscany Collection requesting update. 06.01.2015	DVC001697- DVC001698					AS
479.	Email from Tuscany Collection to Daniel Merritt with update. 06.01.2015	DVC001699- DVC001701					AS
480.	Email from Tuscany Collection to Daniel Merritt regarding second container; request for payment 06.02.2015	DVC001702- DVC001704					AS
481.	Email chain between Tuscany Collection and DVC regarding payment and additional slabs on order. 06.02.2015	DVC001705- DVC1709					AS
482.	Email from Tuscany Collection with revised invoice attached. 06.02.2015	DVC001710- DVC001715					AS
483.	Email from Tuscany Collection to DVC regarding payment. 06.08.2015	DVC001716- DVC001721					AS
484.	Email from Tuscany Collection to DVC regarding full payment for invoice 10775B 09.17.2015	DVC001722- DVC1724					AS
485.	Email from Troy Williams (Artesia) to DVC regarding meeting with Tina Dyba and Eugene Inose. 11.26.2014	DVC001725- DVC001726					AS
486.	Email from Artesia to DVC regarding invoice with attachment. 05.12.2015	DVC001727- DVC001732					AS
487.	Email from Daniel Merritt to Artesia regarding change orders and increase in cost. 05.17.2015	DVC001733- DVC001734					AS
488.	Email from Daniel Merritt to Artesia regarding approval for change order and payment. 06.12.2016	DVC001735					AS
489.	Email from Daniel Merritt to DVC regarding Artesia and coordination with DHE. 06.22.2015	DVC001736					AS
490.	Email from Artesia to DVC regarding updated invoices. 07.07.2015	DVC001737- DVC001744					AS
491.	Email from Artesia to DVC regarding updated Invoices follow-up. 07.07.2016	DVC001745- DVC001746					AS
492.	Email Chain between DVC: Eugene Inose; Artesia regarding proposal for theater cabinets; pool bath shelves, with invoice attached. 10.16.2015	DVC001747- DVC001752					AS
493.	Email from DVC to Artesia requesting all open change orders 10.20.2015	DVC001753- DVC001754					AS
494.	Email from Nick Jannetto to DVC regarding Efficient Space Planning's Invoice. 11.13.2014	DVC001755- DVC001757					AS
495.	Email from Efficient Space Planning regarding change order 07.09.2015	DVC001758- DVC001759					AS
496.	Email from Summit Tile to Eugene Inose regarding slab selections. 07.30.2015	DVC001760- DVC001768	✓	✓		✓	AS

