

**MINUTES OF THE SUBCOMMITTEE OF THE  
SENATE COMMITTEE ON JUDICIARY**

**Seventy-fifth Session  
March 30, 2009**

The subcommittee of the Senate Committee on Judiciary was called to order by Chair Terry Care at 12:48 p.m. on Monday, March 30, 2009, in Room 2149 of the Legislative Building, Carson City, Nevada. The meeting was videoconferenced to the Grant Sawyer State Office Building, Room 4412, 555 East Washington Avenue, Las Vegas, Nevada. [Exhibit A](#) is the Agenda. [Exhibit B](#) is the Attendance Roster. All exhibits are available and on file in the Research Library of the Legislative Counsel Bureau.

**SUBCOMMITTEE MEMBERS PRESENT:**

Senator Terry Care, Chair

**STAFF MEMBERS PRESENT:**

Linda J. Eissmann, Committee Policy Analyst  
Bradley A. Wilkinson, Chief Deputy Legislative Counsel  
Judith Anker-Nissen, Committee Secretary

**OTHERS PRESENT:**

Richard L. Peel, Subcontractors Legislative Coalition  
Douglas P. Lea, President, Quality Mechanical Contractors  
Richard W. Lisle, Executive Director, Mechanical Contractors Association, Inc.  
Doug Williams, President, The Plumber, Inc.; Plumbing, Heating and Cooling Contractors of Nevada; Builders and Contractors, Inc., Las Vegas Chapter  
Ken Schultz, Chapter Executive, Sheet Metal and Air Conditioning Contractors National Association of Southern Nevada  
Steven Holloway, Executive Vice President, Associated General Contractors, Las Vegas Chapter; Associated General Contractors, Nevada Chapter  
Michael W. Brimley, Subcontractors Legislative Coalition  
Jeff Westover, National Electrical Contractors Association, Southern Nevada Chapter  
Greg Esposito, Plumbers, Pipefitters and Heating Ventilation Air Conditioning Refrigeration Technicians, Local 525

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Blake Ballard, General Manager, Sahara Air Conditioning and Heating, Inc.;  
President, Southern Nevada Air Conditioning Refrigeration Service  
Contractors Association

Joseph Paller, Sheet Metal Workers' Trust Funds

Arthur White, Road Runner Plumbing

Shawn Butter, President, Butter Plumbing; Plumbing, Heating and Cooling  
Contractors of Nevada; Nevada Board of Plumbing Examiners

Randy Soltero, Government Affairs Political Action Committee, Sheet Metal  
Workers, Local 88

Sherry Vyvyan, Past President, Southern Nevada Air Conditioning Refrigeration  
Service Contractors Association

Brian Kerzetski, Vice President, Universal Plumbing and Heating Company;  
Plumbing, Heating and Cooling Contractors of Nevada

CHAIR CARE:

I will open the hearing on Senate Bill (S.B.) 352. My reason to hold this Subcommittee meeting is because I did not want anybody left out. I cannot speak for other members of the Committee, but *Nevada Revised Statutes* (NRS) 108 can sometimes be esoteric stuff. I want you to know whatever you say today I will share with the other members of the Committee. A transcript is being made so they will also have access.

[SENATE BILL 352](#): Makes various changes to provisions governing mechanics' and materialmen's liens. (BDR 9-866)

RICHARD PEEL (Subcontractors Legislative Coalition):

What we would like to do is go through the other individuals who would like to give testimony and have them tell you their stories and some of the concerns they have. I think it would be important to put that on the record.

We would like to address a few points as well if we have time at the end of those individuals' testimony. One of the good things in having continued this is it looks like the numbers in Las Vegas have dwindled to an extent. We may not have as many in opposition, but nevertheless they did sign up to do so.

DOUGLAS P. LEA (President, Quality Mechanical Contractors):

We are signatory to the Plumbers and Pipefitters, Local 525, and Sheet Metal Workers, Local 88. We employ approximately 800 employees of which 500 are on the MGM Mirage CityCenter project. Last Friday was a difficult day for all of

us involved in the project. The word we had was the job was going to close at noon and lock out at 4 p.m.

CHAIR CARE:

One report by an analyst said if that had happened, the unemployment rate in Nevada would jump a full percentage point. We have an interest in that.

MR. LEA:

They did not state the worst-case situation because they talked about the people on-site. They did not talk about all the people directly affected who are not on the job site. Friday morning, I was producing 500 layoff checks for my employees out at the site, not knowing if they would reach an agreement. It was a tense time.

