

1 **RPLY**

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16 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

17 BETTY CHAN, et al.

18 Appellants,

19 v.

20 WAYNE WU, et al.

21 Appellees.

Case No: 78666

Dist. Ct. No. A-16-744109-C

**REPLY TO PLAINTIFFS-  
APPELLANTS RESPONSE TO  
ORDER TO SHOW CAUSE  
ENTERED MARCH 9, 2020**

22 COME NOW, Appellees Wayne Wu, Judith Sullivan, Nevada Real Estate Corp., and  
23 Jerrin Chiu (hereafter "Appellees" or "Respondents") by and through their counsel of  
24 record, MICHAEL A. OLSEN, ESQ., of Blackrock Legal, LLC, and bring this *Reply to*  
25 *Plaintiffs-Appellants Response to Order to Show Cause Entered March 9, 2020* (hereafter  
26 "Reply"). This Reply is based upon the pleadings papers on file herein, the following  
27 memorandum of points and authorities, and any oral argument that may be presented at the time  
28 of hearing.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**BACKGROUND**

This matter involves a realtor, Betty Chan (hereafter "Ms. Chan"), who is unwilling to accept that she is not entitled to a commission on a real estate sale after abandoning the client



1 during the specific time period he had told her he would need help buying a home. A panel of  
2 three arbitrators appointed by the Greater Las Vegas Association of Realtors determined to split  
3 the commission awarding Ms. Chan \$3,448.83 (25%) of a \$13,795.32 commission and the  
4 remainder of the Commission (75%) to Wayne Wu. In truth, the full commission should have  
5 been awarded to Wayne Wu. Binding arbitration at GLVAR determined that Wayne Wu was  
6 the procuring real estate agent for the sale of real property located at located at 477 Cabral  
7 Peak Street, Las Vegas, Nevada 89138, APN # 137-34-119-012, (hereinafter “Subject Property”)  
8 and awarded him the larger share of the commission.  
9

10 Ms. Chan violated ethical and contractual duties owed to GLVAR and Respondents by  
11 improperly filing a lawsuit against Respondents, prior to filing for binding arbitration with  
12 GLVAR. Ms. Chan had signed an agreement with GLVAR requiring that all disputes between  
13 brokers be resolved via binding arbitration, rather than litigation. It was only after being  
14 threatened with sanctions by Respondent that Chan filed a Motion to Stay the improperly filed  
15 litigation and filed for binding arbitration with the GLVAR.  
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18 Following arbitration and issuance of a binding decision, Ms. Chan continued her  
19 vexatious litigation by seeking to overturn the decision of the Arbitration Panel. The district  
20 court found the arbitration award to be binding and confirmed the award on August 22, 2018.  
21 The Court signed the Order Denying the Motion to Vacate<sup>1</sup> on September 18, 2018. On October  
22 31, 2018 the Court granted the Respondents request for Summary Judgment and took their  
23 request for an Award of Attorneys’ Fees and Costs under advisement. On March 22, 2019, the  
24 district court issued the Order Granting Defendant’s Countermotion for Summary Judgment and  
25 awarded a portion of Wu’s Attorney Fees and Costs.<sup>2</sup>  
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28 <sup>1</sup> **Exhibit “1”** Order Denying Motion to Vacate or Modify Arbitration Award, Sep, 18, 2018.

<sup>2</sup> Attached as **Exhibit “2”**.

1 Ms. Chan filed her *Notice of Appeal* on April 22, 2019, appealing the March 22, 2019  
2 Order. Ms. Chan **did not** appeal the September 18, 2018 Order which specifically confirmed the  
3 arbitration award. She instead appealed the March 22, 2019 Order which affirmed the September  
4 18, 2018 Order, granted partial summary judgment and awarded fees and costs to Appellees. It is  
5 critical to note that both the arbitration award and the September 18, 2018 Order operated as  
6 findings that Wayne Wu (hereafter “Wu”) was the procuring cause of the real estate transaction.  
7

8 On March 9, 2020, this Court issued its *Order to Show Cause* (hereafter “Second OSC”)  
9 raising three jurisdictional issues with Ms. Chan’s appeal. This is the second order to show cause  
10 filed by this Court. The first *Order to Show Cause* (hereafter “First OSC”) was issued on  
11 November 14, 2019 and it raised concerns that the appeal was filed prematurely while a tolling  
12 motion for reconsideration was pending. Ms. Chan has attempted to cure this first jurisdictional  
13 defect by filing *Plaintiffs’ Motion to Formally Resolve Motion for Reconsideration and to*  
14 *Certify Judgment as Final (on an Application for an Order Shortening Time)* on January 7, 2020  
15 (hereafter “Motion to Resolve”). The Motion to Resolve was filed before the District Court to  
16 resolve the motion for reconsideration. The District Court granted the Motion to Resolve in part,  
17 only to the extent that “it requests this Court to rule upon Plaintiff’s previous Motion to Vacate  
18 Entry of Order or Motion for Extension of Time to File Reconsideration to the Entry of Order  
19 Granting Defendants Counter Motion for Summary Judgment and Attorney Fees and Costs.”<sup>3</sup>  
20 Essentially, the District Court denied the motion for reconsideration. However, Defendants’/  
21 Appellees’ counterclaims have still not been resolved by the District Court.  
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25 The Second OSC points out three more critical flaws with Ms. Chan’s appeal. First, the  
26 March 22, 2019 order is not appealable under NRS 38.247(1)(c) because it does not actually  
27 confirm the arbitration award, it affirms the order entered on September 18, 2018. Second,  
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<sup>3</sup> See **Exhibit “3”**.

1 Appellees' counterclaim for abuse of process is still pending in the district court. Finally, the  
2 Second OSC acknowledges that Ms. Chan improperly filed the appeal on behalf of appellant  
3 Asian American Realty, a corporation. A non-attorney may not represent a company in an  
4 appeal. As a result, this Court ordered Ms. Chan to show cause why her appeal should not be  
5 dismissed for want of jurisdiction.  
6

7 On April 6, 2020, Ms. Chan filed *Plaintiffs-Appellants' Response to Order to Show*  
8 *Cause Entered March 9, 2020* (hereafter "Response"). In her Response, Ms. Chan claims that her  
9 Motion to Resolve corrected the jurisdictional concerns raised in the First OSC. She additionally  
10 claims that the *Notice of Entry of Order Denying Motion to Vacate or Modify Arbitration Award*  
11 was not properly served on Ms. Chan's counsel. Finally, Ms. Chan claims that none of the  
12 concerns wisely raised in the Second OSC defeat this Court's jurisdiction. Oddly, Ms Chan filed  
13 *Plaintiffs' Amended Notice of Appeal* on April 6, 2020 (hereafter "Amended Notice"). The  
14 Amended Notice states that Ms. Chan is appealing the March 22, 2019 Order, the District  
15 Court's Order regarding the Motion to Resolve and "[a]ll prior judgments, orders, rulings, and  
16 decisions which the District Court has already entered in this action and as to which Plaintiffs are  
17 aggrieved parties as of the date indicated below."<sup>4</sup> It seems like Ms. Chan is now improperly  
18 attempting to bootstrap every other order, whether appealable or not, to the current appeal. Such  
19 comprehensive language includes all orders, regardless of whether they were timely appealed.  
20 This baffling action is a clear attempt to appeal everything that has negatively impacted Ms.  
21 Chan.  
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25 Importantly, the Motion to Resolve did not adjudicate appellees' counterclaims.  
26 Furthermore, the *Notice of Entry of Order Denying Motion to Vacate or Modify Arbitration*  
27 *Award* was properly served on all parties. Finally, the defects referred to in the Second OSC  
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<sup>4</sup> See **Exhibit "4"**.

1 defeat jurisdiction. The March 22 Order did not confirm the arbitration award, it affirmed the  
2 order confirming the arbitration award. Further, the counterclaims are still pending and Ms.  
3 Chan cannot file an appeal on behalf of Asian American Realty. Ms. Chan’s appeal has so many  
4 flaws that it cannot possibly remain before this Court. This Court has pointed out multiple  
5 reasons why the appeal is jurisdictionally flawed. Dismissal of the appeal is the appropriate  
6 action in this case.  
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### 8 **LEGAL ARGUMENT**

#### 9 **I. THE NOTICE OF ENTRY OF ORDER WAS SERVED ON ALL PARTIES VIA** 10 **ELECTRONIC SERVICE**

11 Ms. Chan claims that the *Notice of Entry of Order Denying Motion to Vacate or Modify*  
12 *Arbitration Award* was never served on all parties. This is simply not true. On September 21,  
13 2018, Appellees filed their *Certificate of Service*, attached **Exhibit “2”**. The *Certificate of*  
14 *Service* states that the “Notice of Entry of Order Denying Motion to Vacate or Modify  
15 Arbitration Award” was served via electronic service.<sup>5</sup> It also shows that Janice Michaels and  
16 Todd Kennedy received service by U.S. Mail. Todd Kennedy served as Ms. Chan’s counsel until  
17 October 9, 2018, at which point he was substituted in by Janice. Therefore, he was served with  
18 the *Notice of Entry of Order Denying Motion to Vacate or Modify Arbitration Award*. In fact,  
19 Mr. Kennedy signed the *Order Denying Motion to Vacate or Modify Arbitration Award*. Ms.  
20 Chan’s claim that she never received notice of the entry of order is incorrect. This entire appeal  
21 has been an attempt to appeal an order that was no longer appealable by several months. Ms.  
22 Chan failed to appeal the September 14 Order in a timely manner. This was a deliberate choice  
23 by her and her counsel at the time. She cannot concoct jurisdiction months later.  
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<sup>5</sup> **Exhibit “8”**.

1           What's more is the receipt of service shows that both Todd and Janice viewed the  
2 electronically served *Notice of Entry of Order Denying Motion to Vacate or Modify Arbitration*  
3 *Award*. Janice Michaels accessed the electronically served *Notice of Entry of Order Denying*  
4 *Motion to Vacate or Modify Arbitration Award* on September 18, 2018.<sup>6</sup> Todd Kennedy accessed  
5 the *Notice of Entry of Order Denying Motion to Vacate or Modify Arbitration Award* on  
6 November 7, 2018 and he viewed the electronically filed *Order Denying Motion to Vacate or*  
7 *Modify Arbitration Award* on September 18, 2018.<sup>7</sup> Both Ms. Chan's present counsel at the time,  
8 and the counsel she substituted in later received and viewed the *Notice of Entry of Order*  
9 *Denying Motion to Vacate or Modify Arbitration Award*. Ms. Chan's claim that service was not  
10 accomplished is false. Ms. Chan, therefore, had 30 days after September 18, 2018 to appeal the  
11 *Order Denying Motion to Vacate or Modify Arbitration Award*. No appeal was filed until April  
12 22, 2019. She cannot appeal the *Order Denying Motion to Vacate or Modify Arbitration Award*.

13           Once the thirty (30) day appeal period had run on the Order affirming the arbitration  
14 award that action (the binding arbitration) was final. The only action remaining at that time was  
15 the district court matter between the parties, not the binding arbitration. However, because the  
16 District Court claims pending against all Appellees were resolved by the binding arbitration,  
17 Summary Judgment was granted in favor of Appellees as to all District Court claims pending  
18 against them.

19           **II. THE MARCH 22, 2019 ORDER AFFIRMED THE FINDINGS IN THE**  
20 **SEPTEMBER 2018 ORDER WHICH OPERATED AS A FINDING THAT WU**  
21 **WAS THE PROCURING CAUSE**

22           Ms. Chan appealed the March 22, 2019 Order, not the September 2018 Order. Had she  
23 desired to challenge the findings made by the arbitration panel, which were confirmed by the  
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25           <sup>6</sup> See **Exhibit "5"**

26           <sup>7</sup> Id.

1 September 2018 Order, she should have appealed back in October 2018. Ms. Chan claims,  
2 incorrectly, that the March 22, 2019 order substantively changed the parties' legal rights and  
3 obligations. In Campos-Garcia v. Johnson, cited in both the Second OSC and Ms. Chan's  
4 Response, this Court explained that the "appealability of an order or judgment depends on 'what  
5 the order or judgment actually does.'"<sup>8</sup> In other words, the substance of an order determines its  
6 appealability, not an order's title. Ms. Chan cites this very portion of Campos-Garcia but fails to  
7 understand its significance.

