

APN# \_\_\_\_\_

**Recording Requested by:**

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KAREN ELLISON, RECORDER

( for Recorder's use only )

Amended Finding of Fact, Conclusions of Law and Judgment  
**( Title of Document )**

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

(State specific law)

Signature

Attorney  
Title

Stephen H. Osborne  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

1 CODE: 3370

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

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WYMAN DEVELOPMENT CORPORATION,

Case No. CV13-02450

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Dept. No. 9

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Plaintiff,

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vs.

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CREATIVE WOOD IMAGES,

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Defendants.

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ALL RELATED MATTERS

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AMENDED FINDING OF FACT, CONCLUSIONS OF LAW AND JUDGMENT

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On March 12, 2015, this Court entered a *Finding of Fact, Conclusion of Law and Judgment* in the above captioned case. The following *Amended Finding of Fact, Conclusions of Law and Judgment* corrects a typographical error.

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This matter having come on regularly for a bench trial on January 12, 2015, through January 14, 2015, the Honorable Scott Freeman, presiding. STEPHEN H. OSBORNE, ESQ. of LAW OFFICE OF STEPHEN H. OSBORNE, LTD., appearing for the Defendants and Counter-claimants, and JEFF SPENCER, ESQ. of the LAW OFFICES OF MICHAEL B. SPRINGER, PC appearing for the Plaintiffs and Counter-defendants. The Court having considered the pleadings on file in this case, the evidence offered by all parties at trial, and the arguments of counsel, this Court finds, concludes and enters Judgment as follows:

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1 I. FINDINGS OF FACT

- 2 1. Around April 20, 2010, Wyman Development Corporation ("WYMAN") entered into a  
3 contract with CREATIVE WOOD IMAGES, INC., ("CWI") for kitchen cabinetry, a floating  
4 bathroom vanity, and two interior barn doors for \$38,750.00.
- 5 2. Pursuant to the contract, Wyman paid the initial payment of \$22,375.00 on April 16, 2010,  
6 and the second payment of \$8,187.50 on October 6, 2010.
- 7 3. Wyman, through their project manager, also requested that CWI would do additional work at  
8 the Ledbetter Residence, including (1) Change the kitchen cabinets to center the cabinets  
9 under the window, (2) Cut and modify the Stereo Cabinet for wiring change, (3) Order and  
10 pay for 4 shocks for the main house kitchen cabinet, and (4) Touch up and repaint damage to  
11 kitchen cabinetry caused by other trades. CWI provided verbal estimates for the cost of this  
12 additional work and was instructed by Wyman to do this additional work. CWI had worked  
13 with WYMAN on previous houses and was paid after providing estimates and invoices.
- 14 4. On October 8, 2010, Ray Sbriglia of CWI hand delivered Invoice 003 and Invoice 006 to  
15 Wyman at the Ledbetter Residence. CWI also faxed Invoice 003 and 006 to Wyman. Invoice  
16 003 indicated that CWI's work was complete and the final \$8,187.50 was owed. Invoice 006  
17 was for the additional work completed by CWI as part of the contract with Wyman and  
18 amounted to \$3,733.00.
- 19 5. Wyman has failed to pay CWI the third payment of \$8,187.50 that was due pursuant to the  
20 initial contract as of November 8, 2010.
- 21 6. CWI completed the additional work listed in Invoice 006, but Wyman also failed to pay CWI  
22 the \$3,733.00 for the additional work listed in Invoice 006 that was due pursuant to the initial  
23 contract as of November 8, 2010.
- 24 7. Pursuant to the contract, Wyman owes interest on \$11,920.50 of unpaid balances at the rate  
25 of eighteen percent (18%) annually since November 8, 2010, which amounts to  
26 \$2,145.69/year or \$178.81/month.
- 27 8. Pursuant to the contract, the prevailing party is entitled to all of its attorney's fees and costs  
28 of suit.
9. WYMAN had numerous disputes with the Ledbetters. WYMAN and the Ledbetters "agreed  
to submit the Dispute to the Neutral Experts to evaluate the construction repairs of the  
Owner's Zephyr Cove, NV residence." Part of the binding arbitration agreement between

- 1 WYMAN and the Ledbetters was to settle any and all alleged defects resulting from the  
2 construction repairs of Wyman's 2009 Construction Agreement with the Ledbetters.
- 3 10. CWI was not part of this final binding arbitration agreement, was never given any notice of  
4 any alleged defects, and wasn't given any opportunity to repair any alleged defects.
- 5 11. On November 14, 2013, WYMAN filed a complaint against CWI alleging faulty and  
6 defective work, failing to indemnify and defend WYMAN. This was the first time CWI was  
7 ever notified of any alleged defective work.
- 8 12. CWI was required to retain counsel to defend this action and recover the unpaid balances of  
9 \$11,920.50 owed to them and to prosecute this action.
- 10 13. During this lawsuit, WYMAN changed their name, so Wyman Development Corporation is  
11 now known as Tahoe Timbers & Millworks. Tahoe Timbers & Millworks stipulated that they  
12 would be responsible for any judgment against Wyman Development Corporation.
- 13 14. Based on the evidence submitted, the Court finds that all the work performed by CWI was  
14 performed in a workmanlike manner, without any defects and without any problems. The  
15 Ledbetters had no problem with the work of CWI and appreciated the work of CWI.
- 16 15. Based on the evidence submitted, the Court finds that CWI is entitled to the full contract  
17 amount, the full amount of the extras, and interest on the final payment of \$8,187.50 and the  
18 extras of \$3,733.00 pursuant to the contract.
- 19 16. Based on the evidence submitted, the Court finds for CWI on WYMAN's Claims for Implied  
20 Indemnity, Equitable Indemnity, Express Indemnity, and Declaratory Relief. WYMAN will  
21 take nothing by way of their Complaint.
- 22 17. CWI is the prevailing party in this matter.

