

1 **\$1425**

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11 Attorneys for Plaintiff B&J Industries, LLC

12  
13 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

14  
15 IN AND FOR THE COUNTY OF WASHOE

16  
17 B&J INDUSTRIES, LLC, a Nevada limited  
18 liability company,

19 Plaintiff,

20 vs.

21 AMERICAN STANDARD EQUIPMENT,  
22 LLC, a Nevada limited liability company; and  
23 DOES 1-10, inclusive,

24 Defendants.

Case No.

Dept. No.

16  
17 **COMPLAINT**

18 Plaintiff B&J Industries, LLC, complains and alleges against Defendants American  
19 Standard Equipment, LLC as follows:

20 **PARTIES**

21 1. B&J Industries, LLC, formerly B&J, Inc., is a Nevada limited liability  
22 company ("B&J Industries") and is authorized to do business in Reno, Nevada.

23 2. Upon information and belief, American Standard Equipment, LLC ("ASE")  
24 is a Nevada limited liability company authorized to do business in the State of Nevada.



## Materials Supplied and Unpaid Invoices

12. As a result of their Customer Application, ASE repeatedly ordered steel materials as needed from B&J.

13. On or about September 30, 2024, B&J Industries submitted a purchase order to ASE for items requested and to be shipped to ASE totaling \$92,350.00. See Exhibit 1, Purchase Order 615 (Navsta Rota).

14. ASE made a payment on October 21, 2024 for this invoice in the amount of \$30,783.33 and a second payment on January 6, 2025 for \$30,783.33.

15. On or about December 23, 2024, B&J Industries sent an invoice to ASE for the remaining balance of \$30,783.33 from Purchase Order 615 with a payment due date of January 22, 2025.

16. On or about September 30, 2024, B&J Industries submitted a purchase order to ASE for items requested and to be shipped to ASE totaling \$92,350.00. See Exhibit 2, Purchase Order 616 (Robins AFB).

17. ASE made a payment on October 21, 2024 for Purchase Order 616 in the amount of \$30,783.33 and failed to make any subsequent payments.

18. On or about December 31, 2024, B&J Industries sent an invoice for the remaining balance of \$61,566.67 from Purchase Order 616 on with a payment due date of January 30, 2025.

19. On or about October 1, 2024, B&J Industries submitted a purchase order to ASE for items requested and to be shipped to ASE totaling \$66,400.00. See Exhibit 3, Purchase Order 617 (Beale).

20. ASE did not make any payments towards Purchase Order 617.

21. On or about December 31, 2024, B&J Industries sent an invoice for the

remaining balance of purchase order 617, totaling \$66,400.00 with a payment due date of January 30, 2025.

22. On or about October 8, 2024, B&J Industries submitted a purchase order to ASE for items requested and to be shipped to ASE totaling \$79,300.00. See Exhibit 4, Purchase Order 619 (Albany).

23. ASE made a payment on October 21, 2024 for Purchase Order 619 in the amount of \$26,433.33 and failed to make any subsequent payment.

24. On or about December 31, 2024, B&J sent an invoice for the remaining balance of Purchase Order 619, totaling \$52,866.67 with a payment due date of January 30, 2025.

## Demand for Unpaid Balance

25. B&J Industries sent a “Final Notice and Demand for Payment” (“Demand”) to ASE on March 13, 2025, demanding payment for Purchase Orders 615, 616, 617, and 619, with a total outstanding balance of \$211,616.67.

26. ASE did not respond to this Demand and failed to cure on or before March 14, 2025, as required in the Demand.

27. B&J Industries, by and through their Nevada counsel, sent another demand letter to ASE on April 16, 2025, with this complaint attached in hopes of reaching an amicable resolution before litigation.

28. To date, ASE has failed to respond to demand for payment and has failed to make any additional payments to its outstanding balance for Purchase Orders 615, 616, 617, and 619.

## FIRST CAUSE OF ACTION

### Breach of Contracts

29. B&J Industries repeats and re-alleges the allegations in the preceding

1 paragraphs as though fully set forth below.

2           30.     The Customer Application, Agreement, and each respective Purchase Order  
3 constitute a valid contract between B&J Industries and ASE.

4           31.     B&J Industries fully and timely performed its obligations under these  
5 agreements by delivering the requested products to ASE.

6           32.     ASE has and continues to refuse to remit payment to B&J Industries.