8  
9 Ms. Chan claims that the March 22, 2019 Order fundamentally alters the September 18,  
10 2018 Order because it states that "the September 18, 2018 Order is affirmed wherein Wu was  
11 determined the procuring cause and the Arbitration was confirmed."<sup>9</sup> Nearly her entire Response  
12 hinges on this argument. Ms. Chan argues that because the order contains language about a  
13 procuring cause, it somehow was making a new finding which fundamentally altered the  
14 September 18, 2018 Order. This is simply not true. As cited previously, the appealability of an  
15 order hinges on what the order does. In other words, substance governs over form. The  
16 September 18, 2018 Order affirmed the arbitration award, and considered the issue of whether  
17 under Nevada law you can have more than one procuring cause. Of course one of the arguments  
18 raised by Ms. Chan during the hearing on her motion to overturn the arbitration award was that  
19 you cannot have more than one procuring cause. The Court specifically found in paragraph 6 of  
20 the September 2018 Order that: "Notwithstanding, the Court finds that Nevada law does not  
21 prohibit splitting commission between two individuals both claiming to be the procuring cause.  
22 This language makes it abundantly clear that the Court did consider the arbitration award with  
23 respect to Mr. Wu being a procuring cause (or the primary procuring cause) and was affirming  
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28 <sup>8</sup> Campos-Garcia v. Johnson, 130 Nev. 610, 611, 331 P.3d 890, 890 (2014).

<sup>9</sup> Exhibit "2".

1 the Arbitration award in that regard. The later March 2019 Order merely affirmed that prior  
2 finding and made no material change to the ruling.

3 The Arbitration Panel awarded Wayne Wu the lion's share of the commission because he  
4 was the primary procuring cause of the sale. The Arbitration Award and the September 18, 2018  
5 Order both, substantively speaking, determined that Wu was the procuring cause (or primary  
6 procuring cause) of the of the sale. The March 22, 2019 Order changed nothing, it simply  
7 affirmed that finding.  
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9 **III. THE COUNTERCLAIMS ARE STILL PENDING**

10 Ms. Chan presents no cognizant argument as to why the pending counterclaims do not  
11 defeat jurisdiction in this matter. Ms. Chan claims that the order is appealable pursuant to NRS  
12 38.247(1)(c) and that to pursue such an appeal, it need not be a final order. In other words, Ms.  
13 Chan believes that since the March 22, 2019 Order contains language regarding the procuring  
14 cause of the real estate transaction, it was somehow transfigured into an order confirming or  
15 denying an arbitration award. If the March 22, 2019 Order "disturbed, revised, and substantively  
16 changed the parties' legal rights and obligations" as Ms. Chan argues, Appellees ask, what  
17 specifically changed?<sup>10</sup> After the September 18, 2018 Order, Ms. Chan was only entitled to a  
18 portion of the Commission, as Wu was the procuring cause, and the arbitration award was  
19 confirmed. After the March 22, 2019 Order, Ms. Chan was still only entitled to a portion of the  
20 commission and the arbitration award was still in effect. There was no fundamental change to the  
21 previous arbitration award or the September 18, 2018 Order. The only thing that changed after  
22 the March 22, 2019 Order was that Ms. Chan now owed a mountain of attorney's fees for her  
23 litigious behavior. Ms. Chan cannot appeal pursuant to NRS 38.247(1)(c) nor NRS 38.247(a)(f).  
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<sup>10</sup> See Ms. Chan's *Response* at 3:1-2.



1 As if this were not enough, the counterclaims have never been adjudicated and the March 22,  
2 2019 Order is not a final order.

3 Since none of the remaining provisions of NRS 38.247 are applicable to this matter, Ms.  
4 Chan's only method for appeal are the provisions outlined in NRAP 3A. As previously briefed,  
5 the only possible provision upon which Ms. Chan could rely in NRAP 3A is NRAP 3A(b)(1).  
6 This provision allows an appeal of "[a] final judgment entered in an action or proceeding."<sup>11</sup> Ms.  
7 Chan is, essentially, conceding that this is not a final order, as there are counterclaims pending,  
8 therefore it cannot be appealed pursuant to NRAP 3A(b)(1). In its most recent order on the  
9 Motion to Resolve, the District Court reiterated that "it does not have jurisdiction to adjudicate  
10 Defendants' counterclaim for abuse of process" and therefore it could not "certify the MSJ Order  
11 as being final as to all of Plaintiffs' and Defendants' claims and counterclaims under NRCP  
12 54(b)."<sup>12</sup> The District Court essentially acknowledged that there were pending counterclaims but  
13 did not resolve them. Thus, the March 22, 2019 Order is not a final order and cannot be appealed  
14 pursuant to NRAP 3A (b)(1). None of the other provisions of NRAP 3A are applicable just as  
15 none of the provisions of NRS 38.247 are applicable. There is simply no statutory basis for  
16 appealing. Ms. Chan's appeal should be dismissed for lack of jurisdiction.

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20 **IV. A NON-ATTORNEY CANNOT FILE AN APPEAL FOR A CORPORATION**

21 Ms. Chan acknowledges that she improperly filed the *Notice of Appeal* on behalf of  
22 Asian American Realty, but essentially asks that this court excuse this deficiency because she  
23 retained counsel a few weeks after she filed. Ms. Chan plays the victim, alleging that she had no  
24 choice but to file the appeal on behalf of Asian American Realty because her counsel had just  
25 withdrawn. It is important to remember that Ms. Chan has gone through four different attorneys.  
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<sup>11</sup> NRAP 3A(b)(1).

<sup>12</sup> See **Exhibit "3"**.

1 Her current counsel is her fifth advocate in this matter. She has either fired her previous counsel  
2 or caused them to withdraw as counsel. It should come as no surprise to her, that retaining a fifth  
3 replacement attorney would be difficult when her case is so incredibly weak, and she refuses to  
4 listen to her counsel's advice. She even admits that it took her three weeks to retain a new  
5 attorney.<sup>13</sup> It is questionable that constitutes prompt action, as put forth by Ms. Chan.

7 Ms. Chan did file an Amended Notice on April 6, 2020, through counsel. However, this  
8 Amended Notice is procedurally defective as it attempts to bootstrap every order adverse to Ms.  
9 Chan into this appeal. Even though this Court has discretion to allow an attorney's prompt  
10 appearance to correct the defect in Ms. Chan's original appeal, it should not allow Ms. Chan to  
11 file an amended notice which envelopes every order adverse to Ms. Chan. Appellees view such a  
12 desperate attempt to retain jurisdiction as almost an admission that the appeal is jurisdictionally  
13 deficient. If the only error in Ms. Chan's original notice of appeal was that she filed it *pro se* on  
14 behalf of an entity, then why did she add language which attempts to encapsulate the September  
15 18, 2018 Order? Appellees request that this Court dismiss the appeal for want of jurisdiction. Ms.  
16 Chan did file the appeal on behalf of an entity, which is clearly not permissible under Guerin v.  
17 Guerin. She waited three weeks to obtain new counsel, knowing that she needed to appeal within  
18 30 days of the March 22, 2019 Order.

21 Finally, her attempt to cure the jurisdictional defect contains an obvious attempt to  
22 bootstrap unappealable orders to the current appeal. The Notice of Appeal was improperly filed  
23 on behalf of a corporate entity it is fatally flawed. The time to file a notice of appeal has run and  
24 this Court does not have jurisdiction over the appeal. Ms. Chan cannot, nearly a year later, file an  
25 amended notice and cure the multitude of deficiencies of her appeal. The entire appeal is  
26 defective due to this flaw and dismissal is, therefore, appropriate.

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28 <sup>13</sup> See Ms. Chan's *Response* at 16:18-19.

1     **V.     APPELLEES SHOULD BE AWARDED ATTORNEY’S FEES INCURRED**  
2     **DURING THIS APPEAL**

3             Appellees have incurred significant attorney’s fees combatting Ms. Chan’s deficient  
4     appeal. Due to Ms. Chan’s carelessness and litigious behavior, this Court has issued two show  
5     cause orders, to which Appellees have been forced to respond. Furthermore, Appellees have  
6     incurred attorney’s fees participating in mediation when Ms. Chan failed to participate in good  
7     faith. The Court should award Appellees’ attorney’s fees for the expense associated with  
8     combatting an appeal which is so obviously frivolous and jurisdictionally deficient. Appellees’  
9     have incurred a total of \$AMOUNT defending against this unnecessary appeal. \$AMOUNT of  
10    that amount represents attorney’s fees. NRS 155.140(3) provides that “[i]n any proceeding filed  
11    pursuant to this title, the court has jurisdiction and authority to fix and adjudicate fees and costs  
12    due an attorney from his or her client for services performed by the attorney in connection with  
13    the proceeding.” Furthermore, under NRS 30.040(1), the court may issue declaratory relief that  
14    the attorney’s fees owed to Counsel are just, reasonable and due. Nevada Rules of Appellate  
15    Procedure Rule 38 allows an award of attorney’s fees and costs when an appeal has  
16    frivolously been taken or been processed in a frivolous manner, when circumstances  
17    indicate that an appeal has been taken or processed solely for purposes of delay, when an  
18    appeal has been occasioned through respondent’s imposition on the court below, or  
19    whenever the appellate processes of the court have otherwise been misused, the court  
20    may, on its own motion, require the offending party to pay, as costs on appeal, such  
21    attorney fees as it deems appropriate to discourage like conduct in the future.

22             Ms. Chan’s conduct has been the model of frivolity and misuse. She has filed a jurisdictionally  
23    deficient appeal and has drug this dispute, a dispute over \$13,000.00, out for years. All of this  
24    was to satiate her pride and arrogance. She has incurred attorney’s fees multiple times larger than  
25    the arbitration award and caused Appellees to do the same. Indeed, she was not joking in her  
26    arbitration award and caused Appellees to do the same. Indeed, she was not joking in her  
27    arbitration award and caused Appellees to do the same. Indeed, she was not joking in her  
28    arbitration award and caused Appellees to do the same. Indeed, she was not joking in her

1 warning that she had a “few hundred thousand in hand that I can use” to pay attorneys to  
2 vindicate her ego.<sup>14</sup>

3  
4 Moreover, in the Agreement to Arbitrate Chan explicitly agreed that “In the event I do  
5 not comply with the award and it is necessary for any party to obtain judicial confirmation and  
6 enforcement of the award against me, **I agree to pay that party costs and reasonable**  
7 **attorney’s fees incurred obtaining such confirmation and enforcement.**”<sup>15</sup> Appellees are still  
8 fighting to enforce the arbitration agreement. The District Court agreed with the award of fees in  
9 the March 22, 2019 Order and granted Appellees an award of \$35,034.58, of which \$34,981.00  
10 is fees and \$53.58 is costs (redacted invoices attached as **Exhibit “9”**). Now, Appellees have  
11 incurred even more attorney’s fees trying to enforce the arbitration agreement, whose award  
12 pales in comparison to the total amount of attorney’s fees they have incurred.

13  
14 “[I]n determining the amount of fees to award, the court is not limited to one specific  
15 approach; its analysis may begin with any method rationally designed to calculate a reasonable  
16 amount . . . .”<sup>16</sup> Nevada courts have long relied upon the factors in Brunzell v. Golden Gate Nat’l  
17 Bank to determine reasonability of fees, including:

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19 (1) the qualities of the advocate: his ability, his training, education, experience,  
20 professional standing and skill; (2) the character of the work to be done: its  
21 difficulty, its intricacy, its importance, time and skill required, the responsibility  
22 imposed and the prominence and character of the parties where they affect the  
23 importance of the litigation; (3) the work actually performed by the lawyer: the  
24 skill, time and attention given to the work; (4) the result: whether the attorney was  
25 successful and what benefits were derived.<sup>17</sup>

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27 Any attorney fee award must be based on a Brunzell analysis.

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14 See Exhibit “7”.

15 See Exhibit “8”.

16 Shuette v. Beazer Homes Holding Corp., 121 Nev. 837, 864, 124 P.3d 530 (2005).

17 Brunzell v. Golden Gate Nat’l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

1           **A.     Brunzell Factor #1: “the qualities of the advocate: his ability, his training,**  
2           **education, experience, professional standing and skill”<sup>18</sup>**

3           Counsel for Appellees, Michael A. Olsen, Esq. is a founding partner of his firm and has  
4           been a member of the State Bar of Nevada for over twenty years. He is a graduate of Utah State  
5           University and BYU’s J. Reuben Clark Law School. His abilities as an advocate have been  
6           recognized through numerous awards and honors, and Mr. Olsen’s abilities have been honed  
7           through, among other experience, regular appearances in the Eighth Judicial District Court on  
8           contested matters. He makes regular appearances before the Probate Court.  
9

10          Thomas R. Grover, Esq. has been practicing in Las Vegas for more than seven years, the  
11          entirety of which has been in probate administration and litigation similar to the present matter.  
12          He is a graduate of Utah State University and the University Of Nebraska College Of Law. Mr.  
13          Grover also regularly appears in the Eighth Judicial District Court on contested matters,  
14          including matters before the Probate Court. Mr. Grover appears almost weekly in probate court  
15          on contested matters.  
16

17          Keith D. Routsong, Esq. is a graduate of Brigham Young University and the University  
18          Of Nebraska College Of Law. His practice focuses primarily on contested matters in probate and  
19          civil court.  
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21           **B.     Brunzell Factor #2: “the character of the work to be done: its difficulty, its**  
22           **intricacy, its importance, time and skill required, the responsibility imposed and the**  
23           **prominence and character of the parties where they affect the importance of the**  
24           **litigation”<sup>19</sup>**

25          This matter has involved a substantial amount of time for research, and analysis of issues  
26          relating to the arbitration and commission disputes. It has required familiarity with several  
27

28          <sup>18</sup> Brunzell, 85 Nev. at 349.