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497.	Email from Summit Tile to DVC with invoice attached. 09.21.2015	DVC001769-DVC001770	✓	4/8/19		4/8/19	MS
498.	Email from Summit Tile to DVC with invoice included 06.16.2015	DVC001771-DVC001772					MS
499.	Email from Summit Tile to DVC with invoice 07.07.2015	DVC001773-DVC001774					MS
500.	Fax from Summit Tile to DVC with Invoice 09.21.2015	DVC001775-DVC001777					MS
501.	Email from Summit Tile to DVC with Invoice attached 11.20.2015	DVC001778-DVC001781					MS
502.	Email from Ryan Briggs (Arx) to DVC with repair recommendations for review. 09.23.2014	DVC001782-DVC001786					MS
503.	Email from Ryan Briggs to DVC with revision to repair recommendation. 09.24.2014	DVC001787-DVC001793					MS
504.	Email from DVC to John Machin regarding Arx Report; Electrical Plans. 09.26.2014.	DVC001794-DVC001808					MS
505.	Email from Arx to DVC regarding invoice. 10.02.2014	DVC001809-DVC001812					MS
506.	Email from Arx to DVC regarding invoice and bid. 10.02.2014	DVC001813-DVC001815					MS
507.	Email follow-up from Arx to DVC regarding invoice and bid. 10.02.2014	DVC001816-DVC001819					MS
508.	Email from Arx to DVC regarding final payment waiver and release. 10.16.2014.	DVC001820-DVC001824					MS
509.	Email Chain between Diva Concepts; DVC; Eugene Inose; Robert Ramirez regarding subcontractor agreements. 11.05.2014	DVC001825					MS
510.	Email from Will Roberts to Tina Dyba (Diva Concepts) regarding budget. 11.17.2014	DVC001826					MS
511.	Email from Milene Koblasa at Ferguson regarding Price Quote. 02.23.2015	DVC001827-DVC001832					MS
512.	Email from Daniel Merritt to Tina Dyba regarding Inose meeting. 03.05.2015	DVC001833-DVC001834					MS
513.	Email from Milene Koblasa with revised Price Quote. 03.05.2015	DVC001835-DVC001837					MS
514.	Email from Tina Dyba to DVC; Eugene Inose; Robert Ramirez; Milene Koblasa; regarding quote for plumbing fixtures. 03.09.2015	DVC001838-DVC001840					MS
515.	Email from Tina Dyba to Eugene Inose regarding correction to Price Quote. 03.09.2015	DVC001841-DVC001843					MS
516.	Email from Milene Koblasa to DVC regarding updated Price Quote 03.09.2015	DVC001844-DVC001845					MS
517.	Email from Tina Dyba to Robert Ramirez regarding ordering valves 03.09.2015	DVC001846-DVC001847					MS
518.	Email from Tina Dyba to DVC regarding Action Items and trip to Los Angeles. 03.09.2015	DVC001848-DVC001857					MS
519.	Email from Daniel Merritt to Tina Dyba regarding fabric estimates 03.16.2015	DVC001858-DVC001859					MS
520.	Email from Daniel Merritt to Tina Dyba regarding Contact information for Enservio 03.16.2015	DVC001860-DVC001861					MS
521.	Email Chain between DVC and Tina Dyba regarding Fabric Estimate with attachment. 03.16.2015	DVC001862-DVC001865					MS
522.	Email from Tina Dyba to DVC regarding light fixtures 03.26.2015	DVC001866					MS
523.	Email from DVC to Tina Dyba; Eugene Inose regarding fabric swath and insurance approval. 04.16.2015	DVC001867					MS
524.	Email from Tina Dyba regarding tile layout and color board. 04.21.2015	DVC001868-DVC001904					MS
525.	Email from Tina Dyba to Milene Koblasa regarding Electric Mirrors. 04.22.2015	DVC001905-DVC001909					MS
526.	Email from Tina Dyba to Daniel Merritt regarding custom mirrors 4.23.2015	DVC001910-DVC001915	✓	4/8/19		4/8/19	MS

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527.	Email from Tina Dyba to Rachelle Elliston regarding Inose Fabric Invoice. 04.23.2016	DVC001916-DVC001917	✓	4/8/19		4/8/19	BS
528.	Email from Tina Dyba to Rachelle Elliston regarding invoice corrections 04.24.2015.	DVC001918-DVC001920					BS
529.	Email from Tina Dyba to Rachelle Elliston with additional invoice. 04.24.2015	DVC001921-DVC001922					BS
530.	Email from Daniel Merritt to Rachelle Elliston; Tina Dyba regarding Change Order, insurance approval, and travel expenses. 05.12.2015	DVC001923-DVC001924					BS
531.	Email from Milene Koblasa to Robert Ramirez regarding Faucet selection 05.15.2015	DVC001925-DVC001930					BS
532.	Email from Tina Dyba to Robert Ramirez regarding Wall Covering 05.18.2015	DVC001931					BS
533.	Email from Tina Dyba to DVC; Eugene Inose; Robert Ramirez regarding slab countertops. 06.04.2015	DVC001932-DVC001939					BS
534.	Email from Daniel Merritt to Tina Dyba; Rachelle Elliston; Robert Ramirez regarding tile installation. 06.04.2015	DVC001940-DVC001942					BS
535.	Email from Tina Dyba to Daniel Merritt regarding Bidet for Master Bathroom. 06.25.2015	DVC001943-DVC001945					BS
536.	Email from Tina Dyba to Daniel Merritt regarding wall covering 06.29.2015	DVC001946					BS
537.	Email from Tina Dyba to Daniel Merritt regarding Invoices with attachment 7.07.2015	DVC001947-DVC001951					BS
538.	Email from Tina Dyba to DVC regarding account balance. 07.13.2015	DVC001952-DVC001953					BS
539.	Email from Daniel Merritt to DVC regarding Statement for Diva Interior Concepts 07.13.2015	DVC001954-DVC001955					BS
540.	Email Chain between DVC and Ferguson regarding payment 07.14.2015	DVC001956-DVC001958					BS
541.	Email from Milene Koblasa and DVC regarding receipt of payment 07.20.2015	DVC001959-DVC001960					BS
542.	Email from Melisa Wyatt (Ferguson) to DVC with credit card receipt. 07.22.2015	DVC001961-DVC001963					BS
543.	Email from Tina Dyba to DVC regarding Mirror Specifications 08.05.2015	DVC001964-DVC001968					BS
544.	Email from Milene Koblasa to Rachelle Elliston regarding faucet order. 09.08.2015	DVC001969					BS
545.	Email from Tina Dyba to Rachelle Elliston regarding Inose site meeting. 10.13.2015	DVC001970-DVC001971	▽	▽		▽	BS