I am one of the larger subcontractors on the project. I am owed approximately \$40 million. It is important to me that these lien laws stay favorable to the contractors. I want to make sure that I can make my fringe benefits to the unions, pay my employees, vendors and subcontractors, and continue to stay in business.

Half of the \$40 million mentioned above would be considered change work, work the general contractor directed me to do on the job site. I was issued what they call a possible change order, which is a projected change order. We have doubled the dollars on that site on potential change orders. If this legislation passes, it would make it more difficult for me to lien on a job for extra work.

Though not approved by the owner, I have to state that I am directed to do this work by contract to the general contractor. This legislation will put me in a precarious position to get paid in the future.

I heard the group before us speak about fairness, and that is all I ask for. We have good laws right now. I ask this not change. I want to keep the lien laws as written.

CHAIR CARE:

Have you had a chance to see the Associated General Contractors' (AGC) proposed amendments?

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MR. LEA:  
Yes sir.

CHAIR CARE:  
Okay. Your testimony would still be the same?

MR. LEA:  
Yes.

RICHARD W. LISLE (Executive Director, Mechanical Contractors Association, Inc.):  
We employ approximately 3,000 plumbers, pipefitters and welders. We oppose both changes to S.B. 352. We had an understanding in 2003 and 2005, and we would like to give the present statute a chance to work. The financial part of any project is the lifeblood of the industry.

I am also the Chair of the pension fund in southern Nevada for the pipe trades. We cannot stop money, fringe benefits and contributions to our pension funds and our health and welfare programs. This could be devastating to the contractors and their employees. I urge you to oppose this legislation and thank you for your consideration.

CHAIR CARE:  
We have the bill and the proposed amendments from AGC. Then we have the proposed amendments from Mr. Peel, which we have not talked much about. Some of those that step outside the sections in current law are not even addressed in the AGC amendments.

MR. PEEL:  
You are talking about the Assembly Bill (A.B.) 501 proposed amendment that we have presented compared to their S.B. 352. Our proposed amendment would delete S.B. 352 and replace it with A.B. 501.

ASSEMBLY BILL 501: Revises provisions governing mechanics' and materialmen's liens. (BDR 9-1159)

DOUG WILLIAMS (President, The Plumber, Inc.; Plumbing, Heating and Cooling Contractors of Nevada; Builders and Contractors, Inc., Las Vegas Chapter):

I hold a C1 unlimited license in Las Vegas. I am also a native Las Vegas. I am the Chair of the Associated Builders and Contractors of Las Vegas as well as the immediate Past President of the Plumbing, Heating and Cooling Contractors. I also sit on the board of the Nevada Board of Plumbing Examiners. We put out the testing for journeyman plumbing, licensing, master plumbing, that sort of thing.

In the last two and one-half years, I have had three projects go south, meaning they have lost their entire funding. Of these projects, I have had well over \$200,000 in design work yet to be paid. I have approximately \$2.5 million in prefabricated work, work we have done to build these buildings to get them up on time. If these laws were to change, I could not lien these buildings and get paid for any of the work. It would be tough on me. For that reason, I am adamantly opposed to this bill as written.

KEN SCHULTZ (Chapter Executive, Sheet Metal and Air Conditioning Contractors National Association of Southern Nevada):

All 22 Sheet Metal and Air Conditioning Contractors National Association (SMACNA) contractors are opposed to S.B. 352—even with the AGC amendment.

Contractors and subcontractors provide the majority of materials, equipment and labor on each and every project. Does it not make sense their lien rights should be strengthened instead of weakened? That is why we would ask you to not support or approve S.B. 352 as amended.

CHAIR CARE:

Mr. Peel and Mr. Holloway, has case law been handed down in the interim this Committee needs to know about?

MR. PEEL:

Two different things have come into play. One has to do with a 2008 decision called *Lehrer McGovern Bovis v. Bullock Insulation*, 124 \_\_\_, 185 P.3d 1055 (2008), *withdrawn by Lehrer McGovern Bovis v. Bullock Insulation*, 124. \_\_\_, 197 P.3d 1032 (2008).

There is still a disagreement as to what the Nevada Supreme Court's decision stands for. That causes general contractors concern as to whether pay-if-paid clauses are valid in this State. It causes subcontractors concern as to whether they are valid. That is part of the issue, but a bigger issue comes down to these two provisions we have heard about today. One is NRS 108.245, which is the notice of right to lien section. The other is NRS 108.2457, which is the waiver and release section.