<sup>19</sup> Brunzell, 85 Nev. at 349.

1 legally complex aspects of Nevada law, including issues dealing with the complexities of  
2 arbitration and the appeals process.

3 **C. Brunzell Factor #3: “the work actually performed by the lawyer: the skill,**  
4 **time and attention given to the work”<sup>20</sup>**

5 This litigation has required a substantial amount of time and effort. Appellees’ counsel  
6 has diligently pursued the maximum relief available and have advanced argument to preserve  
7 legal standards that harmonize with other applicable law.  
8

9 **D. Brunzell Factor #4: “the result: whether the attorney was successful and**  
10 **what benefits were derived”<sup>21</sup>**

11 Appellees have received counsel and representation throughout the appeals process and  
12 through mandatory arbitration. Furthermore, Counsel for Appellees have prepared responses to  
13 two orders to show cause.

14 While “good judgment would dictate that each of these factors be given consideration by  
15 the trier of fact and that no one element should predominate or be given undue weight,”<sup>22</sup> each  
16 factor strongly supports an award of attorneys’ fees and costs in favor of Petitioner. Thus,  
17 Appellees request an award of attorney fees and costs totaling \$35,034.58, incurred combatting  
18 Ms. Chan’s frivolous appeal.  
19

20 **CONCLUSION**

21 This Court should dismiss the appeal in its entirety. Ms. Chan has stated, incorrectly, that  
22 the service was improper for the September 18, 2018 Order. The 30 days passed for an appeal of  
23 the September 18, 2018 Order as its notice of entry was served and viewed by Ms. Chan’s, then,  
24 current counsel, and the counsel she retained afterward. Furthermore, the March 22, 2019 Order  
25 did not fundamentally alter the September 18, 2018 Order. It merely affirmed the previous  
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28 <sup>20</sup> Brunzell, 85 Nev. at 349.

<sup>21</sup> Brunzell, 85 Nev. at 349.

<sup>22</sup> Brunzell, 85 Nev. at 349–50.

1 findings that Wayne Wu was the procuring cause of the real estate transaction. Ms. Chan fails to  
2 present any rational explanation for why the pending counterclaim does not defeat jurisdiction.  
3 The District Court was clear in its most recent order that the claims were still pending and the  
4 March 22, 2019 Order was not final. Finally, Ms. Chan's argument dispelling the problem with  
5 her filing the appeal on behalf of Asian American Realty falls flat. She waited weeks to retain an  
6 attorney, filed on behalf of an entity, and tried to cure that defect by including grossly  
7 overreaching language into the *Amended Notice of Appeal*. Her appeal should be dismissed for  
8 lack of jurisdiction. Appellees should receive an award of attorney's fees for Ms. Chan's litigious  
9 and outrageous behavior.  
10

11 DATED this 20<sup>th</sup> day of APRIL 2020.  
12

13  
14 By: /s/Keith D. Routsong, Esq.  
15 MICHAEL A. OLSEN, ESQ.  
16 Nevada Bar No. 6067  
17 THOMAS R. GROVER, ESQ.  
18 Nevada Bar No. 12387  
19 KEITH D. ROUTSONG, ESQ.  
20 Nevada Bar No. 14944  
21 **BLACKROCK LEGAL, LLC**  
22 10155 W. Twain Avenue, Suite 100  
23 Las Vegas, NV 89147  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on April 20<sup>th</sup>, 2020 the **REPLY TO PLAINTIFFS-  
APPELLANTS RESPONSE TO ORDER TO SHOW CAUSE ENTERED MARCH 9, 2020**  
was served by depositing a copy of the same in the U.S. Mail, postage prepaid, addressed to:

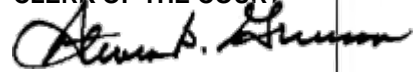
R. Duane Frizell, Esq.  
400 N. Stephanie St. Suite 265  
Henderson, NV 89014

/S/Julian Campbell  
\_\_\_\_\_  
An Employee of BLACKROCK LEGAL





**EXHIBIT “1”**



NEOJ  
MICHAEL A. OLSEN, ESQ.  
Nevada Bar No. 6076  
ROMAN C. HARPER, ESQ.  
Nevada Bar No. 14374  
**Goodsell & Olsen, LLP**  
10155 W. Twain Ave., Suite 100  
Las Vegas, Nevada 89147  
Tel: (702) 869-6261  
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[mike@goodsellolsen.com](mailto:mike@goodsellolsen.com)  
[roman@goodsellolsen.com](mailto:roman@goodsellolsen.com)  
*Attorneys for Defendants/Counterclaimants*  
*Wayne Wu, Judith Sullivan, Nevada Real Estate Corp.*  
*and Jerrin Chiu*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

BETTY CHAN and ASIAN AMERICAN	)	Case No: A-16-744109-C
REALTY & PROPERTY MANAGEMENT,	)	
	)	Dept. No: XX
Plaintiffs/Counterdefendants,	)	
v.	)	<b>NOTICE OF ENTRY OF ORDER</b>
	)	
WAYNE WU, JUDITH SULLIVAN,	)	
NEVADA REAL ESTATE CORP., JERRIN	)	
CHIU, KB HOME SALES – NEVADA INC.,	)	
	)	
Defendants/Counterclaimants.	)	

**NOTICE OF ENTRY OF ORDER**

PLEASE TAKE NOTICE that the **ORDER DENYING MOTION TO VACATE OR  
MODIFY ARBITRATION AWARD** was entered on the Court's record on the 18<sup>th</sup> day of  
September, 2018. A copy of said Order is attached hereto as Exhibit "1".

DATED this 18<sup>th</sup> day of September, 2018.

///

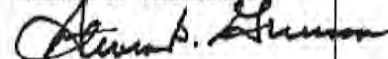
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/s/Thomas R. Grover, Esq.  
MICHAEL A. OLSEN, ESQ.  
Nevada Bar No. 6076  
THOMAS R. GROVER, ESQ.  
Nevada Bar No. 12387  
**GOODSELL & OLSEN, LLP**  
10155 W. Twain Ave., Suite 100

## **EXHIBIT 1**

**ORD**

MICHAEL A. OLSEN, ESQ.

Nevada Bar No. 6076

ROMAN C. HARPER, ESQ.

Nevada Bar No. 14374

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[mike@goodsellolsen.com](mailto:mike@goodsellolsen.com)[roman@goodsellolsen.com](mailto:roman@goodsellolsen.com)*Attorneys for Defendants/Counterclaimants**Wayne Wu, Judith Sullivan, Nevada Real Estate Corp.**and Jerrin Chiu***DISTRICT COURT  
CLARK COUNTY, NEVADA**BETTY CHAN and ASIAN AMERICAN  
REALTY & PROPERTY MANAGEMENT,

Plaintiffs/Counterdefendants,

v.

WAYNE WU, JUDITH SULLIVAN,  
NEVADA REAL ESTATE CORP., JERRIN  
CHIU, KB HOME SALES - NEVADA INC.,

Defendants/Counterclaimants.

) Case No: A-16-744109-C

) Dept. No: XX

) **ORDER DENYING MOTION TO  
VACATE OR MODIFY  
ARBITRATION AWARD****APPEARANCES**Michael A. Olsen, Esq. of Goodsell & Olsen, LLP, on behalf of Wayne Wu, Judith  
Sullivan, Nevada Real Estate Corp., and Jerrin Chiu, Defendants/Counterclaimants.Todd E. Kennedy, Esq. of Kennedy & Couvillier, PLLC on behalf of Betty Chan and  
Asian American Realty & Property Management, Plaintiffs/Counterdefendants.This matter came on for hearing on August 22, 2018 before the Honorable Eric Johnson  
regarding Plaintiffs/Counterdefendants' *Motion to Vacate or Modify Arbitration Award*  
(hereafter "Motion to Vacate"), and Defendants/Counterclaimants' *Opposition to Motion to*  
*Vacate or Modify Arbitration Award and Countermotion to Recognize Wu as the Procuring*  
*Cause, for Summary Judgment, and for Attorney Fees* (hereafter "Countermotion"). The Court

1 having read and considered the papers and pleadings on file, having heard oral arguments made  
2 at the time of hearing, and good cause appearing, therefore the Court makes the following  
3 findings of fact and conclusions of law:

4 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

5 1. Because Betty Chan, Wayne Wu, and Judith Sullivan are all Realtors, the parties  
6 recognize that the underlying dispute in this matter involving commission funds totaling  
7 \$13,795.32 was required to be submitted to the Greater Las Vegas Association of Realtors  
8 (hereafter "GLVAR") for binding arbitration. Plaintiff/Counterdefendant Betty Chan submitted  
9 her *Request and Agreement to Arbitrate (Member)* (hereafter "Agreement to Arbitrate") to the  
10 GLVAR seeking arbitration of the dispute.

11 2. The Agreement to Arbitrate contained express consent to arbitrate the dispute  
12 between the parties through the GLVAR in accordance with the *Code of Ethics and Arbitration*  
13 *Manual* subscribed to by Realtors.

14 3. This matter proceeded to an arbitration before a GLVAR arbitration panel on  
15 April 17, 2018.

16 4. Plaintiffs/Counterdefendants have brought their Motion to Vacate seeking to  
17 overturn or modify the arbitration award (hereafter "Award") that was duly entered by the  
18 GLVAR arbitration panel on April 27, 2018. The Award determined, that of the \$13,795.32 in  
19 total commission, \$3,228.83 was to be paid to Betty Chan and that the remaining \$10,346.49 was  
20 to be paid to Defendant/Counterclaimant Wayne Wu.

21 5. Specifically, Plaintiffs/Counterdefendants have attempted to assert the Award  
22 should be modified based on statutory and common law grounds, including that the GLVAR  
23 purportedly exceeded its authority to arbitrate, acted in an arbitrary and capricious manner,  
24 demonstrated manifest disregard for the law, or that the Award was procured by fraud.  
25

1           6.       Notwithstanding, the Court finds that Nevada law does not prohibit splitting a  
2 commission between two individuals both claiming to be the procuring cause and therefore  
3 Plaintiffs/Counterdefendants have failed to meet their burden of demonstrating clear and  
4 convincing evidence of a violation under any of the standards asserted in the Motion to Vacate  
5 that would justify modifying or vacating the Award.

6       ///

7       ///

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14       **IT IS HEREBY ORDERED, AJUDICATED, AND DECREED:**

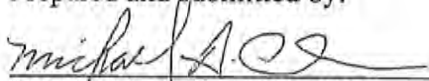
- 15           a.       That the *Motion to Vacate or Modify Arbitration Award* is DENIED.
- 16           b.       That pursuant to NRS 38.241(4) and NRS 38.242(2) the Arbitration Award of the  
17 GLVAR arbitration panel is CONFIRMED.
- 18           c.       That the Counter-Motion seeking summary judgment and an award of attorney  
19 fees is taken under advisement, with supplemental briefing to be filed by the  
20 Defendants/Counterclaimants by September 5, 2018;
- 21           d.       That Plaintiffs/Counterclaimants shall have until September 19, 2018 to submit  
22 any responsive briefing regarding the Counter-Motion as supplemented.
- 23           e.       AND THAT a hearing on the Countermotion for Summary Judgment and for  
24 Attorney's fees shall be held on October 10, 2018 at 8:30 a.m.
- 25

f. It is further ordered that the stay ordered by the Court pending resolution of the arbitration is lifted.

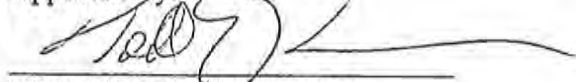
IT IS SO ORDERED this 14 <sup>SEPT</sup> of ~~AUGUST~~ 2018.

  
DISTRICT COURT JUDGE  
ERIC JOHNSON *kal*

Prepared and submitted by:

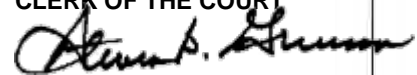
  
MICHAEL A. OLSEN, ESQ.  
Nevada Bar No. 6076  
ROMAN C. HARPER, ESQ.  
Nevada Bar No. 14374  
**GOODSELL & OLSEN, LLP**  
*Attorneys for Wayne Wu, Judith Sullivan,  
Nevada Real Estate Corp. and Jerrin Chiu*

Approved by:

  
TODD E. KENNEDY, ESQ.  
Nevada Bar No. 6014  
MAXIMILIANO COUVILLIER, ESQ.  
Nevada Bar No. 7661  
**KENNEDY & COUVILLIER, PLLC**  
*Attorneys for Betty Chan and Asian  
American Realty & Property Management*



**EXHIBIT “2”**



**ORDR**

MICHAEL A. OLSEN, ESQ.

Nevada Bar No: 6076

THOMAS R. GROVER, ESQ.

Nevada Bar No. 12387

**BLACKROCK LEGAL, LLC**

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*Attorneys for Defendants/Counterclaimants*

*Wayne Wu, Judith Sullivan, Nevada*

*Real Estate Corp. and Jerrin Chiu*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

BETTY CHAN and ASIAN AMERICAN  
REALTY & PROPERTY MANAGEMENT,

Plaintiffs/Counterdefendants,

v.

WAYNE WU, JUDITH SULLIVAN,  
NEVADA REAL ESTATE CORP., JERRIN  
CHIU, KB HOME SALES – NEVADA INC.,

Defendants/Counterclaimants.

) Case No: A-16-744109-C

) Dept. No: XX

) **ORDER GRANTING  
DEFENDANTS**

) **COUNTERMOTION FOR  
SUMMARY JUDGMENT AND  
ATTORNEY FEES AND COSTS**

**APPEARANCES**

- Michael A. Olsen, Esq. of Goodsell & Olsen, LLP, on behalf of Wayne Wu, Judith Sullivan, Nevada Real Estate Corp., and Jerrin Chiu, Defendants/Counterclaimants (hereinafter "Defendants").
- Janiece S. Marshall, Esq. of Gentile Cristalli Miller Armeni Savarese on behalf of Betty Chan and Asian American Realty & Property Management, Plaintiffs/Counterdefendants (hereinafter "Plaintiffs").

1 This matter came on for hearing on October 31, 2018 before the Honorable Eric Johnson  
2 presiding on the Defendants *Countermotion for Summary Judgment, and for Attorney Fees [and*  
3 *costs]* (hereafter “Countermotion”) and Plaintiffs *Opposition to recognize Wu as the Procuring*  
4 *Cause, for Summary Judgment, and for Attorney Fees.* The Court having read and considered the  
5 papers and pleadings on file, having heard oral arguments made at the time of hearing, and good  
6 cause appearing, therefore the Court makes the following findings of fact and conclusions of  
7 law:  
8

9  
10 **FINDINGS OF FACTS AND CONCLUSIONS OF LAW**

11 1. The underlying dispute in this matter involves realtor commission funds totaling  
12 \$13,795.32 for the real estate transaction on January 8, 2016 for the purchase of the home  
13 located at 477 Cabral Peak Street, Las Vegas, Nevada 89138, APN # 137-34-119-012 by Dr.  
14 Jerrin Chiu. This matter came before a GLVAR arbitration panel on April 17, 2018. The  
15 arbitration panel heard all evidence and arguments of the parties and found that Wu (respondent)  
16 was to be paid the \$10,346.49 of the commission funds due from the sale and Betty Chan  
17 (complainant) was to be paid \$3448.83.  
18

19 **A. COUNTERMOTION FOR SUMMARY JUDGMENT GRANTED**

20 2. This matter initially came on for hearing on August 22, 2018 before the  
21 Honorable Eric Johnson regarding Plaintiffs *Motion to Vacate or Modify Arbitration Award*  
22 (hereafter “Motion to Vacate”), and Defendants *Opposition to Motion to Vacate or Modify*  
23 *Arbitration Award and Countermotion to Recognize Wu as the Procuring Cause, for Summary*  
24 *Judgment, and for Attorney Fees* (hereafter “Countermotion”).  
25

26 3. During the August 22, 2018 hearing, this Court denied Plaintiffs Motion to Vacate  
27 or Modify Arbitration award finding: “that Nevada law does not prohibit splitting a commission  
28 between two individuals both claiming to be the procuring cause and therefore



1 Plaintiffs/Counterdefendants have failed to meet their burden of demonstrating clear and  
2 convincing evidence of a violation under any of the standards asserted in the Motion to Vacate  
3 that would justify modifying or vacating the Award.” *See September 18, 2108 Order Denying*  
4 *Motion to Vacate or Modify Arbitration Award.*

5  
6 4. During that same August 22, 2018 hearing the Court further found that Wayne  
7 Wu was the procuring cause and: “That pursuant to NRS 38.241(4) and NRS 38.242(2) the  
8 Arbitration Award of the GLVAR arbitration panel is CONFIRMED; and That the Counter-  
9 Motion seeking summary judgment and an award of attorney fees is taken under advisement,  
10 with supplemental briefing to be filed by the Defendants/Counterclaimants by September 5,  
11 2018.” *Id.* The Court hereby affirms its Order dated on or about September 18, 2018 Denying  
12 Plaintiffs Motion to Vacate or Modify Arbitration Award and finding Wu to be the procuring  
13 cause. The Court further notes the allowable time frame for Plaintiffs to file a Motion to  
14 Reconsider the September 18, 2018 Order has passed.

15  
16 5. The Court set the remaining Countermotion for Summary Judgment and For  
17 Attorney’s fees and Costs to be heard on October 31, 2018, at which time all supplemental  
18 briefing regarding the Defendants Countermotion for Summary Judgment and for Attorney’s  
19 fees and costs, along with the Opposition to the same, was considered.

20  
21 6. NRCp 56(c) provides that summary judgment shall be rendered if “the pleadings,  
22 depositions, answers to interrogatories, and admissions on file, together with the affidavits, if  
23 any, show that there is no genuine issue as to any material fact and that the moving party is  
24 entitled to judgment as a matter of law.” The Nevada Supreme Court stated that a factual dispute  
25 is “genuine” when the evidence is such that a rational trier of fact could return a verdict for the  
26 nonmoving party. *Wood v. Safeway, Inc.*, 121 P.3d 1026 (2005). Once the moving party has  
27 shown that there is no genuine dispute as to material facts, the burden shifts to the nonmoving  
28

1 party to set forth specific facts demonstrating the existence of a genuine issue for trial or have  
2 summary judgment entered against that party. In meeting this burden, the nonmoving party, "is  
3 not entitled to build a case on the gossamer threads of whimsy, speculation and conjecture." *Id.*

4  
5 7. The Arbitration Panel's award resolved all disputes the plaintiffs had against these  
6 defendants, Wu, Sullivan, Nevada Real Estate Corp and Chiu. For the reasons stated above the  
7 award is confirmed and Wu is confirmed as the procuring cause. This resolves the Plaintiff's  
8 request for declaratory relief and claim of unjust enrichment. Because there are no genuine issues  
9 as to any material fact left to be decided against these defendants in this case, summary judgment  
10 in favor of the defendants is proper.  
11

#### 12 **B. COUNTERMOTION FOR ATTORNEY FEES AND COSTS GRANTED**

13 8. Defendants requested the Court award them their attorney fees and costs. After  
14 considering the pleadings and arguments of counsel, attorney fees and cost are awarded in the  
15 amounts of \$920.83 for costs and \$21,435.00 for legal fees.  
16

17 9. The Court finds that the Defendants fees are reasonable and were actually  
18 incurred in the confirmation and enforcement of the award of the Arbitration Panel. The Court  
19 finds that the contractual provision contained in the Arbitration Agreement signed by both  
20 Plaintiff and Defendant provided that "In the event [a party does] not comply with the award and  
21 it is necessary for any party to obtain judicial confirmation and enforcement of the award against  
22 me, [the party] agree[s] to pay that party costs and reasonable attorney's fees incurred in  
23 obtaining such confirmation and enforcement."  
24

25 10. The Court further finds that provision was reasonable and enforceable. As costs  
26 were never challenged, the Court hereby ORDERS costs in the amount of \$920.83 pursuant to  
27 Defendants' Memorandum of Costs and Disbursements, which was unopposed.  
28



11. The Court hereby ORDERS attorney's fees in the amount of \$21,435.00. The Court finds this amount is reasonable and actually incurred by Defendants in enforcing the arbitration award. The Court is awarding attorney fees after the entry of the arbitration award and Plaintiffs' filing of its Motion to Vacate or Modify Arbitration Award, starting on July 25, 2018. The Court declines to award fees requested on the invoices dated December 31, 2016, January 31, 2017, and February 28, 2017, as the redactions made to Plaintiffs' counsel's billing records prevent the Court from determining if those fees were reasonable and necessary. The Court has reviewed the remaining fees and finds they were reasonable and appropriate for litigating the matter and in keeping with attorney fees for such work in Southern Nevada. The Court further finds that the Brunzell factors have been met for the reasons stated in Defendant's Countermotion for Attorney Fees and Costs as set forth below.

12. When determining an award of attorneys' fees and costs, Nevada courts have long relied upon the factors in *Brunzell v. Golden Gate Nat'l Bank*. These four factors analyze (1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of litigation; (3) the work actually performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether the attorney was successful and what benefits were derived.

13. **Brunzell Factor #1:** "the qualities of the advocate: his ability, his training, education, experience, professional standing and skill". Counsel for Defendants, Michael A. Olsen, Esq. is a founding partner of his firm and has been a member of the State Bar of Nevada for over twenty years. He is a graduate of Utah State University and BYU's J. Reuben Clark Law School. His abilities as an advocate have been recognized through numerous awards and honors,

1 and Mr. Olsen's abilities have been honed through, among other experience, regular appearances  
2 in the Eighth Judicial District Court on contested matters.

3 14. **Brunzell Factor #2:** "the character of the work to be done: its difficulty, its  
4 intricacy, its importance, time and skill required, the responsibility imposed and the prominence  
5 and character of the parties where they affect the importance of the litigation" This matter  
6 involved complex legal issues including a determination of procuring cause and whether the  
7 Arbitration Panel exceeded its authority pursuant to Nevada statute. Because the Plaintiff elected  
8 to contest the validity of the Arbitration award it became incumbent on Defendant to defend the  
9 award and have it confirmed by the Court. Defendant was successful in confirming and  
10 enforcing the Arbitration Award.  
11

12 15. **Brunzell Factor #3:** "the work actually performed by the lawyer: the skill, time  
13 and attention given to the work". The Plaintiffs attempt to set aside the Arbitration Award and to  
14 further litigate against the Defendants has required investment of a substantial amount of time  
15 and effort to prepare and provide a proper defense, including against motion practice initiated by  
16 the Plaintiffs. The fees and costs awarded were reasonably incurred in defending the actions  
17 taken by Plaintiffs in this matter as set forth in detail above.  
18

19 16. **Brunzell Factor #4:** "the result: whether the attorney was successful and what  
20 benefits were derived". Defendants were ultimately successful in upholding and enforcing the  
21 Arbitration Award, recognizing Wu as the procuring cause and thereby securing summary  
22 judgment in favor of the Defendants.  
23

24 17. While "good judgment would dictate that each of these factors be given  
25 consideration by the trier of fact and that no one element should predominate or be given undue  
26 weight," each factor strongly supports an award of attorneys' fees and costs in the favor of  
27 Defendants.  
28



1                   **IT IS HEREBY ORDERED, AJUDICATED, AND DECREED:**

2                   a.       That the September 18, 2018 Order is affirmed wherein Wu was determined the  
3                   procuring cause and the Arbitration Award was confirmed.

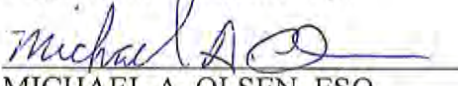
4                   b.       That the *Countermotion for Summary Judgment* is GRANTED

5                   c.       That the *Motion for Attorney's Fees and Costs* is GRANTED and that Attorney's  
6                   fees in the amount of \$21,435.00 and Costs in the amount of \$920.83 are hereby awarded  
7                   to Defendants.  
8

9  
10                   IT IS SO ORDERED this 19 <sup>MARCH</sup> of ~~FEBRUARY~~ 2019.  
11

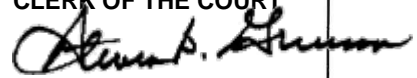
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13                     
14                   DISTRICT COURT JUDGE SS  
15                   ERIC JOHNSON  
16

17                   Prepared and submitted by:

18                     
19                   MICHAEL A. OLSEN, ESQ.  
20                   Nevada Bar No. 6076  
21                   THOMAS R. GROVER, ESQ.  
22                   Nevada Bar No. 12387  
23                   **GOODSELL & OLSEN, LLP**  
24                   Attorneys for Wayne Wu, Judith Sullivan,  
25                   Nevada Real Estate Corp. and Jerrin Chiu  
26  
27  
28



**EXHIBIT “3”**



**ORDR**

**R. DUANE FRIZELL, ESQ.**

Nevada Bar No. 9807

**FRIZELL LAW FIRM**

400 N. Stephanie St., Suite 265

Henderson, Nevada 89014

Office (702) 657-6000

Facsimile (702) 657-0065

[dfrizell@frizelllaw.com](mailto:dfrizell@frizelllaw.com)

*Attorney for Plaintiffs/*

*Counter-Defendants*

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA**

BETTY CHAN and ASIAN  
AMERICAN REALTY &  
PROPERTY MANAGEMENT,

Plaintiffs,

vs.

WAYNE WU; JUDITH SULLIVAN;  
NEVADA REAL ESTATE CORP.;  
JERRIN CHIU; and KB HOME  
SALES-NEVADA INC.;

Defendants.

§ CASE NO: A-16-744109-C

§ DEPT NO: 20

§ **Hearing Date: 1/22/2020**

§ **Hearing Time: 8:30 a.m.**

And All Related Claims

**ORDER ON PLAINTIFFS' MOTION TO FORMALLY RESOLVE MOTION FOR  
RECONSIDERATION AND TO CERTIFY JUDGMENT AS FINAL  
—AND—  
COUNTERMOTION FOR SUMMARY JUDGMENT  
ON ABUSE OF PROCESS CLAIM**

On January 22, 2020, the Court heard Plaintiffs' Motion to Formally Resolve Motion for Reconsideration and to Certify Judgment as Final (filed Jan. 7, 2020) [the "Motion to Resolve"] and Defendants' Countermotion for Summary Judgment on Abuse of Process Claim (filed Jan. 16, 2020) [the "Countermotion"]. Having reviewed the Motion to Resolve, the Countermotion, and the other pleadings and papers on file in this action, and having considered the arguments of counsel at the hearing, the Court finds just, good, and sufficient cause for GRANTING in part and DENYING in part the Motion to Resolve and for DENYING in all respects the

1 Countermotion. In this connection, the Court hereby enters the following Findings, Conclusions,  
2 and Order:

3 **FINDINGS OF FACT**

4 The Court hereby makes the following FINDINGS OF FACT:

5 1. On March 22, 2019, the Court ruled upon a separate countermotion and entered  
6 its Order Granting Defendants Countermotion for Summary Judgment and Attorney Fees and  
7 Costs ("MSJ Order").

8 2. On April 1, 2019, Plaintiffs, who were representing themselves *pro se* at the time,  
9 filed their Motion to Vacate Entry of Order or Motion for Extension of Time to File  
10 Reconsideration to the Entry of Order Granting Defendants Counter Motion for Summary  
11 Judgment and Attorney Fees and Costs ("Motion for Reconsideration").

12 3. In their Motion for Reconsideration, Plaintiffs sought only an extension of time to  
13 find a new attorney who could review this Court's MSJ Order and then file an actual motion for  
14 reconsideration on the merits. Plaintiffs requested two alternative means to achieve this end: (1)  
15 vacate the Summary Judgment Order for one month or (2) extend the time to file a motion for  
16 reconsideration on the merits. (Id.). Here are Plaintiffs' exact words:

17 ... Plaintiff Betty Chan and Asian American Realty and Property Management  
18 respectfully requests this Court to vacate the entry of order so Plaintiff can have a month  
19 to locate an attorney to review before the entry of order as originally ordered by the  
20 Court. Or in the alternative Plaintiff is requesting the Court to grant a reconsideration of  
21 the Order and allow extension of reconsideration time ... so that [Plaintiffs'] can locate a  
22 replacement attorney and put this reconsideration on hold until then if the request is  
23 granted.

24 4. The Court never ruled on the Motion for Reconsideration.

25 5. In the MSJ Order, this Court ruled "[t]hat the September 18, 2018 Order is  
26 affirmed wherein Wu was determined the procuring cause and the Arbitration Award was  
27 confirmed."

6. On April 22, 2019, Plaintiffs, who were still representing themselves *pro se*, filed their Notice of Appeal in this action.

7. When Plaintiffs filed their appeal, the counterclaim for abuse of process of Defendants Wayne Wu, Judith Sullivan, Nevada Real Estate Corp. and Jerrin Chiu (collectively “Defendants”) was still pending and had not yet been adjudicated.

8. On November 14, 2019, in the appeal, the Supreme Court issued an Order to Show Cause (“OSC”) as to why the appeal should not be dismissed because of the pending Motion for Reconsideration, which this Court had not “formally resolved.”

9. In the OSC, the Supreme Court stated that all that is required to cure the potential jurisdictional defect is “a written, file-stamped order resolving” the Motion for Reconsideration.

10. To the extent the foregoing Findings of Fact may be characterized as Conclusions of Law, they are hereby deemed to be such Conclusions.

## CONCLUSIONS OF LAW

The Court hereby makes the following CONCLUSIONS OF LAW:

A. As explained in the Supreme Court's OSC, the appeal may have been prematurely taken because of the Motion for Reconsideration, which Plaintiffs filed when they were representing themselves *pro se*. This Court may resolve issues relating to any such prematurity.

A premature notice of appeal does not divest the district court of jurisdiction.... If ... a written order or judgment, or a written disposition of the last-remaining timely motion listed in Rule 4(a)(4), is entered before dismissal of the premature appeal, the notice of appeal shall be considered filed on the date of and after entry of the order, judgment or written disposition of the last-remaining timely motion.

NRAP 4(a)(6). Thus, this Court may resolve the issue of appealability.

B. The Court concludes that it has jurisdiction and may rule upon the Motion for Reconsideration, and to that extent, Plaintiffs' Motion to Resolve should be GRANTED.

C. The Court concludes that, in substance and form, Plaintiffs' Motion for Reconsideration lacks merit, presents no new facts or law, and is therefore DENIED.

1 D. Because an appeal has been taken, the Court concludes that it does not have  
2 jurisdiction to adjudicate Defendants' counterclaim for abuse of process. *See Foster v. Dingwall*,  
3 126 Nev. 49, 52, 228 P.3d 453, 454-455 (2010) ("This court has repeatedly held that the timely  
4 filing of a notice of appeal "divests the district court of jurisdiction to act and vests jurisdiction  
5 in this court.""). Accordingly, Defendants' Countermotion should be DENIED.

6 E. Because the Court may not adjudicate Defendants' counterclaim for abuse of  
7 process, it also concludes that it may not certify the MSJ Order as being final as to all of  
8 Plaintiffs' and Defendants' claims and counterclaims under NRCP 54(b). *See Foster*, 126 Nev.  
9 at 52, 228 P.3d at 454-455. Therefore, to the extent that Plaintiffs' Motion seeks to have this  
10 Court so certify the MSJ Order, such Motion should be DENIED.

11 F. To the extent the foregoing Conclusions of Law may be characterized as Findings  
12 of Fact, they are hereby deemed to be such Findings.

#### 13 ORDER

14 IT IS THEREFORE ORDERED as follows:

15 i. Plaintiffs' Motion to Formally Resolve Motion for Reconsideration and to Certify  
16 Judgment as Final (filed Jan. 7, 2020) ["Motion to Resolve"] is hereby GRANTED in part and  
17 DENIED in part, as follows:

18 a. Plaintiffs' Motion to Resolve is GRANTED to the extent that it requests  
19 this Court to rule upon Plaintiff's previous Motion to Vacate Entry of  
20 Order or Motion for Extension of Time to File Reconsideration to the  
21 Entry of Order Granting Defendants Counter Motion for Summary  
22 Judgment and Attorney Fees and Costs (filed Apr. 1, 2019) ["Motion for  
23 Reconsideration"]; and

24 b. in all other respects, Plaintiff's Motion to Resolve is DENIED.

25 ii. Plaintiffs' Motion for Reconsideration is in all respects hereby DENIED.

1           iii.       Defendants' Countermotion for Summary Judgment on Abuse of Process Claim  
2 (filed Jan. 16, 2020) [the "Countermotion"] is in all respects hereby DENIED.

3           IT IS SO ORDERED.

4           Date: 2-14, 2020

5  
6  
7 

8           DISTRICT COURT JUDGE  
9           Case No. A-16-744109-C

10           ERIC JOHNSON

11           *Submitted by:*

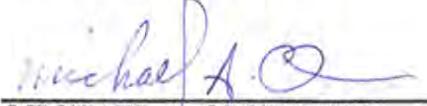
12           **FRIZELL LAW FIRM**  
13           400 N. Stephanie St., Suite 265  
14           Henderson, Nevada 89014

15           By:   
16           **R. DUANE FRIZELL, ESQ.**  
17           Nevada Bar. No 9807  
18           Attorney for Plaintiffs

19           Date: 2-10-2020

20           *Approved:*

21           **BLACKROCK LEGAL, LLC**  
22           10155 W. Twain Ave., Suite 100  
23           Las Vegas, NV 89147

24           By:   
25           **MICHAEL A. OLSEN, ESQ.**  
26           Nevada Bar No. 6076  
27           Attorney for Plaintiffs

28           Date: 2/7/20

**EXHIBIT “4”**

*Attorney for Plaintiffs/  
Counter-Defendants*



- 1           2.       The District Court's Order on Plaintiffs' Motion to Formally Resolve Motion for  
2                   Reconsideration and to Certify Judgment as Final (filed Mar. 10, 2020; notice of  
3                   entry served and filed Mar. 10, 2019); and  
4           3.       All prior court judgments, orders, rulings, and decisions which the District Court  
5                   has already entered in this action and as to which Plaintiffs are aggrieved parties  
6                   as of the date indicated below.  
7

8       DATED: April 6, 2020.

9                               Respectfully submitted,

10                              **FRIZELL LAW FIRM**  
11                              400 N. Stephanie St., Suite 265  
                                Henderson, Nevada 89014

12                              By: /s/ R. Duane Frizell  
13                              **R. DUANE FRIZELL, ESQ.**  
14                              Nevada Bar No. 9807  
15                              Attorney for Plaintiffs/  
16                              Counter-Defendants  
17  
18  
19  
20  
21  
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27  
28

**CERTIFICATE OF SERVICE**

I certify that on April 6, 2020, I caused the foregoing ***PLAINTIFFS' AMENDED NOTICE OF APPEAL*** to be served upon the following parties:

MICHAEL A. OLSEN, ESQ.

Nevada State Bar No. 6076

THOMAS R. GROVER, ESQ.

Nevada State Bar No. 12387

KEITH D. ROTSONG, ESQ.

Nevada State Bar No. 14944

BLACKROCK LEGAL, LLC

10155 W. Twain Ave., Suite 100

Las Vegas, Nevada 89147

*Attorneys for Defendants/Counterclaimants*

*Wayne Wu, Judith Sullivan, Nevada Real*

*Estate Corp., and Jerrin Chiu*

JANICE M. MICHAELS, ESQ.

Nevada State Bar No. 6062

WOOD SMITH HENNING & BERMAN, LLP

2881 Business Park Court, Suite 200

Las Vegas, Nevada 89128

*Attorney for Defendant*

*KB Home Sales-Nevada Inc.*

By causing a full, true and correct copy thereof to be sent, together with any and all exhibits and other attachments, by the following indicated method(s):

by mailing in a sealed, first-class postage-prepaid envelope, addressed to the above listed individuals, and deposited with the United State Postal Service;

X by electronic service through the Eighth Judicial District e-file/e-serve service;

by hand delivery;

by faxing to the attorney at his/her last known fax number;

by electronic mail to the last known e-mail address of the attorney/the party.

/s/ R. Duane Frizell

**R. DUANE FRIZELL, ESQ.**

Nevada Bar No. 9807

*Attorney for Plaintiffs/*

*Counter-Defendants*

**EXHIBIT “5”**

Odyssey File & Serve - View Envelope | <https://www.clarkcountycourts.us>

nevada.tylerhost.net/OfsWeb/Envelope/AddOrEdit?Id=3167656&activityMode=ViewFilingDetails

Apps Blackrock Legal - D... My account - Neva... Records Search &... QuickBooks Login ~... Odyssey File & Serv... EFAX Eighth Judicial Distr... <https://www.clarkco...> SilverFlume

**ODYSSEY eFileNV** Go To Assist Show Me How To...

File Name	Description	Security	Download
20180918_NEOJ_Notice of Entry of Order to Deny WU.pdf 2.03 MB	Notice of Entry of Order - NEOJ (CIV)		Original File Court Copy

**eService Details**

Status	Name	Firm	Served	Date Opened	Log
Sent	Todd E. Kennedy	Kennedy & Couvillier	<input checked="" type="checkbox"/>	11/7/2018 1...	<a href="#">View Log</a>
Sent	Todd E. Kennedy	Kennedy & Couvillier	<input checked="" type="checkbox"/>	Not Opened	<a href="#">View Log</a>
Sent	Michael A Olsen	Goodsell & Olsen	<input checked="" type="checkbox"/>	Not Opened	<a href="#">View Log</a>
Sent	Michael A Olsen	Goodsell & Olsen	<input checked="" type="checkbox"/>	Not Opened	<a href="#">View Log</a>
Sent	Michael A Olsen	Goodsell & Olsen	<input checked="" type="checkbox"/>	Not Opened	<a href="#">View Log</a>
Sent	Michael A Olsen	Goodsell & Olsen	<input checked="" type="checkbox"/>	Not Opened	<a href="#">View Log</a>
Sent	Judy Wisotsky	Wood, Smith, Henning & Berman, ...	<input checked="" type="checkbox"/>	9/18/2018 2...	<a href="#">View Log</a>
Sent	Daniel Ormsby		<input checked="" type="checkbox"/>	Not Opened	<a href="#">View Log</a>
Sent	Janice M. Michaels		<input checked="" type="checkbox"/>	9/18/2018 1...	<a href="#">View Log</a>
Sent	Laura Myers		<input checked="" type="checkbox"/>	Not Opened	<a href="#">View Log</a>

1 - 10 of 16 items

Odyssey File & Serve - View Envelope | <https://www.clarkcountycourts.us>

nevada.tylerhost.net/OfsWeb/Envelope/AddOrEdit?Id=3165926&activityMode=ViewFilingDetails

Apps Blackrock Legal - D... My account - Neva... Records Search &... QuickBooks Login ~... Odyssey File & Serv... EFAX Eighth Judicial Distr... <https://www.clarkco...> SilverFlume

**ODYSSEY eFileNV** Go To Assist Show Me How To...

File Name	Description	Security	Download
20180918-ORD_Order Denying Motion.pdf 1.43 MB	Order - ORDR (CIV)		Original File Court Copy

**eService Details**

Status	Name	Firm	Served	Date Opened	Log
Sent	Todd E. Kennedy	Kennedy & Couvillier	<input checked="" type="checkbox"/>	9/18/2018 1...	<a href="#">View Log</a>
Sent	Todd E. Kennedy	Kennedy & Couvillier	<input checked="" type="checkbox"/>	11/7/2018 1...	<a href="#">View Log</a>
Sent	Michael A Olsen	Goodsell & Olsen	<input checked="" type="checkbox"/>	Not Opened	<a href="#">View Log</a>
Sent	Michael A Olsen	Goodsell & Olsen	<input checked="" type="checkbox"/>	Not Opened	<a href="#">View Log</a>
Sent	Michael A Olsen	Goodsell & Olsen	<input checked="" type="checkbox"/>	9/18/2018 1...	<a href="#">View Log</a>
Sent	Michael A Olsen	Goodsell & Olsen	<input checked="" type="checkbox"/>	9/18/2018 1...	<a href="#">View Log</a>
Sent	Judy Wisotsky	Wood, Smith, Henning & Berman, ...	<input checked="" type="checkbox"/>	9/18/2018 1...	<a href="#">View Log</a>
Sent	Daniel Ormsby		<input checked="" type="checkbox"/>	Not Opened	<a href="#">View Log</a>
Sent	Janice M. Michaels		<input checked="" type="checkbox"/>	Not Opened	<a href="#">View Log</a>
Sent	Laura Myers		<input checked="" type="checkbox"/>	Not Opened	<a href="#">View Log</a>

1 - 10 of 16 items

**EXHIBIT “6”**

6/29/2016

Gmail - (no subject)



Betty Chan <aaroffer@gmail.com>

---

(no subject)

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7025951268@mms.att.net <7025951268@mms.att.net>

Fri, Feb 5, 2016 at 6:01 PM

To: aaroffer@gmail.com

Honestly from day one i met you my focus is not on the commission, i felt insulted and humiliated, another agent dared challenge me and he really do not know who i am. I have been really sad more than i am angry. Last night i read many court cases. Even though my card was disappeared, it wont hurt me winning. I liked to teach them a lesson. Life is not about money. So happen i do have few hundred thousand in hand that i can use. If they are willing to go along with me to spend equal amount of money, then I will be very happy to play their game. I got my direction last nite, so i felt peaceful now. All i need KB to understand I dont hate KB for this, and i need them to work with me on my plan. Jana, i dont blame you either and take care of yourself.

9-8  
1-9  
1/1

**EXHIBIT “7”**



April 27, 2018

Nevada Real Estate Corp.  
Mr. Wayne Wu (Agent) and  
Judith Sullivan (Broker)  
3512 Wynn Road  
Las Vegas, NV 89103

VIA EMAIL and CERTIFIED MAIL

**RE: Arbitration Case #16201A**

Dear Mr. Wayne Wu,

Enclosed is a amended letter referencing the actual Award of Arbitrators decision for the above-referenced case. Please reference the "Award of Arbitrators" that actually states that \$3,448.83 to be paid by Respondent to Complainant, and the remaining \$10,346.49 be paid to Respondent from the title company.

**The award must be paid no later than 5:00 p.m. on May 7, 2018,** either directly to the Respondent or to the Greater Las Vegas Association of REALTORS®. The funds will be deposited in a GLVAR escrow account and are held by GLVAR pending the outcome of a procedural review and/or legal challenge. A request for procedural review must be filed within twenty (20) days of the award. Alternatively, a notice of legal challenge must be received within that same twenty (20) day period.

**The appeal period runs until 5:00 p.m. on May 17, 2018.** If no appeal is received by that date at the offices of the Greater Las Vegas Association of REALTORS®, 6360 S Rainbow Blvd., Las Vegas, NV 89118, a letter will be sent to all named parties and the file will be closed.

Please note our new location at 6360 S. Rainbow Boulevard, Las Vegas, NV 89118. If you should have any questions, please feel free to contact me.



**GREATER LAS VEGAS ASSOCIATION OF REALTORS®**

*The Voice for Real Estate in Southern Nevada*

~~1750 E. Sahara Avenue~~ • Las Vegas, Nevada • ~~89104~~ • (702)784-5000 • FAX: (702)784-5060



[www.LasVegasRealtor.com](http://www.LasVegasRealtor.com)





Thank you for participating in the Arbitration process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ingrid Trillo", is written over the typed name.

Ingrid Trillo, Director  
GLVAR Professional Standards

Enclosures:

- A12 Award of Arbitrators
- A13 (Appeal) Request for Procedural Review (Arbitration)
- A7 Notice of Right to Challenge Tribunal Members  
Designation of Counsel

Cc: Todd Kennedy, Esq., Black & Lobello  
Michael Olsen, Esq., GoodsellOlsen  
Judith Sullivan, Esq., Nevada Real Estate Corp  
Betty Chan-Broker, Asian American Realty



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Form #A-12

Greater Las Vegas Association of REALTORS®  
1750 E Sahara Ave  
Las Vegas, NV 89109  
702-784-5000

Case #16201A

Award of Arbitrators

The undersigned, duly appointed as the Hearing Panel to hear and determine an arbitrable dispute between

Betty Chan, Asian American Realty and Wayne Wu and Judith Sullivan, Nevada Real Estate Corp

Complainant

Respondent

certify that on April 17th, 2018, we heard the evidence of the parties and having heard all the evidence and arguments of the parties, a majority of the panel finds there is due and owing \$3,448.83 to be paid by Respondent to


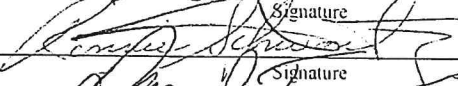
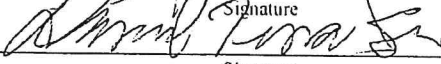
Complainant. The non-prevailing party must, within ten (10) days following transmittal of the award, either (1) pay the award to the party(ies) named in the award or (2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or to deposit the funds in the escrow or trust account within this time period may be considered a violation of a membership duty and may subject the member to disciplinary action at the discretion of the Board of Directors.

The deposits of the parties shall be used to cover the costs of arbitration or shall go into the general operating funds of the Association of REALTORS®. In the event the award of the arbitrators is in an amount other than that requested by any of the parties, the disposition of the deposits shall be directed by the arbitrators.

Requests for procedural review of the arbitration hearing procedures must be filed in writing with the President within twenty (20) days after the award has been transmitted to the parties\* and must be accompanied by a deposit of \$250.00. \*\*The request for procedural review must cite the alleged procedural deficiencies or other irregularities the party believes constitute a deprivation of due process. If no procedural review is filed within twenty (20) days following transmittal of the award and the non-prevailing party does not notify the Professional Standards Administrator that a legal challenge to the validity of the award has been initiated during that time, the award will be paid from the escrow or trust account. If a procedural review request is timely filed and the award is confirmed by the directors following the procedural review, the award will be paid from the escrow or trust unless the non-prevailing party advises the association in writing within fifteen (15) days from the transmittal of the directors' confirmation that a suit challenging the validity of the award has been filed. If the directors invalidate the award, the funds shall be returned to the individual who made the deposit.

Dated: April 17th, 2018

Arbitrators:

<u>Keith Lynam (Chair)</u>		Chairperson
Type/Print	Signature	
<u>Ronnie Schwartz</u>		Panel Member
Type/Print	Signature	
<u>David Tina Sr.</u>		Panel Member
Type/Print	Signature	
Type/Print	Signature	Panel Member
Type/Print	Signature	Panel Member

Many arbitration hearings are convened to determine questions of procuring cause. For purposes of arbitration conducted by Boards and Associations of REALTORS®, procuring cause is considered to be the initiation of the unbroken chain of causal events that results in a successful transaction, defined as a sale that closes or a lease that is executed.

(Revised 05/15)

\*Award becomes final twenty (20) days from the date the award is transmitted absent a procedural review request being filed.

\*\*Appeal deposits Can Not exceed \$500.

Greater Las Vegas Association of REALTORS®  
1750 E Sahara Ave  
Las Vegas, NV 89109  
702-784-5000

Request for Procedural Review (Arbitration)  
Case #16201A

To the President of the Greater Las Vegas Association of REALTORS®

In the case of: Betty Chan (Broker) Asian American Realty vs. Wayne Wu (Agent), Judith Sullivan (Broker)  
Complainant Respondent

I (we), \_\_\_\_\_, do hereby request a procedural review of the arbitration hearing procedures in the above-cited case before the Board of Directors of the \_\_\_\_\_.

NOTE: The Directors will not hear an appeal on the merits of the arbitration award. A request for procedural review must be based on allegation(s) of procedural deficiency or other irregularities which may have deprived a party of due process.

My (our) request is based on the following:

(Set forth in reasonable detail [narrative] the facts which support the request for review. Attach narrative to request form if the narrative exceeds the space below. The procedural review request must be accompanied by a deposit in the amount of \$ 250.00 \* made payable to the Greater Las Vegas Association of Realtors ®.

---

---

---

NOTE: Only those facts and issues raised in this written request will be considered by the Board of Directors at the procedural review hearing.

Dated: \_\_\_\_\_

Name (Type/Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name (Type/Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

(Revised 5/05)

\*Not to exceed \$500.

**Greater Las Vegas Association of REALTORS®**  
**1750 E Sahara Ave**  
**Las Vegas, NV 89109**

CASE NO.:

**Notice of Right to Challenge Tribunal Members\***

Notice is given herewith to parties in the matter of \_\_\_\_\_ vs. \_\_\_\_\_, an ethics proceeding, that a party has a right to challenge the qualifications of any individual who may be appointed to serve on a Hearing Panel or the Board of Directors. A list of such individuals is provided below. If you wish to challenge the qualifications of any of the individuals listed who may be appointed to sit on the Tribunal, please indicate by checking the appropriate blank, and return this form or a copy of same with a letter (or enclosed Form #A-8, if preferred) to the (Professional Standards Committee Chairperson) (Professional Standards Administrator) explaining your reason ("cause") for challenge. If your reason is deemed sufficient to support your challenge, the individual challenged will not be appointed to the Tribunal. Pursuant to Section 27, Qualification for Tribunal, challenges must be filed with the Board within ten (10) days from the date the list of names is transmitted.

Brian Tod Barton	Tina Helleberg	Dale E Puhl	BOD Appeal Process	
Vandana Bhalla	Melissa Jones	Di Redman-Wolfgang	Christopher Bishop	Amber Diskin
Honey Borla	Jean Sharon Jones	Linda Rheinberger	Janet Carpenter	Tim Kelly Kiernan
Kathryn Bovard	Patty Kelley	Bradford Roberts	Krystal Sherry	Aldo M. Martinez
Teri Brenkus	Keith Kelley	Louise Rozich	Thomas Blanchard	Christopher McGarey
Rick Brenkus	Joan Kuptz	Ronnie Schwartz	David J. Tina	Mark Sivek
Damon Caldwell	Donald Lainer	Carol Severe	Jillian Batchelor	Chantel Tilley
Teresa Chapman	Patrick Leibovici	Susan Sippel	David Crete	Julie Youngblood
Elaine Christensen	Keith Lynam	Nora Slagle	Shawn Cunningham	Shyla Magee
Roz Cobb	Charles Martin	Linda Stegall		
Peggy Cook	Patrick Martino	Roger Stein		
Charles Doty	Ashley McCormick	Oana Sterlacci		
Candace Doyle	JC Melvin	David Tina		
Ross Fabrizio	Eric Mendoza	Tommy Uribe		
Mina Farah	Michele Mitemiller	Cheryl A Van Elsis		
Deirdre Felgar	Fafie Moore	Darryl Victorian		
Iddo Gavish	Eileen S. Pettengill	Susann Weisse		
Ernest Gonzales	Jacqueline Porter	Robyn Yates		

\_\_\_\_\_ Challenge: \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_ Challenge: \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_ Challenge: \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_ Challenge: \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_ Challenge: \_\_\_\_\_ Yes \_\_\_\_\_ No

_____	_____	_____
Party's Name (Type/Print)	Party's Signature	Date
_____	_____	_____
Party's Name (Type/Print)	Party's Signature	Date

Greater Las Vegas Association of REALTORS®  
6360 S Rainbow Boulevard, Las Vegas, NV 89118  
(702) 784-5052

DESIGNATION OF COUNSEL  
(Arbitration)

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

CASE NUMBER: \_\_\_\_\_

COMPLAINANT(S):

RESPONDENT(S):

\_\_\_\_\_. v. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ *I do not wish to designate counsel at this time*

OR

☐ I, \_\_\_\_\_, do hereby designate the following counsel for representation in all aspects of these proceedings (please check one):

☐ Legal Counsel

☐ REALTOR® Counsel

Counsel Name: \_\_\_\_\_

Firm/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

The Greater Las Vegas Association of REALTORS® is requested to send copies of any and all future notices and other documents pertaining to this case to the above and the undersigned does hereby designate said counsel as his/her agent and spokesman in these proceedings.

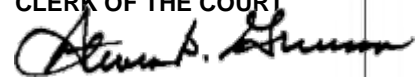
Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

**EXHIBIT “8”**



**CSERV**  
MICHAEL A. OLSEN, ESQ.  
Nevada Bar No. 6076  
THOMAS R. GROVER, ESQ.  
Nevada Bar No. 12387

**Goodsell & Olsen, LLP**  
10155 W. Twain Ave., Suite 100  
Las Vegas, Nevada 89147  
Tel: (702) 869-6261  
Fax: (702) 869-8243

*Attorneys for Defendants/Counterclaimants*  
*Wayne Wu, Judith Sullivan, Nevada Real Estate Corp.*  
*and Jerrin Chiu*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

BETTY CHAN and ASIAN AMERICAN  
REALTY & PROPERTY MANAGEMENT,

) Case No: A-16-744109-C

) Dept. No: XX

Plaintiffs/Counterclaimants,  
v.

**CERTIFICATE OF SERVICE**

WAYNE WU, JUDITH SULLIVAN,  
NEVADA REAL ESTATE CORP., JERRIN  
CHIU, KB HOME SALES - NEVADA INC.,

Defendants/Counterclaimants.

I hereby certify that on September 21st, 2018, I served a copy of the **NOTICE OF ENTRY OF ORDER DENYING MOTION TO VACATE OR MODIFY ARBITRATION AWARD** was served via electronic service pursuant to Administrative Order 14-2 and NEFCR 9 upon those parties on the master service list:

///

///

///

1 Thomas R Grover

tom@goodsellolsen.com

2 Roman Harper

roman@goodsellolsen.com

3 Michael A Olsen

mike@goodsellolsen.com

4 Keith Routsong

keith@goodsellolsen.com

5 Christine Manning

legalassistant@goodsellolsen.com

6 Julian Campbell

julian@goodsellolsen.com

7 and a copy of the same was deposited in the U.S. Mail, on September 21st, 2018, postage  
8 prepaid, addressed to:

9 Todd Kennedy  
10 3271 E. Warm Springs Rd.  
11 Las Vegas, NV 89120

Janice Michaels  
2881 Business Park Court  
Suite 200

  
An Employee of Goodsell & Olsen



**EXHIBIT “9”**

10155 West Twain Avenue, Suite 100  
Las Vegas, NV 89147 US



# Invoice

## BILL TO

Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE		ENCLOSED
11420	06/24/2019	\$5,273.50		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
05/01/2019	<b>Keith Routsong:Contingency</b> Research case law and statutes for issue with opposing party representing her corporation in the appeal. Review filings re: motion to reconsider.	250.00	1:42	425.00
05/01/2019	<b>Christine Manning:Contingency</b> Prepared Certificate of Service for Notice: Prepared mailings: Electronically filed and served documents to the court.	0.00	0:18	0.00
05/03/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Follow up on status of appeal; review whether Bond has been posted.	450.00	0:30	225.00
05/06/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review deadlines on appeal, including request for transcripts; look at what issues are actually appealable.	450.00	0:48	360.00
05/07/2019	<b>Keith Routsong:Contingency</b> Review bond filing and status of supreme court case, specifically whether opposing counsel has made appearance on behalf of opposing party.	250.00	0:12	50.00
05/07/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review and respond to email from Duane Frizzell, Esq., follow up on appealable issues.	450.00	0:48	360.00
05/13/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Place call to opposing counsel re: appeal and transcripts.	450.00	0:24	180.00
05/15/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review and respond to email from opposing counsel re: transcript for appeal; place calls to opposing counsel.	450.00	0:30	225.00
05/17/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Conference with clients	450.00	1:06	495.00
05/21/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review filings from the Supreme Court re: matter being transferred to Mandatory Supreme Court Settlement conference; review transcripts from prior hearings.	450.00	0:48	360.00
05/24/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Conference with associate re: outline for mediation brief	450.00	0:48	360.00
05/28/2019	<b>Keith Routsong:Contingency</b> Reviewed supreme court filing re: confidential supreme court settlement statement. Began drafting the same.	250.00	0:36	150.00
05/28/2019	<b>Keith Routsong:Contingency</b> Instructed paralegal to calendar various deadlines with the supreme court.	250.00	0:12	50.00

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
05/29/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review status of research re: whether order is even appealable; review strategy for upcoming mediation.	450.00	0:48	360.00
05/31/2019	<b>CLIENT COST REIMBURSEMENTS:Court Filing Fee-Wiznet</b> Electronic Filing Fees	3.50	1	3.50
05/31/2019	<b>Julian Campbell:\$100</b> Prepared Amended Retainer Agreement	100.00	0:42	70.00
05/31/2019	<b>CLIENT COST REIMBURSEMENTS:Westlaw Research</b> Westlaw Online Legal Research	11.00	1	11.00

BALANCE DUE

\$3,684.50

10155 West Twain Avenue, Suite 100  
Las Vegas, NV 89147 US



# Invoice

## BILL TO

Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE		ENCLOSED
12270	04/20/2020	\$4,350.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
06/05/2019	<b>Keith Routsong:Contingency</b> Reviewed settlement statement deadline and supreme court filing. Left a message with settlement judge re: the same.	250.00	0:36	150.00
06/05/2019	<b>Keith Routsong:Contingency</b> Phone call with settlement judge re: due date for settlement statement. Follow up with Julian and MAO re: no due date tomorrow.	250.00	0:18	75.00
06/11/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review status of appeal: case appeal statement: conference with associate re: [REDACTED]	450.00	0:48	360.00
06/12/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review strategy for appeal; work on setting date and time for conference with supreme court settlement judge.	450.00	0:36	270.00
06/13/2019	<b>Keith Routsong:Contingency</b> Review notice of appeal and case appeal statement to determine what, exactly, is being appealed. Review statutes for cross-appeal for attorney fees. Compose email to MAO re: the same.	250.00	1:12	300.00
06/13/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review case in preparation for settlement conference.	450.00	0:42	315.00
06/14/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Attend conference call with Supreme Court Settlement Judge; update client re: same.	450.00	0:48	360.00
06/18/2019	<b>Keith Routsong:Contingency</b> Drafted factual portion of confidential settlement statement. Began drafting first legal argument for settlement statement.	0.00	1:54	0.00
06/18/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Conference with paralegal re: [REDACTED] re: new arguments for settlement brief.	450.00	0:36	270.00
06/19/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review strategy for settlement; follow up with client re: [REDACTED]	450.00	0:42	315.00
06/21/2019	<b>Keith Routsong:Contingency</b> Finished drafting first legal argument for confidential settlement statement. Began drafting second legal argument.	250.00	1:54	475.00
06/21/2019	<b>Keith Routsong:Contingency</b> Reviewed docketing statement to ascertain which order, exactly is being reviewed. Reviewed pleadings to determine whether issues are appeal-able. Began drafting legal argument re: the same.	0.00	1:42	0.00
06/21/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Confirm appeal of Order is improper based upon research; review motion to dismiss options.	450.00	0:24	180.00
06/24/2019	<b>Keith Routsong:Contingency</b> Added additional argument re: attorney's fees. Conducted edits of first argument for conciseness and space. Finalized third legal argument for timeliness.	250.00	1:54	475.00
06/24/2019	<b>Keith Routsong:\$250</b> Drafted weakest portion of arguments, drafted conclusion. Compiled and redacted exhibits.	250.00	1:36	400.00
06/25/2019	<b>Keith Routsong:Contingency</b> Review and incorporate edits made by MAO in Confidential	250.00	0:18	75.00

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
06/26/2019	Settlement Statement. <b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review status settlement brief.	450.00	0:24	180.00
06/27/2019	<b>Keith Routsong:Contingency</b> Final edits for settlement statement. Instructions to paralegals to send to settlement judge before deadline.	250.00	0:36	150.00

BALANCE DUE

\$4,350.00

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Las Vegas, NV 89147 US



## Invoice

**BILL TO**

Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE			ENCLOSED
12271	04/20/2020	\$720.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
07/03/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review email from settlement judge indicating that Settlement Conference must be moved; review dates for availability.	450.00	0:36	270.00
07/08/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review final outline for settlement brief: discuss strategy re: [REDACTED]	450.00	0:30	225.00
07/26/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Follow up on getting all clients [REDACTED]	450.00	0:30	225.00
07/30/2019	<b>Christine Manning:Contingency</b> Correspondence and phone call with Wayne [REDACTED]	0.00	0:12	0.00

BALANCE DUE

**\$720.00**

10155 West Twain Avenue, Suite 100  
Las Vegas, NV 89147 US



# Invoice

## BILL TO

Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE		ENCLOSED
12272	04/20/2020	\$6,123.46		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
08/01/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Follow up on settlement brief; review strategy for upcoming mediation; review which Order can be challenged.	450.00	1:06	495.00
08/05/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Set call with mediator Jim Kohl, commence compilation of documents and exhibits to be used at mediation.	450.00	0:48	360.00
08/06/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review Settlement brief and all recently filed pleadings and exhibits and mark them up for settlement conference.	450.00	2:18	1,035.00
08/06/2019	<b>Christine Manning:\$100</b> Prepared binder for hearing.	100.00	0:42	70.00
08/07/2019	<b>Keith Routsong:Contingency</b> Began research on timeliness of opposing party's appeal, specifically, whether the order constituted a final order.	250.00	0:24	100.00
08/07/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Travel to and attend settlement conference.	450.00	5:12	2,340.00
08/08/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review strategy for filing of [REDACTED]	450.00	1:06	495.00
08/12/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review strategy for getting [REDACTED]	450.00	0:36	270.00
08/15/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review strategy for case: [REDACTED]	450.00	0:54	405.00
08/19/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Follow up on strategy for MSJ [REDACTED]	450.00	0:48	360.00
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
08/31/2019	<b>CLIENT COST REIMBURSEMENTS:Westlaw Research</b> Westlaw Online Legal Research	13.46	1	13.46

BALANCE DUE

**\$5,943.46**

10155 West Twain Avenue, Suite 100  
Las Vegas, NV 89147 US



# Invoice

**BILL TO**

Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE		ENCLOSED
12273	04/20/2020	\$2,335.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
09/03/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Follow up with associate re: [REDACTED]	450.00	0:30	225.00
09/13/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Legal research re: final appealable orders: look at arguments [REDACTED]	450.00	2:06	945.00
09/16/2019	<b>Keith Routsong:Contingency</b> Reviewed status of case to determine whether MSJ can be filed. Began basic drafting of MSJ.	250.00	0:42	175.00
09/16/2019	<b>Keith Routsong:Contingency</b> Began drafting factual portion of Motion to Dismiss and legal argument.	250.00	0:54	225.00
09/18/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Follow up on getting settlement judge to submit report to the Supreme Court so we can proceed with getting appeal dismissed.	450.00	0:36	270.00
09/24/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Continue work on getting appeal dismissed: review legal research re: [REDACTED]	450.00	1:06	495.00

BALANCE DUE

**\$2,335.00**



10155 West Twain Avenue, Suite 100  
Las Vegas, NV 89147 US



# Invoice

**BILL TO**

Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE		ENCLOSED
12274	04/20/2020	\$1,030.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
10/14/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review case status and strategy: [REDACTED]	450.00	0:54	405.00
10/15/2019	<b>Keith Routsong:Contingency</b> Review case status and email settlement judge's assistant to follow up on settlement report.	250.00	0:18	75.00
10/18/2019	<b>Keith Routsong:Contingency</b> Research for Motion to Dismiss, specifically statutes/ rules/ cases for appeals/ final orders.	250.00	1:18	325.00
10/18/2019	<b>Keith Routsong:Contingency</b> Drafting of Motion to dismiss - revisions to older draft and additional language about final order.	250.00	0:54	225.00
10/28/2019	<b>Keith Routsong:Contingency</b> Research case law on limitation that appeals must be to final orders.	0.00	1:12	0.00
10/29/2019	<b>Keith Routsong:Contingency</b> Began drafting legal argument that appeal is not to a final order.	0.00	0:48	0.00
10/31/2019	<b>Keith Routsong:Contingency</b> Completed mandatory settlement review.	0.00	0:12	0.00

BALANCE DUE

**\$1,030.00**

10155 West Twain Avenue, Suite 100  
Las Vegas, NV 89147 US



# Invoice

## BILL TO

Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE		ENCLOSED
12275	04/20/2020	\$3,935.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
11/05/2019	<b>Keith Routsong:Contingency</b> Finished drafting legal argument that the order on appeal is not a final order.	250.00	1:12	300.00
11/06/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Continue legal research on dismissal of appeal; [REDACTED]	450.00	0:48	360.00
11/06/2019	<b>Keith Routsong:Contingency</b> Revised legal argument that appeal cannot be taken regarding sufficiency of arb. award to include corresponding citations to docket statement.	250.00	0:48	200.00
11/06/2019	<b>Keith Routsong:Contingency</b> Research cases under Uniform Arbitration Act adopted in Nevada. Draft legal argument, re: the same.	250.00	1:12	300.00
11/06/2019	<b>Keith Routsong:Contingency</b> Revised legal argument that order is not final to comply with language in uniform arbitration act.	250.00	0:36	150.00
11/07/2019	<b>Keith Routsong:Contingency</b> Research case law opposing jurisdiction pursuant to NRS 38.247(1)(c).	250.00	1:24	350.00
11/07/2019	<b>Keith Routsong:Contingency</b> Incorporated new case into legal argument. Drafted additional legal argument re: dismissal.	250.00	2:18	575.00
11/07/2019	<b>Keith Routsong:Contingency</b> Drafted conclusion. Conducted final proof reading.	250.00	1:06	275.00
11/14/2019	<b>THOMAS R. GROVER, ESQ.:\$350</b> Review Order to Show Cause and relevant rules.	350.00	0:12	70.00
11/14/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review Order to Show Cause from the Supreme Court; [REDACTED]	450.00	0:30	225.00
11/15/2019	<b>Keith Routsong:Contingency</b> Review order to show cause issued by the Supreme Court. Begin research on additional jurisdictional issue raised by Supreme Court.	250.00	1:30	375.00
11/18/2019	<b>Keith Routsong:Contingency</b> Review record to determine whether disposition had been handed down for motion for reconsideration. [REDACTED] [REDACTED] Review April 1, 2019 Motion for Reconsideration.	250.00	0:30	125.00
11/22/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review email from opposing counsel re: appeal issues.	450.00	0:18	135.00
11/26/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review and respond to email re: appeal and intention re: MSJ.	450.00	0:30	225.00
11/29/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review discovery plan once case has been remanded.	450.00	0:36	270.00

BALANCE DUE

**\$3,935.00**

10155 West Twain Avenue, Suite 100  
Las Vegas, NV 89147 US



# Invoice

## BILL TO

Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE		ENCLOSED
12276	04/20/2020	\$4,055.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
12/03/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Commence work on outline for Motion for Summary judgment on counterclaims.	450.00	1:24	630.00
12/05/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review and respond to email from opposing counsel re: finality of order.	450.00	0:18	135.00
12/11/2019	<b>Keith Routsong:Contingency</b> Reviewed notice of hearing filed by court clerk.	250.00	0:12	50.00
12/11/2019	<b>Vicki Pyne:Contingency</b> Reviewed and imported Notice of Hearing regarding status check of appeal electronically filed with the Court	150.00	0:12	30.00
12/17/2019	<b>Vicki Pyne:Contingency</b> Reviewed and imported Reply to Response to Order to Show Cause and Alternative Request for Leave and Additional Time to Cure Any Jurisdictional Defendant by Stipulation, Motion, or Order in the District Court electronically filed with the Nevada Supreme Court	150.00	0:12	30.00
12/17/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review pleading filed by opposing counsel; discuss argument for reply brief with associate.	450.00	0:48	360.00
12/18/2019	<b>Keith Routsong:Contingency</b> Reviewed content of draft motion to dismiss to determine portions relevant to reply. Began basic drafting of Reply to Response to order to show cause.	250.00	0:54	225.00
12/19/2019	<b>Keith Routsong:Contingency</b> Reviewed case law cited by Supreme Court. Began researching effect of minute order.	250.00	1:12	300.00
12/19/2019	<b>Keith Routsong:Contingency</b> Revised factual portion of Motion to Dismiss to fit reply to Order to Show Cause.	250.00	0:36	150.00
12/20/2019	<b>Keith Routsong:Contingency</b> Revised order of arguments presented in Reply to Motion to Dismiss. Drafted legal argument re: [REDACTED]	250.00	2:06	525.00
12/20/2019	<b>Keith Routsong:Contingency</b> Finished researching and review case law re: effect of minute order.	250.00	0:54	225.00
12/20/2019	<b>Keith Routsong:Contingency</b> Drafted legal argument re: [REDACTED]	250.00	1:06	275.00
12/20/2019	<b>Keith Routsong:Contingency</b> Drafted legal argument against additional time to correct deficiencies. Proof read and finalized reply. Sent to MAO for review. Instructed paralegal to calendar deadline.	250.00	1:12	300.00
12/24/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review strategy and outline for response to Order to Show Cause.	450.00	0:30	225.00
12/30/2019	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Continue work on outline for response brief on appeal; review whether lower court ruled on abuse of process.	450.00	1:06	495.00

BALANCE DUE

**\$3,955.00**



**BLACKROCK**  
LEGAL

**BILL TO**

Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE			ENCLOSED
12277	04/20/2020	\$5,993.72			

[illegible]

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
	[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
01/27/2020	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Follow up on proposed Order; review status of supreme court case.	450.00	0:36	270.00
01/31/2020	<b>CLIENT COST REIMBURSEMENTS:Court Filing Fee-Wiznet</b> Electronic Filing Fees	3.50	2	7.00
01/31/2020	<b>CLIENT COST REIMBURSEMENTS:Postage</b> Postage	0.80	1	0.80
01/31/2020	<b>CLIENT COST REIMBURSEMENTS:Westlaw Research</b> Westlaw Online Legal Research	16.92	1	16.92

BALANCE DUE

**\$1,385.62**



10155 West Twain Avenue, Suite 100  
Las Vegas, NV 89147 US



# Invoice

**BILL TO**

Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE			ENCLOSED
12278	04/20/2020	\$966.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
02/13/2020	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Follow up on status of supreme court decision on whether case can proceed.	450.00	0:24	180.00
02/28/2020	<b>CLIENT COST REIMBURSEMENTS:Postage</b> Postage	1.00	1	1.00

BALANCE DUE

**\$181.00**

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Las Vegas, NV 89147 US



# Invoice

**BILL TO**

Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE		ENCLOSED
12279	04/20/2020	\$755.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
03/10/2020	<b>Keith Routsong:Contingency</b> Review show cause order filed by Supreme Court. Instructed paralegal to calendar accordingly.	250.00	0:30	125.00
03/16/2020	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review strategy for moving forward on case if appeal is dismissed.	450.00	0:48	360.00
03/25/2020	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Follow up on status of getting ruling from Supreme Court on Order to show cause.	450.00	0:36	270.00

BALANCE DUE

**\$755.00**

10155 West Twain Avenue, Suite 100  
Las Vegas, NV 89147 US



# Invoice

## BILL TO

Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE		ENCLOSED
12280	04/20/2020	\$3,565.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
04/06/2020	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review and analysis of Amended Notice of Appeal; instruct associate to review whether the same is procedurally proper.	450.00	0:36	270.00
04/06/2020	<b>Keith Routsong:Contingency</b> Review amended notice of appeal.	250.00	0:12	50.00
04/07/2020	<b>Keith Routsong:Contingency</b> Review of response to order to show cause filed by opposing counsel.	250.00	1:00	250.00
04/07/2020	<b>Keith Routsong:Contingency</b> Began drafting facts for response.	250.00	0:36	150.00
04/07/2020	<b>Keith Routsong:Contingency</b> Began reviewing case law and status of service of previous orders in preparation for drafting legal arguments.	250.00	1:12	300.00
04/07/2020	<b>Keith Routsong:Contingency</b> Began drafting legal argument that service of the Notice of Entry of Orders were served properly.	250.00	1:00	250.00
04/07/2020	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review in detail amended Notice of Appeal; follow up with associate re; objection to the same; review Response to Order to Show Cause; follow up with associate re: arguments in response.	450.00	0:54	405.00
04/08/2020	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review and analysis of arguments for reply to Supreme Court.	450.00	0:42	315.00
04/08/2020	<b>Keith Routsong:Contingency</b> Review case law cited by opposing counsel in response to OSC.	250	1:06	275
04/13/2020	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Confirm service of Sept 2018 Order and Notice of Entry of Order; review strategy moving forward with appeal and Response brief due.	450.00	0:36	270.00
04/13/2020	<b>Christine Manning:\$100</b> Reviewed past filings for receipt of service to opposing counsel; forwarded to attorney.	100.00	0:30	50.00
04/13/2020	<b>Christine Manning:\$100</b> Prepared screen shots for exhibits; forwarded to attorney.	100.00	0:24	40.00
04/14/2020	<b>Keith Routsong:Contingency</b> Continued drafting factual portion of response to OSC to include recent hearings in district court and amended notice of appeal.	250	1:36	400
04/14/2020	<b>Keith Routsong:Contingency</b> Continued drafting first legal argument to include information on service of NEOJ.	250	0:54	225
04/14/2020	<b>Keith Routsong:Contingency</b> Continued review of pleadings, OSC and notices for legal arguments/ facts.	250	1:06	275
04/14/2020	<b>Keith Routsong:Contingency</b> Began drafting second legal argument re: operation of Sept. 2018 order and failure to appeal.	250	1:12	300

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
04/14/2020	<b>Keith Routsong:Contingency</b> Began drafting third legal argument re: counterclaims.	250	1:18	325
04/15/2020	<b>Keith Routsong:Contingency</b> Began drafting legal argument that Ms. Chan cannot file appeal on behalf of entity. Begin review of case law re: the same.	250	0:42	175
04/15/2020	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Conference with associate re: arguments for Response brief to Supreme Court; review strategy for knocking out late filed amended notice of appeal.	450.00	0:36	270.00
04/16/2020	<b>Keith Routsong:Contingency</b> Research on appellate procedure for award of attorney's fees for frivolous appeals.	250	0:48	200
04/16/2020	<b>Keith Routsong:Contingency</b> Drafted portion of reply for attorney's fees through the appeal.	250	1:12	300
04/16/2020	<b>Keith Routsong:Contingency</b> Revisions and additions to legal argument regarding pending counterclaims.	250	1:18	325
04/16/2020	<b>Keith Routsong:Contingency</b> Finished drafting legal argument regarding non-attorney filing appeal on behalf of entity. Reviewed past proceedings for relevant information.	250	1:30	375
04/16/2020	<b>Keith Routsong:Contingency</b> Revisions and edits to legal arguments for reply. Drafted conclusion.	250	1:00	250
04/17/2020	<b>Keith Routsong:Contingency</b> Compile tentative exhibits. Revise footnotes for final draft.	250	0:48	200
04/17/2020	<b>MICHAEL A. OLSEN, ESQ.:Contingency</b> Review and revise Supreme Court brief; response.	450.00	1:06	495.00

BALANCE DUE

**\$6,740.00**