JOINT TRIAL EXHIBITS (BINDER 7)

Plaintiff's Exhibits 546-554

Exh ibit No.	Description	Bates No.	STP	Date Offered	OBJ	Date Admitted	
546.	Photos taken by ServePro of Henderson-Date Unknown	DVC001972- DVC002017	✓	4/8/19		4/8/19	PG
547.	Photos taken by ServePro of Henderson-Date Unknown	DVC002018- DVC002067	↓	↓		↓	PG
548.	Photos taken by ServePro of Henderson-Date Unknown	DVC002068- DVC002093	↓	↓		↓	PG
549.	Photos taken by ServePro of Henderson showing water damage-Date Unknown	DVC002094- DVC002128	↓	↓		↓	PG
550.	Photos taken by ServePro of Henderson Date Unknown	DVC002129- DVC002139	↓	↓		↓	PG
551.	Photos taken by ServePro of Henderson Date Unknown	DVC002140- DVC002257	↓	↓		↓	PG
552.	Photos taken by Desert Valley Contracting 08/14/2014	DVC002285- DVC002329	↓	↓		↓	PG
553.	Photos taken by Desert Valley Contracting-water damage. Date Unknown	DVC002330- DVC002399	↓	↓		↓	PG
554.	Photos taken by Desert Valley Contracting. Wine Room. Date Unknown.	DVC002400- DVC002407	↓	↓		↓	PG

JOINT TRIAL EXHIBITS (BINDER 8)

Defendants Exhibits 555 to 600

Exhibit No.	Description	Bates Number	STP	Date Offered	OBJ	Date Admitted
555.	October 15, 2015 letter from IN-LO Parties' Counsel to Plaintiff/Counter-Defendant Desert Valley Contracting Inc.'s Counsel	IN-LO00001-00003	✓	4/8/19		4/8/19
556.	November 12, 2015 letter from Desert Valley's counsel to IN-LO Parties' counsel	IN-LO00004-00007				
557.	November 18, 2015 letter from IN-LO Parties' counsel to Desert Valley's counsel	IN-LO00008-00011				
558.	December 4, 2015 letter from IN-LO Parties' counsel to Desert Valley's counsel	IN-LO00012-00013				
559.	December 8, 2015 letter from IN-LO Parties' counsel to Desert Valley's counsel	IN-LO00014-00021				
560.	Contract between Inose and Desert Valley	IN-LO00022-00023				
561.	City of Henderson Outline Printout regarding C&O for Property	IN-LO00024				
562.	Unconditional Waiver and Release on Progress Payment dated July 2, 2015	IN-LO00025				
563.	Various Unconditional and Conditional Waivers and Releases Upon Final Payments	IN-LO00026-00031				
564.	Progress Payments Made by Inose to Desert Valley	IN-LO00032-00036				
565.	Email correspondence between Inose and Eagle Sentry dated November 16, 2015 re: change orders, with attachments of change orders – Parts redacted for Attorney-Client Privilege	IN-LO00037-00043				
566.	Invoices from Desert Home Electric	IN-LO00044-0058				
567.	Letter from Desert Valley to subcontractors on the House dated November 16, 2015	IN-LO00059				
568.	Email correspondences between Inose and Desert Valley dated November 23 and 24, 2015 re: Inose Numbers p Parts Redacted for Attorney-Client Privilege	IN-LO00060-00066				
569.	Email correspondence between Inose and Desert Valley dated August 25, 2015 re: Change order (not including material for bathroom walls) – Parts Redacted for Attorney-Client Privilege	IN-LO00067-00069				
570.	Email correspondences between Desert Valley and Tina Dyba dated May 13, 2015 re: Countertops	IN-LO00070				
571.	Email correspondence between Inose and Brian Lynch dated June 19, 2015 re: Claim Number 00514151370, with attachments – Parts Redacted for Attorney-Client Privilege	IN-LO00071-00156				
572.	Desert Valley – Preliminary Repair Estimate and Scope of Work for Damages	IN-LO00157-00164				
573.	Documents Regarding Artesia	IN-LO00165-00195				
574.	Documents Regarding ARX Engineering	IN-LO00196-00198				