As you have heard, the general contractors would like to take away certain rights that we believe exist in favor of subcontractors and strengthen the position that general contractors have. We disagree with that. We have met with AGC the last three months and had numerous meetings. This is not like we came up here and had not talked.

Assembly Bill 501 embodies most of the changes we discussed and agreed to through negotiations. Mr. Holloway can tell you his side of the story.

The subcontractors could not agree to the issues before you today. I believe that answers your question, other than the *Bovis* case. No new case law has come down that would affect the way general contractors and subcontractors do business.

CHAIR CARE:

I have a copy of the opinion. As a disclosure, years ago I represented Bovis, not on any of the lien litigation but personnel matters. That was a long time ago and a different firm, but I make that disclosure.

STEVEN HOLLOWAY (Executive Vice President, Associated General Contractors, Las Vegas Chapter; Associated General Contractors, Nevada Chapter):

The recent *Bovis* decision stated a pay-for-paid clause as unenforceable; it is a matter of public policy. That decision was reversed and rendered less than five months later. As Mr. Peel points out, there is a dispute under what circumstances the Nevada Supreme Court would uphold a pay-for-paid clause as a result of the October *Bovis* decision.

That is not the issue here. That has not affected proposed lien law changes by AGC or the Subcontractors Legislative Coalition.

Mr. Peel is right. We have been involved in negotiations for at least three months. As I understand it, we are down to two issues. One is the unconditional release which you described, and the other is the preliminary notice. Based on a quick cursory review of A.B. 501, I have not had a chance to study the preliminary notice issue. We differ on only a few paragraphs that have to do with the type of notice and knowledge you must have in lieu of receiving a preliminary notice. Our fight is over a codification of the *Fondren v. K/L Complex Ltd.*, 106 Nev. 705, 800 P.2d 719 (1990). As we stated to Mr. Peel at our last and final offer Saturday, we are willing to use his language on the unconditional release if they will use our language on the preliminary notices.

CHAIR CARE:

I would encourage you to keep talking. Meanwhile, we will go ahead and get the other testimony on the record.

MR. PEEL:

Mr. Chair, I would like to have Michael Brimley explain our position to you with respect to those two issues so you have a better understanding of the hiccup.

MICHAEL W. BRIMLEY (Subcontractors Legislative Coalition):

The first issue Mr. Holloway referenced is lien release waivers set forth in statute; there is an unconditional form and a conditional form. The unconditional form purports to release rights absolutely and completely. The goal of AGC is to have those forms enforceable under any circumstance, even if the subcontractor or contractor has not been paid.

The history of this is important to understand. When we first came before you in 2003, the issue was the *Venetian Lien Litigation*, District Court, Clark County Nevada Case No. A397391. I have been part of the *Venetian* lawsuit for approximately ten years, from the very beginning to the very end. We recently tried the last case, *Scott Company of California v. Venetian Casino Resort*, District Court, Clark County, Nevada Case No. A409223. It was a ten-month trial. The real issue that came to the forefront was waivers and releases. The *Venetian* case included a waiver in the contract where the lien claimants allegedly unconditionally waived their claims in the contract.

Secondly, every time these lien claimants submitted their payment applications, they were persuaded with heavy force to sign off on unconditional lien release forms. We had to go into battle where the argument had these lien rights lost

because they waived them in the contract and allegedly waived them in the releases given along the way.

We came before this Committee, and said this is not fair. The other argument was why not fair? Your people signed off on these forms.

These subcontractors on the CityCenter project are owed millions and millions of dollars. If they do not receive the next payment, they shut their doors. When the owner or the general contractor comes to one of the contractors and says, I will not pay you unless you sign this form in this condition, they sign that form in that condition. We had approximately 130 subcontractors on the Venetian project, and every single contractor signed the unconditional release form.

If you say they signed an unconditional release form, therefore they should be completely barred from having a mechanic's lien, what rights do the subcontractors have? In today's world, of every contract we see from a general contractor, over 90 percent have a pay-for-paid clause. The *Bovis* decision raises the question whether those are enforceable. The only remedy a lien claimant has is the lien. If we say to a lien claimant, if you sign this form that says unconditional on it, you have absolutely unconditionally released your lien rights, whether you have received payment or not, we have the *Venetian* case all over again.

We are going backwards. We are doing the exact thing we came here to reverse in 2003 and 2005—forgive me for this—stuffed down a contractor's throat just as easily as the form utilized by the Venetian. Subcontractors are in perilous times with \$40 million owed to one subcontractor, and we have multiple mechanical contractors on the very same project. We cannot afford to have that kind of leverage given to the owner because the owner has an incentive to get a release and not pay, especially if they can preclude a mechanic's lien by getting that release and then not paying.

Take Boyd Martin who testified earlier today. Yes, we need to think about that scenario where an unconditional release comes up the chain. It needs to be addressed but in a better way, a simpler way, that does not involve legislation. You make a phone call, you say Mr. or Mrs. Contractor, have you been paid? They reply, yes, I received payment the other day; thank you very much. You write a quick letter saying this is confirming you have been paid. That unconditional release is enforceable. You get an unconditional release form. The



statute says it is not enforceable until payment is received. That is what it takes versus having unconditional release forms shoved down the contractors' throats.

The second issue is notices of liens. I am sorry to report there are subcontractors who are not rocket scientists; they have not gone to college. We have some of the most intelligent among us. They are some of the brightest people in the world. Other ones are not so bright, and I can guarantee you they do not know what we are doing here today. Case law recognizes because you are going to deal with unsophisticated people, you should treat the lien laws liberally. You should be kind to these people because the purpose is to get them paid.

MR. BRIMLEY:

In the *Fondren* decision, a lien claimant had failed utterly. The case makes no mention of any effort to serve a notice of lien, sometimes referred to as a pre-lien notice. In that case, the Nevada Supreme Court said the owner absolutely knew this work was going on. What good is a pre-lien notice if it is just a perfunctory act? We are going to allow a mechanic's lien even without a pre-lien notice.

When we changed the laws in 2003 and 2005, we did not have discussions about changing the *Fondren* decision. But a few courts have picked up on some of the language inserted. People, attorneys, not us, have made arguments that somehow the language in the 2003 and 2005 amendments modified the *Fondren* decision and made it mandatory for you to serve a pre-lien notice. We now have an issue whether it is mandatory. It is not mandatory. We have sought clarification, but the legislation placed before you now makes a decision on the opposite side. They said it is mandatory for you to give a pre-lien notice, and if you do not, you get a massive penalty. In exchange, we take away your entire lien, even if it is \$40 million, or if you do not give a pre-lien notice to the general contractor, we take away all of your attorney fees.

I regret to tell you this, but we spent over \$6 million in attorney fees on the *Scott* case to win that trial. Can you imagine taking \$6 million away from a lien claimant based on a penalty because they did not serve a pre-lien notice on the general contractor? It does not make sense. The reference was made to a law that says you have to serve the general contractor with a pre-lien notice, but your remedy is to go to the State Contractors' Board. What you heard was that

has not worked. It has not been tried. It has not been important enough for people to go to the State Contractors' Board and see what they would do with it. I do not know of a single circumstance where a general contractor has gone to the State Contractors' Board to see what they would do. This has not been a big issue. To slap a contractor with no attorney fees on a lien action that could go for ten years is an utter penalty that should not be condoned.

We are here to enforce lien rights. Those attorney fees are important for a lien claimant to feel comfortable continuing to spend money to collect the money owed. We are not here to take away lien rights. People need to pay their bills, which is why we are opposed to those two provisions. We negotiated for months and ended up taking things out during the negotiation process. I see those same things put back in the bill before you now.

For example, change orders. Senate Bill 352 before you says you cannot lien for a change order unless the owner approves it or you do not get a response under the stop-work process, which is rare because everybody knows you have to give a response.

We give the owner 100-percent control over signing off on a change order; if they do not, they get the reward of having no liens. Who is ever going to sign off on a change order if the result is you face a lien? If you do not sign off on the change order, you get no liens. There is no logic there. You have change directives on every job.

The Venetian job had a change-directive clause; most contracts do now days. That clause says you will follow my direction. If I tell you to do that work, you do that work that can cost \$20 million. Is somebody telling me we cannot lien for that? That is what this statute says. If someone directs our contractor to do \$20 million worth of work, are we supposed to sit back and say, oh, I guess we get to do that, but we do not get to lien for it? And guess who is directing the work most of the time, the owner. The very entity who receives the benefit of that work is trying to say you cannot lien for it.

You have the "shall" versus "may" issue regarding attorney fees. What if you have a lien claimant who loses its lien rights? It forgot to serve something within 30 days. It forgot to do this; it forgot to do that. As a consequence of a technicality, it loses its lien rights and then it has to pay the owner's attorney fees?

JEFF WESTOVER (National Electrical Contractors Association, Southern Nevada Chapter):

National Electrical Contractors Association (NECA) has approximately 40 members employing 6,000 electricians. If the job site would have shut down on Friday, my contractors would have written checks for 2,100 employees doing electrical business on site. That is not counting their prefabrication yards off site.

This compounds the issue when you have something being taken away from you. When you do fight the battle, you may not get the award you are looking for. I am adamantly opposed to this bill, along with the 40 contractors that I represent.

GREG ESPOSITO (Plumbers, Pipefitters and Heating Ventilation Air Conditioning Refrigeration Technicians, Local 525):

A few weeks ago, I sent notice out to ten of our smaller contractors, not quite mom-and-pop operations but ten employees. I asked them who wanted to take advantage of some advertising Local 525 was looking to do on their behalf. Five of them contacted me and said no because they do not want to start working for people with whom they are not friends and do not have an established relationship. They are afraid of not getting paid. If we make it even harder for these small subcontractors to get paid, how much further would they withdraw and not bid work? In today's market and economy, we want them out there bidding work and trying to win more jobs. To take away their ability to collect would be bad.

BLAKE BALLARD (General Manager, Sahara Air Conditioning and Heating, Inc.; President, Southern Nevada Air Conditioning Refrigeration Service Contractors Association):

In previous Legislative Sessions, AGC testified changes to these laws with regard to liens were fair to all. We were here in 2003 and 2005, and we are back here in 2009 debating the same issues.

Most of these jobs are built on the backs of subcontractors, small businesses. We are out many months before we get to the point in the job where we can begin to bill for our work. To remove our ability to lien for change work when called for in contracts and practically everything we do, to remove our ability to prosecute a lien in the event a technicality is not met would be completely

unfair to contractors and potentially break the back of many, many small businesses and subcontractors. We urge you to not let this pass as written.

JOSEPH PALLER (Sheet Metal Workers' Trust Funds):

I want to thank you for giving me the opportunity to talk about some of the injustices that will occur if S.B. 352 is enacted.

We have not heard from anyone who represents the labor management trust funds that provide the pension, health and welfare benefits to people who work on these jobs.

I am legal counsel to the Sheet Metal Workers' Health and Pension Plans of Southern California, Arizona and Nevada—one of many trust funds actually paid by the work performed by the subcontractors, sheet metal and air conditioning industry.

These trust funds provide pension, health and welfare benefits to thousands of working families and retirees in Nevada, members of Sheet Metal Workers, Local 26, in Carson City and Reno along with members of Sheet Metal Workers, Local 88, in Las Vegas and southern Nevada. These retirement, health and welfare benefits are paid by the contractors through the work they perform on the projects you have been hearing about today, the same projects that would be subject to S.B. 352.

I want to highlight two problems that will affect the trust funds as the result of the passage of S.B. 352. These two problems will jeopardize the trust funds' ability to provide vitally important benefits in this period of the economy in which no one can be certain whether the work will be there tomorrow.

First, as Richard Peel, Doug Lea and others have noted in their testimony this morning, it is quite clear S.B. 352 will dramatically limit the subcontractors' ability to file and recover on mechanics' liens. If the subcontractors are not paid, the trust funds will not be paid. If the trust funds are not paid, the hospital bills of those working on the jobs, the retirement checks people depend on and the hard-working, retired workers who worked in the construction industry for many years will be jeopardized as well. That cannot happen.

Second, the Sheet Metal Workers' Trust Funds will be directly and adversely affected in their own ability to use the lien process. The trust funds stand in the

shoes of the subcontractors trying to recover the health and welfare benefits, when they are trying to get the pension benefits. If a subcontractor cannot recover on a lien for a change order, then neither can the trust funds or the health and welfare plans.

The trust funds do file liens to recover from owners when sheet metal and air conditioning contractors are not paid by a general contractor. This is the trust funds' only protection. Unlike the general contractor, the trust funds have no relationship with the owner and, unlike the subcontractor, they have no direct relationship with the general contractor. Senate Bill 352 casts a cloud over the trust funds' ability to file liens to protect these health and pension benefits.

I cannot emphasize enough that S.B. 352 is bad for the construction industry. It is bad for the subcontractors and the trust funds that provide the health and pension benefits so sorely needed in this time of economic uncertainty.

On behalf of the Sheet Metal Workers' Trust Funds, I urge you to do what you can, Mr. Chair, to oppose and defeat S.B. 352.

CHAIR CARE:

I am looking at your area code, where are you from?

MR. PALLER:

Los Angeles, California.

CHAIR CARE:

Have you had any discussions with any of the gentlemen who have testified today, Mr. Peel or Mr. Holloway?

MR. PALLER:

All of the trust funds welcome the opportunity to get involved in that process.

ARTHUR WHITE (Road Runner Plumbing):

More than 20 to 25 people in Las Vegas who could get away from work today are all strongly opposed to S.B. 352. We would all strongly urge you to make S.B. 352 go away.

CHAIR CARE:

Okay. I mean okay as in thanking you for taking the time to testify here today. That is not a legislative term of art by any means.

SHAWN BUTTER (President, Butter Plumbing; Plumbing, Heating and Cooling Contractors of Nevada; Nevada Board of Plumbing Examiners):

I would like to voice my opinion and the opinion of many others who could not be here and are strongly opposed to S.B. 352. It would be detrimental to all of our businesses, especially in the hard times we are going through right now.

RANDY SOLTERO (Government Affairs Political Action Committee, Sheet Metal Workers, Local 88):

I wanted to yield my time to Mr. Paller, who testified on behalf of the trust funds. The Sheet Metal Workers, Local 88, strongly oppose S.B. 352, including the amendment. For the record, our biggest thing was to have Joe Paller present his evidence to you.

SHERRY VYVYAN (Past President, Southern Nevada Air Conditioning Refrigeration Service Contractors Association):

I am the previous President of Southern Nevada Air Conditioning Refrigeration Service Contractors Association. I have been in charge of a company since 1992 in air conditioning and refrigeration. We are vehemently opposed to S.B. 352 with the amendment. It would rip the guts out of every subcontractor, be it heating, ventilation and air conditioning, plumbing industry or our suppliers. Our suppliers fund many projects by giving us time to pay for the equipment we order.

BRIAN KERZETSKI (Vice President, Universal Plumbing and Heating Company; Plumbing, Heating and Cooling Contractors of Nevada):

I am a member of the board of Plumbing, Heating, Cooling Contractors of Nevada. I was born in Las Vegas and plan to be a resident for many years to come. My father became a contractor in the early 1980s. Because of his honesty, loyalty and hard work, Universal Plumbing has become a stable company, strong enough to make it through stressful times.

My mother and father have gone through difficult financial times in the past but have always paid their bills and met their obligations. Interestingly enough, the general contractors here today as well as the subcontractors hold those same

principles. As Greg Korte indicated with his response to the Aladdin situation, he paid off all of his bills.

There are less honorable owners and higher-tiered contractors in this State who do not wish to meet their obligations. I wish these lien laws were not necessary, but now more than ever, the subcontractors, the little guys, need to be protected from those who are unable or unwilling to pay for what they have received. If anything, these laws need to be strengthened, and I ask for your support in opposing this bill.

CHAIR CARE:

We lost the video feed in Las Vegas. We used to have a lovely, lovely Legislator in this building who is in the Nevada Senate Hall of Fame; former Senator Ann O'Connell had the reputation of allowing everybody to testify on every single bill for however long. I am not trying to get that reputation, but what I wanted to do today is demonstrate to you all that I realize some serious issues here and phenomenal amounts of money at stake.

It is not unusual to take something in NRS 108 and revisit it every session. It is perfectly normal that we would have this discussion. I am encouraged by the fact there are ongoing discussions and would hope you continue.

We have an Assembly bill that may or may not get here. We have a Senate bill that may or may not get there. The mechanics' lien law will be with us for the remainder of the Session. It is imperative you all make life for the 63 of us a little easier if that is possible. If I have to accommodate you with an evening hearing, evening session or weekend session, I will do that. I would prefer not to, but nonetheless I have been through that drill before. Mr. Holloway, you brought the bill forward, is there anything you would like to say in conclusion?

MR. HOLLOWAY:

We recognize the concerns expressed and are willing to sit down and discuss this with Mr. Peel and his group. If we cannot readily come to a compromise or agreement, we will report back to you.

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CHAIR CARE:

Please do. We do have an April 10 deadline in both Houses for bills to come out of the Committee. The Subcommittee is adjourned at 1:32 p.m.

RESPECTFULLY SUBMITTED:

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Judith Anker-Nissen,  
Committee Secretary

APPROVED BY:

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Senator Terry Care, Chair

DATE: \_\_\_\_\_