7           33.     Accordingly, ASE breached the Customer Application, Agreement, and  
8 Purchase Orders 615, 616, 617, and 619 it entered into with B&J Industries as set forth above, and  
9 continues to do so.

10          34.     As a proximate cause of ASE's actions and inactions, B&J Industries has  
11 suffered and continues to suffer damages in excess of \$15,000, the exact amount to be proven at  
12 trial.

13          35.     B&J Industries has been required to retain counsel and to incur costs in the  
14 prosecution of this action and is entitled to an award of reasonable attorneys' fees and costs.

15                   **SECOND CAUSE OF ACTION**  
16                   **Breach of the Covenant of Good Faith and Fair Dealing**

17          36.     B&J Industries repeats and re-alleges the allegations in the preceding paragraphs  
18 as though fully set forth below.

19          37.     B&J Industries and ASE entered into a contractual relationship and agreement  
20 whereby B&J Industries agreed to send steel products to ASE in exchange for ASE's payment of  
21 the purchase prices of each product.

22          38.     Every contract imposes upon the contracting parties a duty of good faith and fair  
23 dealing.

1           39. ASE owed a duty of good faith to B&J Industries and breached that duty by  
2 performing in a matter that was unfaithful to the purpose of the contracts wherein B&J Industries'  
3 justified expectations were denied.

4           40. As a direct and proximate result of ASE's actions and inactions, B&J Industries has  
5 suffered and continues to suffer damages in excess of \$15,000.00, the exact amount to be proven  
6 at trial.

7                                   **THIRD CAUSE OF ACTION**  
8                                   **Declaratory Relief (Against ASE)**

9           41. B&J Industries repeats and re-alleges the allegations in the preceding paragraphs  
10 as though fully set forth below.

11           42. A dispute has arisen between the parties concerning ASE's obligations under the  
12 Customer Application, Agreement, and Purchase Orders 615, 616, 617, and 619 as follows:

- 13                   a. The Customer Application, Agreement, and Purchase Orders are valid and  
14 enforceable contracts;  
15                   b. B&J Industries is entitled to remedies and payments as provided for under the  
16 Customer Application, Agreement, and Purchase Orders..

17           43. B&J Industries therefore requests the Court declare the legal rights and obligations  
18 of the parties, as set forth above, as provided by NRS 30.010.

19                                   **FOURTH CAUSE OF ACTION**  
20                                   **Quantum Meruit/Unjust Enrichment**

21           44. B&J Industries repeats and re-alleges the allegations in the preceding paragraphs  
22 as though fully set forth below.

23           45. B&J Industries conferred a benefit on ASE by, among other things, providing to  
24 ASE the products described in Purchase Orders 615, 616, 617, and 619.

1           46.     B&J Industries did so with the understanding that ASE would remit payment to  
2 B&J Industries for the products sent and delivered to ASE pursuant to these Purchase Orders.

3           47.     ASE knowingly accepted and retained the benefits conferred by B&J Industries,  
4 including the fulfillment of obligations under the Purchase Orders and the products ASE received  
5 as a result. Despite receiving these benefits, ASE made little or no payment in return.

6           48.     As a direct and proximate result of ASE's failure to uphold its agreements to B&J  
7 Industries and failure to compensate B&J Industries for the products that ASE received, B&J  
8 Industries has been and will continue to be harmed and damaged in an amount in excess of  
9 \$15,000.

10          49.     It has been necessary for B&J Industries to retain the services of an attorney to  
11 prosecute this claim against ASE, and B&J Industries is therefore entitled to an award of  
12 reasonable attorney fees and costs.

13           WHEREFORE, B&J Industries prays for the following:

- 14               1.     Damages in excess of \$15,000.00, in an amount to be proven at trial;
- 15               2.     For an award of attorney's fees and costs;
- 16               3.     For an order concerning the parties' rights and obligations under the  
17                      Customer Application, Agreement, and Purchase Orders as follows:
  - 18                           a.   The Customer Application, Agreement, and Purchase Orders are  
19                               valid and enforceable contracts;
  - 20                           b.   B&J Industries is entitled to remedies and payments as provided for  
21                               under the Customer Application, Agreement, and Purchase Orders.
- 22               4.     For such other and further relief as the Court may deem just and proper.

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**AFFIRMATION**

Pursuant to NRS 239B.030, the undersigned affirms this document does not contain the personal information or social security number of any person.

DATED May 13, 2025.

KAEMPFER CROWELL



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Attorneys for Plaintiff B&J Industries, LLC



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**EXHIBIT INDEX**

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