Ship. offered

Admitted

575.	Documents Regarding Custom Landau	IN- LO00199- 00202	✓	4/8/19		4/8/19	MS
576.	Documents Regarding Desert Home Electric	IN- LO00203- 00277					MS
577.	Documents Regarding Diva Interior Concepts, LLC	IN- LO00278- 00283					MS
578.	Documents Regarding Diversified Protection Systems, Inc.	IN- LO00284- 00311					MS
579.	Documents Regarding Eagle Sentry	IN- LO00312- 00346					MS
580.	Documents Regarding Easy Lift Elevators	IN- LO00347- 00360					MS
581.	Documents Regarding Hy-Bar Windows and Doors	IN- LO00361- 00388					MS
582.	Documents Regarding ProSource	IN-LO 00389- 00390					MS
583.	Documents Regarding Summit Tile and Stone, LLC	IN- LO00391- 00406					MS
584.	Documents Regarding Sunrise Service, Inc.	IN- LO00407- 00418					MS
585.	Payments to Desert Valley regarding the subject property - Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00419- 00425					MS
586.	Payments to Summit Tile & Stone regarding the subject property - Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00426- 00429					MS
587.	Payments to Hybar regarding the subject property - Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00430- 00431					MS
588.	Payments to Artesia regarding the subject property- Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00432- 00434					MS
589.	Payments to Desert Home Electric regarding the subject property- Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00435- 00438					MS
590.	Payment to ESP regarding the subject property-Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00439					MS
591.	Payment to Custom Landau regarding the subject property- Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00440					MS
592.	Payment to West Coast Concrete regarding the subject property- Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00441					MS
593.	Payment to Eagle Sentry regarding the subject property-Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00442					MS
594.	Payment to Furniture Medic regarding the subject property- Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00443					MS
595.	Payments to Sunrise Service Regarding the subject property Confidential Account Numbers were Redacted from these Disclosures	IN- LO00444- 00445					MS
596.	Email Communication dated August 8, 2014 regarding Condo Option #2	IN- LO00446 -- 00450					MS
597.	Email communication dated August 22, 2014 regarding Additional Demo Plan	IN- LO00451 -- 00466	▽	▽		▽	MS

Ship. Offered Admitted

598.	Email communication dated September 15, 2014 regarding Art Restoration	IN- LO00467 -- 00468	✓	4/8/19		4/8/19	RS
599.	Email communication dated March 13, 2015 regarding catching up & receipt of paperwork	IN- LO00469 -- 00471	↓	↓		↓	RS
600.	Email communication dated August 19, 2014 regarding check to ServPro for \$20,00	IN- LO00472 -- 00483	↓	↓		↓	RS

JOINT TRIAL EXHIBITS (BINDER 9)