21 II. CONCLUSIONS OF LAW

- 22 1. WYMAN had a contract with CWI for kitchen cabinetry, a floating bathroom vanity, and two  
23 interior barn doors for \$38,750.00.
- 24 2. WYMAN breached the contract by failing to pay the final payment of \$8,187.50 that was due  
25 to CWI by November 8, 2010.
- 26 3. CWI has met its burden of proof regarding its claim for breach of contract and is entitled to  
27 damages in the amount of \$8,187.50.
- 28 4. CWI is entitled to damages for Invoice 006 for Extras in the amount of \$3,733.00 on a  
quantum meruit basis. CWI is entitled to the reasonable value of their materials and services

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for this work which amounts to \$3,733.00. The work in Invoice 006 was performed pursuant to the contract.

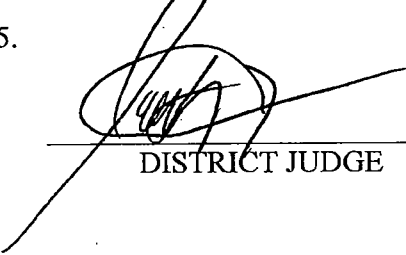
- 5. CWI has met its burden of proof regarding its claims for quantum meruit and is entitled to damages of \$3,733.00.
- 6. CWI did not meet its burden of proof regarding its claim for fraud.
- 7. WYMAN did not meet its burden of proof on its claims for Implied Indemnity, Equitable Indemnity, Express Indemnity, and Declaratory Relief. WYMAN will take nothing by way of their Complaint.
- 8. Wyman Development Corporation is now known as Tahoe Timbers & Millworks.
- 9. CWI is the prevailing party in this matter.
- 10. CWI is entitled to interest pursuant to their contract at 18% annually since November 8, 2010, which amounts to \$178.81/month and \$2,145.69/year.
- 11. CWI is entitled to its attorney's fees in the sum of **\$71,010.00**.
- 12. CWI is entitled to its taxable costs in the sum of **\$3,368.64**.
- 13. CWI is entitled to post judgment interest at the statutory rate on the entire Judgment, including attorney's fees, costs and contract interest.

III. JUDGMENT

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

- 1. Creative Wood Images, Inc., shall have Judgment on its claims for breach of contract and quantum meruit in the sum of **\$11,920.50**.
- 2. Creative Wood Images, Inc., shall have Judgment against Wyman Development Corporation, now known as, Tahoe Timbers & Millworks in the sum of **\$11,920.50**; plus contract interest of eighteen percent (18%) since November 8, 2010 until the date the Judgment is signed below, in the sum of **\$11,920.50** plus attorney's fees in the sum of **\$71,010.00**, plus costs in the amount of **\$3,368.64**, for a total judgment of **\$86,299.14**.

DATED: This 17 day of March, 2015.



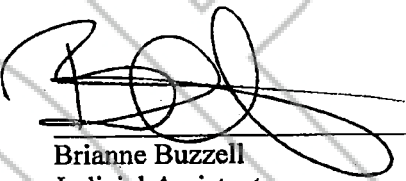
\_\_\_\_\_  
DISTRICT JUDGE

1 CERTIFICATE OF MAILING

2 Pursuant to NRCPC 5(b), I certify that I am an employee of the Second Judicial District  
3 Court of the State of Nevada, County of Washoe; that on this \_\_\_\_ day  
4 of \_\_\_\_\_, 2015, I deposited in the County mailing system for postage and  
5 mailing with the United States Postal Service in Reno, Nevada, a true copy of the attached  
6 document addressed to:

7  
8 Further, I certify that on the 17<sup>th</sup> day of March, 2015, I  
9 electronically filed the foregoing with the Clerk of the Court electronic filing system, which  
10 will send notice of electronic filing to the following:

11 LISA WILTSHIRE, ESQ. for MRB HOLDINGS CORPORATION et al  
12 LEIGH GODDARD, ESQ. for MRB HOLDINGS CORPORATION et al  
13 CLAYTON BRUST, ESQ. for GOLDEN GATE PETROLEUM OF NEVADA, LLC

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16 \_\_\_\_\_  
17 Brianne Buzzell  
18 Judicial Assistant  
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COPY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DATE: 09-17-2015  
JACQUELINE BRYANT, Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada.

By [Signature] Deputy