Defendants Exhibits 601 to 634

Ex hib it No.	Description	Bates Number	STP	Date Offered	OBJ	Date Admitted	
601.	Email communication dated June 19, 2015 regarding Claim number	IN- LO00484 - 00571	✓	4/8/19		4/8/19	RB
602.	Email communication dated October 15, 2014 regarding Claim number 00514151370	IN- LO00572 - 00625					RB
603.	Email communication dated September 27, 2014 regarding Claim Number 00514151370 Mactotech Reinspection Report	IN- LO00626 - 00629					RB
604.	Email communicated dated September 2, 2014 regarding claim Number 00514151370 Plumbing Supply Lines and Leak Detection System	IN- LO00630 - 00631					RB
605.	Email communication dated January 9, 2015 regarding Claim Number 00514151370 Update	IN- LO00632 - 00639					RB
606.	Email communication dated November 8, 2014 regarding Claim Number 00514151370	IN- LO00640 - 00642					RB
607.	Email communication dated April 21, 2015 regarding Contents Package Inose Project Response 2	IN- LO00643 - 00649					RB
608.	Email communication dated October 22, 2014 regarding Desert Valley progress payment	IN- LO00650 - 00653					RB
609.	Email communication dated April 29, 2015 regarding Follow up on contests with Inservio	IN- LO00654 - 00655					RB
610.	Email communication dated February 11, 2015 regarding Formal Dining room receipt	IN- LO00656 - 00661					RB
611.	Email communication dated October 7, 2014 regarding Forwarding over the protocol for the Inose residence	IN- LO00662 - 00668					RB
612.	Email communication dated June 4, 2014 regarding Inose - Post Remediation Verification	IN- LO00669 - 00693					RB
613.	Email communication dated September 27, 2014 regarding Inose Update	IN- LO00694 - 697					RB
614.	Email communication dated September 22, 2014 regarding Inose updates	IN- LO00698 - 704					RB
615.	Email communications dated May 5, 2015 regarding Tile Bid	IN- LO00705 - 00707					RB
616.	Email communications dated May 4, 2015 regarding Inose Update	IN- LO00708 - 00710					RB
617.	Email communications dated May 11, 2015 regarding Meeting at Property	IN- LO00711 - 00716					RB
618.	Email communications dated May 12, 2015 regarding Rob Ramirez time	IN- LO00717 - 00718					RB
619.	Email communicated dated September 17, 2014 regarding Saint Croix water bill	IN- LO00719 - 00721	✓	▽		▽	RB

Stip. Offered Admitted

620.	Email communication dated September 17, 2014 regarding updated	IN- LO00722 - 00726	✓	4/8/19		4/8/19	h3
621.	Documents related to Artestia	IN- LO00727 - 00744					h3
622.	Agreement dated December 14, 2015 between INLO Properties and Chad Forbush	IN- LO00745 - 00748					h3
623.	Documents related to Desert Home Electric	IN- LO00749 - 00772					h3
624.	Documents related to Eagle Sentry	IN- LO00773 - 00797					h3
625.	Insurance related documents	IN- LO00798 - 00800					h3
626.	Invoices related to Green Clean	IN- LO00801 - 00803					h3
627.	Hy Bar Windows and Doors	IN- LO00804 - 00818					h3
628.	Firemans Fund documents	IN- LO00819 - 00827					h3
629.	Documents related to Jeff Gallegos	IN- LO00828 - 00831					h3
630.	Invoices related to Summit Tile & Stone	IN- LO00832 - 00850					h3
631.	Invoices related to Sunrise Services	IN- LO00851 - 00859					h3
632.	Payments to Sunrise Service regarding the subject property- Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00860- 00861					h3
633.	Credit Card Payments to Various Subcontractors and Suppliers regarding the subject property-Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00862- 00869					h3
634.	Check Payments to Various Subcontractors and Suppliers regarding the subject property-Confidential Bank Account Numbers were Redacted from these Disclosures	IN- LO00870- 00898	✓	✓		✓	h3



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

CARRIE E. HURTIK, ESQ.
6767 W. TROPICANA AVE., #200
LAS VEGAS, NV 89103

DATE: August 6, 2021
CASE: A-16-734351-C

RE CASE: DESERT VALLEY CONTRACTING, INC. vs. IN-LO PROPERTIES

NOTICE OF APPEAL FILED: August 4, 2021

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 District Court.*
- ☒ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

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.

*****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; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; AMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW FOLLOWING REMAND; NOTICE OF ENTRY OF AMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW FOLLOWING REMAND; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

DESERT VALLEY CONTRACTING, INC.,

Plaintiff(s),

vs.

IN-LO PROPERTIES,

Defendant(s),

Case No: A-16-734351-C

Dept No: XV

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 6 day of August 2021.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk