

IN THE SUPREME COURT STATE OF NEVADA

Electronically Filed  
Mar 12 2021 01:40 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

JOSEPH FOLINO, an individual and  
NICOLE FOLINO, an individual,

Appellant,

v.

TODD SWANSON, an individual;  
TODD SWANSON, Trustee of the  
SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown  
origin; LYONS DEVELOPMENT,  
LLC, a Nevada limited liability  
company; DOES I through X; and ROES  
I through X,

Respondent.

Case No. 81252

JOSEPH FOLINO, an individual and  
NICOLE FOLINO, an individual,

Appellant,

v.

TODD SWANSON, an individual;  
TODD SWANSON, Trustee of the  
SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown  
origin; LYONS DEVELOPMENT,  
LLC, a Nevada limited liability  
company; DOES I through X; and ROES  
I through X,

Respondent.

Case No. 81831

**APPEAL  
FROM THE EIGHTH JUDICIAL DISTRICT COURT  
THE HONORABLE JIM CROCKETT CASE NO. A-18-782494-C**

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**JOINT  
APPENDIX ON APPEAL  
VOLUME IV OF XIX  
INDEX TO APPELLANTS' APPENDIX OF RECORD**

**VOLUMES**

| <b>No.</b> | <b>Date of Item</b> | <b>Description</b> | <b>Vol.</b> | <b>Bates Nos.</b> |
|------------|---------------------|--------------------|-------------|-------------------|
|------------|---------------------|--------------------|-------------|-------------------|

**VOLUME I**

|    |            |   |   |                      |
|----|------------|---|---|----------------------|
| 1. | 08/05/2006 | Appellant's Appendix from<br>Nelson v. Heers Appeal No.<br>45571 (Part 1) | I | JA000001<br>JA000200 |
|----|------------|---|---|----------------------|

**VOLUME II**

|    |            |   |    |                      |
|----|------------|---|----|----------------------|
| 2. | 08/05/2006 | Appellant's Appendix from<br>Nelson v. Heers Appeal No.<br>45571 (Part 2) | II | JA000201<br>JA000248 |
| 3. | 10/09/2018 | Complaint   | II | JA000249<br>JA000325 |
| 4. | 10/12/2018 | Summons – Todd Swanson  | II | JA000326<br>JA000327 |
| 5. | 10/12/2018 | Summons – Lyons<br>Development  | II | JA000328<br>JA000329 |
| 6. | 10/12/2018 | Summons – Shiraz Trust  | II | JA000330<br>JA000331 |

|     |            |  |    |                      |
|-----|------------|--|----|----------------------|
| 7.  | 10/23/2018 | Declaration of Service –<br>Summons - Lyons<br>Development   | II | JA000332             |
| 8.  | 01/04/2019 | Acceptance of Service on<br>Behalf of Defendant Todd<br>Swanson, an individual, Todd<br>Swanson, Trustee of the<br>Shiraz Trust, and Shiraz Trust  | II | JA000333<br>JA000334 |
| 9.  | 02/04/2019 | Defendant’s Initial<br>Appearance Fee Disclosure   | II | JA000335<br>JA000336 |
| 10. | 02/04/2019 | Defendant’s Motion to<br>Dismiss and/or Motion for<br>More Definite Statement  | II | JA000337<br>JA000349 |
| 11. | 02/07/2019 | Plaintiff’s Request for<br>Exemption from Arbitration  | II | JA000350<br>JA000355 |
| 12. | 02/13/2019 | Plaintiffs’ Opposition to<br>Defendant’s Motion to<br>Dismiss and/or Motion for<br>More Definite Statement;<br>Countermotion to Amend<br>Complaint | II | JA000356<br>JA000368 |
| 13. | 02/13/2019 | [Proposed] First Amended<br>Complaint (Part 1)   | II | JA000369<br>JA000407 |

### VOLUME III

|     |            |  |     |                      |
|-----|------------|--|-----|----------------------|
| 14. | 02/13/2019 | [Proposed] First Amended<br>Complaint (Part 2)   | III | JA000408<br>JA000446 |
| 15. | 03/26/2019 | Notice of Re-Hearing re:<br>Defendant’s Motion to<br>Dismiss and/or Motion for<br>More Definite Statement and<br>Plaintiff’s Countermotion to<br>Amend the Complaint | III | JA000447<br>JA000449 |

|     |            |  |     |                      |
|-----|------------|--|-----|----------------------|
| 16. | 04/02/2019 | Defendant's Reply to Plaintiffs' Opposition to Defendants' Motion to Dismiss and/or Motion For More Definite Statement; Countermotion to Amend the Complaint | III | JA000450<br>JA000458 |
| 17. | 04/18/2019 | Notice of Entry of Order on Defendants' Motion to Dismiss and/or Motion for More Definite Statement; Countermotion to Amend the Complaint                    | III | JA000459<br>JA000461 |
| 18. | 04/18/2019 | Order on Defendants' Motion to Dismiss and/or Motion for More Definite Statement; Countermotion to Amend the Complaint                                       | III | JA000462<br>JA000465 |
| 19. | 05/20/2019 | Defendant's Motion to Dismiss Plaintiff's First Amended Complaint  | III | JA000466<br>JA000486 |
| 20. | 05/21/2019 | Clerk's Notice of Hearing re: Defendant's Motion to Dismiss Plaintiff's First Amended Complaint  | III | JA000487<br>JA000488 |
| 21. | 06/05/2019 | Plaintiffs' Opposition to Defendants' Motion to Dismiss Plaintiffs' First Amended Complaint  | III | JA000489<br>JA000501 |
| 22. | 07/03/2019 | Defendants' Reply to Plaintiffs' Opposition to Defendants' Motion to Dismiss Plaintiffs' First Amended Complaint   | III | JA000502<br>JA000507 |



|     |            |  |     |                      |
|-----|------------|--|-----|----------------------|
| 23. | 07/18/2019 | Minute Order - Defendant's Motion to Dismiss Plaintiff's First Amended Complaint                 | III | JA000508             |
| 24. | 08/14/2019 | Notice of Entry of Order Defendants' Motion to Dismiss the Plaintiff's First Amended Complaint   | III | JA000509<br>JA000511 |
| 25. | 08/14/2019 | Order - Defendants' Motion to Dismiss the Plaintiff's First Amended Complaint                    | III | JA000512<br>JA000525 |
| 26. | 9/03/2019  | Plaintiff's Second Amended Complaint   | III | JA000526<br>JA000595 |
| 27. | 09/24/2019 | Defendant's Motion to Dismiss Plaintiff's Second Amended Complaint                               | III | JA000596<br>JA000621 |
| 28. | 09/25/2019 | Clerk's Notice of Hearing re: Defendant's Motion to Dismiss Plaintiff's Second Amended Complaint | III | JA000622<br>JA000623 |

#### VOLUME IV

|     |            |   |    |                      |
|-----|------------|---|----|----------------------|
| 29. | 10/03/2019 | Plaintiffs' Opposition to Defendants' Motion to Dismiss Plaintiffs' Second Amended Complaint                      | IV | JA000624<br>JA000645 |
| 30. | 10/31/2019 | Defendants' Reply to Plaintiffs' Opposition to Defendants' Motion to Dismiss Plaintiffs' Second Amended Complaint | IV | JA000646<br>JA000658 |
| 31. | 11/20/2019 | Notice of Early Case Conference   | IV | JA000659<br>JA000661 |

|     |            |   |    |                      |
|-----|------------|---|----|----------------------|
| 32. | 11/20/2019 | Plaintiffs' Initial List of Witnesses and Production of Documents Pursuant to NRCP 16.1             | IV | JA000662<br>JA000724 |
| 33. | 11/26/2019 | Notice of Association of Counsel  | IV | JA000725<br>JA000727 |
| 34. | 12/06/2019 | Declaration of Service of SDT COR Rakeman Plumbing, Inc.  | IV | JA000728             |
| 35. | 12/09/2019 | Affidavit of Service - Frontsteps   | IV | JA000729<br>JA000730 |
| 36. | 12/10/2019 | Declaration of Service – Lyons Development LLV – SDT COR  | IV | JA000731             |
| 37. | 12/10/2019 | Declaration of Service – The Summerlin Association COR  | IV | JA000732             |
| 38. | 12/10/2019 | Declaration of Service – Ivan Sher Group – SDT COR  | IV | JA000733             |
| 39. | 12/19/2019 | Declaration of Service – Americana LLC – SDT COR  |    | JA000734             |
| 40. | 12/19/2019 | Declaration of Service – Las Vegas Homes and Fine Estates – SDT COR                                 | IV | JA000735             |
| 41. | 12/19/2019 | Declaration of Service – Repipe Specialist – SDT COR  | IV | JA000736             |
| 42. | 12/19/2019 | Declaration of Service – The Ridges Community Assoc. – SDT  | IV | JA000737             |
| 43. | 12/26/2019 | Declaration of Service – Uponor, Inc.   | IV | JA000737             |
| 44. | 12/30/2019 | Production of Documents - PLT000054 – PLT000064   | IV | JA000739<br>JA000749 |
| 45. | 12/30/2019 | Plaintiffs' First Supplemental Lists of Witnesses and Production of Documents Pursuant to NRCP 16.1 | IV | JA000750<br>JA000759 |

|     |            |   |    |                      |
|-----|------------|---|----|----------------------|
| 46. | 01/02/2020 | Plaintiff's Notice of Subpoena<br>Pursuant to NRCP<br>45(A)(4)(A)   | IV | JA000760<br>JA000798 |
| 47. | 01/02/2020 | Video Taped Deposition<br>Subpoena – Kelly Contenta   | IV | JA000799<br>JA000802 |
| 48. | 01/02/2020 | Video Taped Deposition<br>Subpoena – Ivan Sher  | IV | JA000803<br>JA000806 |
| 49. | 01/02/2020 | Video Taped Deposition<br>Subpoena – Nicole Whitfield   | IV | JA000807<br>JA000810 |
| 50. | 01/13/2020 | Declaration of Service –<br>Galliher- Rescheduled<br>Videotaped Depo of Swanson,<br>PMK Shiraz and PMK Lyons    | IV | JA000811             |
| 51. | 01/13/2020 | Declaration of Service –<br>Young - Rescheduled<br>Videotaped Depo of Swanson,<br>PMK Shiraz and PMK Lyons      | IV | JA000812             |
| 52. | 01/14/2020 | Plaintiffs' Second<br>Supplemental List of<br>Witnesses and Production of<br>Documents Pursuant to NRCP<br>16.1 | IV | JA000813<br>JA000822 |
| 53. | 01/14/2020 | Declaration of Service SDT –<br>Absolute Closets & Cabinetry  | IV | JA000823             |

## VOLUME V

|     |            |   |   |                      |
|-----|------------|---|---|----------------------|
| 54. | 01/14/2020 | Document Production –<br>PLT000065 – PLT0000156   | V | JA000824<br>JA000915 |
| 55. | 01/14/2020 | Galliher – Declaration of<br>Service Rescheduled<br>Depositions of William<br>Gerber and Aaron Hawley | V | JA000916             |
| 56. | 01/14/2020 | Misc Filing Kirby C. Gruchow<br>Jr. (Part 1 Pgs 1-107)  | V | JA000917<br>JA001023 |

### VOLUME VI

|     |            |   |    |                      |
|-----|------------|---|----|----------------------|
| 57. | 01/14/2020 | Misc Filing Kirby C. Gruchow Jr. (Part 2) | VI | JA001024<br>JA001066 |
| 58. | 01/14/2020 | Misc Filing Kirby C. Gruchow Jr. (Part 3) | VI | JA001067<br>JA001223 |

### VOLUME VII

|     |            |   |     |                      |
|-----|------------|---|-----|----------------------|
| 59. | 01/14/2020 | Misc Filing Kirby C. Gruchow Jr. (Part 4) | VII | JA001224<br>JA001315 |
| 60. | 01/14/2020 | Misc Filing Kirby C. Gruchow Jr. (Part 5) | VII | JA001316<br>JA001423 |

### VOLUME VIII

|     |            |  |      |                      |
|-----|------------|--|------|----------------------|
| 61. | 01/14/2020 | Misc Filing Kirby C. Gruchow Jr. (Part 6)  | VIII | JA001424<br>JA001524 |
| 62. | 01/14/2020 | Plaintiffs' Third Supplemental List of Witnesses and Production of Documents Pursuant to NRCP 16.1 | VIII | JA001525<br>JA001534 |
| 63. | 01/14/2020 | SDT Decl Srv Video Depo Sher Group   | VIII | JA001535             |
| 64. | 01/14/2020 | SDT Decl Srv Video Depo Absolute   | VIII | JA001536             |
| 65. | 01/14/2020 | Young – Decl Srv Reschedule Depo Aaron Hawley  | VIII | JA001537             |
| 66. | 01/15/2020 | Amd Cert of Srv Plt Production of Fourth Supp List of Witnesses and Documents                      | VIII | JA001538<br>JA001540 |
| 67. | 01/15/2020 | Decl Srv SDT – EH Designs  | VIII | JA001541             |
| 68. | 01/15/2020 | Decl Srv SDT – Infinity Environmental Srv.   |      | JA001542             |

|     |            |   |      |                      |
|-----|------------|---|------|----------------------|
| 69. | 01/15/2020 | Decl Srv SDT – Kelly Cotenta  | VIII | JA001543             |
| 70. | 01/15/2020 | Plaintiffs’ Fourth Supplemental List of Witnesses and Production of Documents Pursuant to NRCP 16.1                     | VIII | JA001544<br>JA001553 |
| 71. | 01/23/2020 | Declaration of Service re SDT and Video Depo – Nicole Whitfield   | VIII | JA001554             |
| 72. | 01/24/2020 | Plaintiffs’ Fifth Supplemental List of Witnesses and Production of Documents Pursuant to NRCP 16.1                      | VIII | JA001555<br>JA001565 |
| 73. | 02/04/2020 | Notice of Continuance of (Zoom Conferencing) Deposition of Swanson  | VIII | JA001566<br>JA001570 |
| 74. | 02/05/2020 | Plaintiffs’ Sixth Supplemental Lists of Witnesses and Production of Documents Pursuant to NRCP 16.1                     | VIII | JA001571<br>JA001582 |
| 75. | 02/07/2020 | Stipulation and Order for Sixty (60) Day Continuing Production of Plaintiffs’ Brief and Hearing Date                    | VIII | JA001583<br>JA001587 |
| 76. | 02/11/2020 | Notice of Entry of Stipulation and Order for Sixty (60) Day Continuing Production of Plaintiffs’ Brief and Hearing Date | VIII | JA001588<br>JA001594 |
| 77. | 02/13/2020 | Plaintiffs’ Supplemental List of Witnesses and Production of Documents  | VIII | JA001595<br>JA001610 |
| 78. | 02/13/2020 | Plaintiffs’ Supplemental Brief to Opposition to Defendants’ Motion to Dismiss Plaintiffs’ Second Amended Complaint      | VIII | JA001611<br>JA001634 |

### VOLUME IX

|     |            |   |    |                      |
|-----|------------|---|----|----------------------|
| 79. | 02/27/2020 | Defendants Todd Swanson;<br>Todd Swanson as, Trustee of<br>the Shiraz Trust; and Lyon<br>Development, LLC's<br>Supplemental Reply in<br>Support of Motion for<br>Summary Judgment | IX | JA001635<br>JA001825 |
|-----|------------|---|----|----------------------|

### VOLUME X

|     |            |   |   |                      |
|-----|------------|---|---|----------------------|
| 80. | 02/27/2020 | Defendants Todd Swanson;<br>Todd Swanson as, Trustee of<br>the Shiraz Trust; and Lyon<br>Development, LLC's<br>Supplemental Reply in<br>Support of Motion for<br>Summary Judgment | X | JA001826             |
| 81. | 03/10/2020 | Acceptance of Service –<br>Amended – Videotaped<br>Deposition Subpoena for<br>Ashely Oakes-Lazosky  | X | JA001827             |
| 82. | 03/20/2020 | Transcript of Hearing<br>Defendant's Motion to<br>Dismiss Plaintiff's Second<br>Amended Complaint   | X | JA001828<br>JA001850 |
| 83. | 04/07/2020 | Transcript of Hearing<br>Defendant's Motion To<br>Dismiss Plaintiff's Second<br>Amended Complaint   | X | JA001851<br>JA001868 |
| 84. | 04/22/2020 | Defendants' Motion for<br>Attorney's Fees and Costs   | X | JA001869<br>JA001946 |

|     |            |   |   |                      |
|-----|------------|---|---|----------------------|
| 85. | 04/22/2020 | Defendants' Verified Memorandum of Costs and Disbursements                            | X | JA001947<br>JA001950 |
| 86. | 04/23/2020 | Notice of Hearing re: Defendants' Motion for Fees and Costs                           | X | JA001951             |
| 87. | 04/24/2020 | Plaintiffs' Motion to Retax Costs   | X | JA001952<br>JA002042 |
| 88. | 04/27/2020 | Clerks Notice of Hearing re: Plaintiffs' Motion to Retax Costs                        | X | JA002043             |
| 89. | 04/29/2020 | Status Check Order re: Continue Hearing Motion to Retax and Motion for Fees and Costs | X | JA002044             |
| 90. | 05/11/2020 | Order Granting Dismissal of Plaintiffs' Second Amended Complaint                      | X | JA002045<br>JA002064 |

### VOLUME XI

|     |            |  |    |                      |
|-----|------------|--|----|----------------------|
| 91. | 05/11/2020 | Opposition to Defendants' Motion for Attorney's Fees and Costs                           | XI | JA002065<br>JA002206 |
| 92. | 05/13/2020 | Errata to Opposition to Defendants' Motion for Attorney's Fees and Costs                 | XI | JA002207<br>JA002211 |
| 93. | 05/13/2020 | Notice of Entry of Order Granting Motion to Dismiss Plaintiffs' Second Amended Complaint | XI | JA002212<br>JA002234 |
| 94. | 05/26/2020 | Notice of Appeal   | XI | JA002235<br>JA002237 |
| 95. | 05/26/2020 | Case Appeal Statement  | XI | JA002238<br>JA002268 |

|     |            |  |    |                      |
|-----|------------|--|----|----------------------|
| 96. | 06/03/2020 | Defendants' Reply in Support of Motion for Attorney's Fees | XI | JA002269<br>JA002288 |
|-----|------------|--|----|----------------------|

## VOLUME XII

|      |            |   |     |                      |
|------|------------|---|-----|----------------------|
| 97.  | 06/04/2020 | Notice of Entry re: Stipulation and Order to Continue the Hearing For: 1) Plaintiffs' Motion to Retax Costs and 2) Defendants' Motion for Attorney's Fees and Costs | XII | JA002289<br>JA002294 |
| 98.  | 06/04/2020 | Stipulation and Order to Continue the Hearing For: 1) Plaintiffs' Motion to Retax Costs and 2) Defendants' Motion for Attorney's Fees and Costs                     | XII | JA002295<br>JA002298 |
| 99.  | 06/18/2020 | Errata to Case Appeal Statement   | XII | JA002299<br>JA002310 |
| 100. | 06/25/2020 | Transcript of Hearing Defendants' Motion for Fees and Costs and Plaintiffs' Motion to Retax Costs   | XII | JA002311<br>JA002325 |
| 101. | 08/18/2020 | Order Regarding Defendants' Motion for Attorney's Fees, Verified Memorandum of Costs and Disbursements and Plaintiffs' Motion to Retax                              | XII | JA002326<br>JA002343 |
| 102. | 08/21/2020 | Notice of Name Change of Law Firm   | XII | JA002344<br>JA002346 |
| 103. | 08/24/2020 | Notice of Entry of Order Regarding Defendants' Motion for Attorney's Fees, Verified Memorandum of Costs and Disbursements and Plaintiffs' Motion to Retax           | XII | JA002347<br>JA002368 |



|      |            |  |     |                      |
|------|------------|--|-----|----------------------|
| 104. | 09/17/2020 | Appellants' Case Appeal Statement                                    | XII | JA002369<br>JA002380 |
| 105. | 09/17/2020 | Notice of Appeal   | XII | JA002381<br>JA002406 |
| 106. | 09/17/2020 | Motion for Stay of Execution of Judgment on an Order Shortening Time | XII | JA002407<br>JA002483 |

### **VOLUME XIII**

|      |            |  |      |                      |
|------|------------|--|------|----------------------|
| 107. | 09/24/2020 | Stipulation and Order to Stay Execution of Judgment                            | XIII | JA002484<br>JA002490 |
| 108. | 09/25/2020 | Notice of Entry of Order – Stipulation and Order to Stay Execution of Judgment | XIII | JA002491<br>JA002497 |
| 109. | 09/30/2020 | Notice of Posting Cash Bond  | XIII | JA002498<br>JA002502 |
| 110. | 10/07/2020 | Notice of Compliance with Court Order  |      | JA002503<br>JA002506 |
| 111. | 12/08/2020 | Plaintiff's Request for Transcripts of Proceedings                             | XIII | JA002507<br>JA002509 |
| 112. | 01/24/2019 | Swanson Deposition Transcript 1/24/2020 (Part 1)                               | XIII | JA002510<br>JA002581 |

### **VOLUME XIV**

|      |            |  |     |                      |
|------|------------|--|-----|----------------------|
| 113. | 01/24/2019 | Swanson Deposition Transcript 1/24/2020 (Part 2) w/Exhibit "1" | XIV | JA002582<br>JA002776 |
|------|------------|--|-----|----------------------|

### **VOLUME XV**

|      |            |   |    |                      |
|------|------------|---|----|----------------------|
| 114. | 01/24/2019 | Swanson Deposition Transcript 1/24/2020 Exhibits 2 – 14 | XV | JA002777<br>JA002977 |
|------|------------|---|----|----------------------|

### **VOLUME XVI**

|      |            |  |     |                      |
|------|------------|--|-----|----------------------|
| 115. | 01/24/2019 | Swanson Deposition<br>Transcript 1/24/2020<br>Exhibits 15 – 28 | XVI | JA002978<br>JA003038 |
| 116. | 01/29/2020 | Nicole Whitfield Deposition<br>Transcript 1/29/2020            | XVI | JA003039<br>JA003194 |

### **VOLUME XVII**

|      |            |   |     |                      |
|------|------------|---|-----|----------------------|
| 117. | 01/31/2020 | Aaron Hawley Deposition<br>Transcript 1/31/2020   | XVI | JA003195<br>JA003296 |
| 118. | 01/31/2020 | William Gerber Deposition<br>Transcript 1/31/2020 | XVI | JA003297<br>JA003386 |

### **VOLUME XVIII**

|      |            |   |       |                      |
|------|------------|---|-------|----------------------|
| 119. | 02/03/2020 | Ivan Sher Deposition<br>Transcript 2/3/20 | XVIII | JA003387<br>JA003539 |
|------|------------|---|-------|----------------------|

### **VOLUME XIX**

|      |            |  |     |                      |
|------|------------|--|-----|----------------------|
| 120. | 02/03/2020 | Kelly Contenta Deposition<br>Transcript 2/3/2020   | XIX | JA003540<br>JA003583 |
| 121. | 02/06/2020 | Todd Swanson Deposition<br>Transcript Volume II 2/6/20   | XIX | JA003584<br>JA003701 |
| 122. | 01/13/2021 | Hearing Transcript of March<br>3, 2020 of Defendant's<br>Motion to Dismiss Plaintiff's<br>Second Amended Complaint | XIX | JA003702<br>JA003724 |
| 123. | 01/13/2021 | Hearing Transcript of April 7,<br>2020 of Defendants' Motion<br>to Dismiss Plaintiff's Second<br>Amended Complaint | XIX | JA003725<br>JA003742 |

|      |            |  |     |                      |
|------|------------|--|-----|----------------------|
| 124. | 01/13/2021 | Hearing Transcript of June 20, 2020 of Defendants' Motion for Fees and Costs and Plaintiffs' Motion to Retax Costs | XIX | JA003743<br>JA003757 |
|------|------------|--|-----|----------------------|

### **CERTIFICATE OF SERVICE**

*When All Case Participants are Registered for the Appellate CM/ECF System*

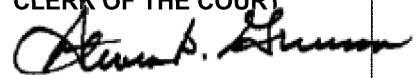
I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the Nevada Supreme Court by using the appellate CM/ECF system on March 9<sup>th</sup>, 2021.

I further certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

DATED this 9th day of March 2021.

**BLACK & WADHAMS**

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11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 JOSEPH FOLINO, an individual and NICOLE  
14 FOLINO, an individual,

15 Plaintiff,

16 v.

17 TODD SWANSON, an individual; TODD  
18 SWANSON, Trustee of the SHIRAZ TRUST;  
19 SHIRAZ TRUST, a Trust of unknown origin;  
20 LYONS DEVELOPMENT, LLC, a Nevada  
21 limited liability company; DOES I through X;  
22 and ROES I through X,

23 Defendants.

CASE NO.: A-18-782494-C  
DEPT. NO.: XXIV

**PLAINTIFFS' OPPOSITION TO  
DEFENDANTS' MOTION TO DISMISS  
PLAINTIFFS' SECOND AMENDED  
COMPLAINT**

24 COMES NOW, Plaintiffs JOSEPH FOLINO and NICOLE FOLINO, by and through  
25 Rusty Graf, Esq. of Black & LoBello, their attorney of record, and hereby submit their  
26 Opposition to Defendant's Motion to Dismiss Plaintiffs' Second Amended Complains. This  
27 Opposition is made and based upon the Memorandum of Points and Authorities attached hereto,  
28 all exhibits attached hereto, and any oral argument as may be entertained by the Court at the time  
and place of the hearing of this matter.

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**I.**

**PROCEDURAL HISTORY**

On October 19, 2018, Plaintiffs filed their initial Complaint for Defendants' failure to disclose known water leaks and issues with a plumbing system prior to the sale of real property. Defendants filed their first Motion to Dismiss on February 4, 2019, but it was not granted, and the Court instead granted Plaintiffs leave to amend. On May 20, 2019, Defendants filed their second Motion to Dismiss. On July 18, 2019, the Court dismissed several of Plaintiffs claims, but denied Defendants' motion to dismiss the claim for fraud and claim of concealment in violation of NRS 113.

Plaintiffs then filed their second amended Complaint, with the surviving claims of fraud and concealment in violation of NRS 113 on September 4, 2019. Inexplicably, Defendants have brought the instant Motion to Dismiss these same claims, which the Court refused to dismiss less than three months ago, alleging no new facts which support a different outcome than their past already decided Motions to Dismiss. This is an attempt to delay the discovery process.

**II.**

**INTRODUCTION**

As is clear from the short procedural history above, Defendants have little grasp of the requirements for a successful Motion to Dismiss. Plaintiffs assume this, as there is no other logical explanation for (1) a third motion on issues that the Court has already decided twice and (2) the strange hybrid motion that Defendants have produced which is nominally a motion to dismiss but is written as if it is a motion for summary judgment. Not a single discovery act has been taken in the case. The Court has yet to conduct the NRCP 16.1 conference. In the interest of expediency, Plaintiffs would respectfully suggest that in future motions Defendants focus on issues that have not already been clearly decided and, perhaps more importantly, determine which type of motion is appropriate for the circumstances rather than creating a hodgepodge of

1 different standards and requests that the uncharitable might call nearly indecipherable. *See*  
2 *Defendants' Motion to Dismiss Plaintiffs' Second Amended Complaint.*

3  
4 **III.**

5 **"UNDISPUTED FACTS"**

6 Defendants begin their argument by listing a series of "undisputed" facts. Again, not a  
7 single discovery act has been taken. The primary issue here is that Defendants seem to have  
8 mistaken the term "undisputed" to simply mean alleged, as many of these facts are heavily  
9 disputed. Plaintiffs do not dispute the fact that (1) there were previous water leaks at the  
10 property;<sup>1</sup> (2) that Rakeman Plumbing invoiced and submitted a warranty claim for one of these  
11 leaks; and (3) that Defendants did not disclose any leaks in their October 24, 2017 Sellers Real  
12 Property Disclosure Form ("SRPD"). However, Plaintiffs do dispute Defendants assertions that  
13 (1) the leak was completely repaired, as there have been subsequent leaks; and (2) that no  
14 information about the repair other than completion was reported to Defendants. Further, there is  
15 clearly a dispute of material facts as Plaintiffs assert that there were more than the two incidents  
16 of water leakage, that there was a systemic defect in the plumbing system that was never repaired  
17 (even if Rakeman believes they identified all of the damages), and that the Upnor fittings  
18 (referenced in the Rakeman affidavit) were all defective. However regardless of the status of  
19 these facts, as stated below, Defendants' Motion to Dismiss lacks merit.

20  
21 **IV.**

22 **ARGUMENT**

23 **A. Summary judgment is not warranted as to Plaintiffs' claim for concealment.**

24 As discussed above, though Defendants call this a Motion to Dismiss, they immediately  
25 enter into a summary judgment analysis. Defendants are correct that under NRCP 56(a) the court  
26

27 <sup>1</sup> The admission of which is a violation and in contradiction of the requirements of the NRS 113 Sellers  
28 Real Property Disclosure Form ("SRPD")

1 may grant summary judgment, if the movant shows that there is not genuine dispute of material  
2 facts and that the movant is entitled to judgment as a matter of law. *Wood v. Safeway, Inc.*, 731,  
3 121 P.3d 1026, 1031 (2005). However, this is generally done by filing a Motion for Summary  
4 judgement rather than a Motion to Dismiss that requests summary judgment. *See NRCP 56*.  
5 However, being understanding of the Defendants apparent difficulty distinguishing between the  
6 two standards, Plaintiffs will respond to the Motion for Summary Judgment within the Motion to  
7 Dismiss.

9 Evidence presented in support of a motion for summary judgment must be construed in  
10 the light most favorable to the nonmoving party, and facts demonstrating the existence of a  
11 genuine issue will preclude an unfavorable summary judgment. *Sustainable Growth Initiative*  
12 *Committee v. Jumpers. LLC*, 22 Nev. 53, 61, 128 P.3d 452, 458 (2006). A factual dispute is  
13 genuine when the evidence is such that a rational jury could return a verdict in the nonmoving  
14 party's favor. *Wood v. Safeway, Inc.*, 121 Nev. 724, 732, 121 P.3d 1026, 1031, 1032 (2005).  
15 When ruling on a summary judgment motion, "[a]ll of the nonmovant's statements must be  
16 accepted as true." *Jones v. First Mortgage Company of Nevada*, 112 Nev. 531, 534, 915 P.2d  
17 883, 885 (1996). See also, *Harrington v. Syufy Enterprises*, 113 Nev. 246, 248, 931 P.2d 1378,  
18 1379-80 (1997). Further, "a court should exercise great care in granting summary judgment; a  
19 litigant **has a right to trial where there is the slightest doubt as to the facts.**" (emphasis  
20 added) See *Nehls v. Leonard*, 97 Nev. 325, 328, 630 P.2d 258, 260 (1981).

23 Defendants argue that, under NRCP 56(c)1(A), they may establish facts as undisputed  
24 using an affidavit. *See NRCP 56(c)1(A)*. This is incorrect. The actual standard is that a party  
25 asserting that a fact is or is not genuinely disputed must cite evidence in support of that assertion  
26 and that can include affidavits. *Id.* However, simply offering an affidavit in support of a position  
27 does not establish it as an undisputed fact. *Id.* Especially, when those facts are contradicted by  
28

1 real admissible evidence and facts. Further, as stated above, all facts, statements, and evidence  
2 must be viewed in the light most favorable to Plaintiffs, as Defendants are the moving party.  
3 *Sustainable Growth Initiative Committee v. Jumpers. LLC*, 22 Nev. 53, 61, 128 P.3d 452, 458  
4 (2006).

5  
6 Defendants go on to assert that the affidavit of Rakeman has shifted the burden of proof  
7 to Plaintiffs to “present specific facts showing a material issue of fact.”<sup>2</sup> This is incorrect, not  
8 because defendants have misstated the law, but because they completely misinterpret what the  
9 Rakeman affidavit establishes. All it proves is that a repair was conducted, not that Defendants  
10 did not engage in misrepresentation, concealment, and fraud. Further, Plaintiffs assert that there  
11 were more than the two incidents of water leakage and that there was a systemic defect in the  
12 plumbing system that was never repaired by Rakeman or any other contractor. These disputes  
13 over key facts make Defendants’ Motion to Dismiss inappropriate, as the claims have been plead  
14 sufficiently and no discovery has yet taken place to further uncover the existence of admissible  
15 evidence in support of Plaintiffs’ assertions. Further, Defendants’ Motion for Summary  
16 Judgment, within their motion to Dismiss, is even less applicable to the current situation as there  
17 are key facts that remain unknown without discovery and all assumptions and inferences should  
18 be made in favor of Plaintiffs as the non-moving party.  
19  
20

21 Defendants argue that under *Nelson v. Heer* and NRS 113.140, they did not commit  
22 concealment because they were not “aware” of the defect after they believed it repaired.<sup>3</sup>  
23 Defendants then go into an extensive analysis of the Court’s holding in *Nelson*, and also of the  
24 word “aware”, and what it means to be aware and have knowledge of something, but this  
25

26  
27 <sup>2</sup> Defendants’ Motion to Dismiss, pg. 7.

28 <sup>3</sup> Id.



1 discussion is totally irrelevant. Moreover, this is nonsense! Defendants are correct that in *Nelson*  
2 the Court found it was not concealment for a seller not to disclose past water damage they  
3 believed repaired. *Nelson v. Heer*, 123 Nev. 217, 163 P.3d 420 (2007). However, Defendants  
4 ignore a key difference between the holding in *Nelson* and the current situation. Namely that,  
5 unlike in *Nelson*, Defendants explicitly lied on the SRDP, and this is true regardless of what they  
6 were told about the repairs by Rakeman. *Id.*

8 At least 10 days before residential property is conveyed to a purchaser the seller “shall  
9 complete a disclosure form regarding the residential property.” *See NRS 113.130(1)(a)*. Here, the  
10 SRPD for the sale asked if Defendants were aware of any “previous or current moisture  
11 conditions and/or water damage”. (emphasis added) *See attached Exhibit 1, Seller’s Real*  
12 *Property Disclosure Form*. This is explicitly clear. It does not matter whether Defendants believe  
13 that the repair removed their awareness of the issue, because the question did not only ask about  
14 current issues. It specifically asked if there were any “previous” moisture conditions or water  
15 damage.<sup>4</sup> A repair does not remove one’s awareness of previous occurrences. Despite this, on the  
16 SRPD Defendants indicated no, that they were not aware of any previous moisture conditions or  
17 water damage.<sup>5</sup> This is concealment, and the Rakeman affidavit has no relevance.

19  
20 It’s not like *Nelson*, where it is unclear what the SRPD form actually asked. The Court  
21 merely held that the seller had no affirmative duty to disclose something they did not know  
22 materially and adversely affected the value of the property. *Nelson v. Heer*, 123 Nev. 217, 163  
23  
24  
25

26  
27 <sup>4</sup> See attached Exhibit 1, *Seller’s Real Property Disclosure Form*, Pg. 2, *Question 1*.

28 <sup>5</sup> *Id.*

1 P.3d 420 (2007). Here, the seller was asked an explicit question about past occurrences, not just  
2 whether an issue still existed, and they gave a demonstrably false and misleading answer.<sup>6</sup>

3  
4 Further, though the concealment is obvious, it should be reiterated that the standard for  
5 summary judgment requires that all facts and inferences be interpreted in the light most favorable  
6 to the non-moving party (Plaintiffs). *Sustainable Growth Initiative Committee v. Jumpers, LLC*,  
7 22 Nev. 53, 61, 128 P.3d 452, 458 (2006). More importantly, Plaintiffs allege there were more  
8 than two previous water leaks. Plaintiffs also dispute the allegation that the water leak was even  
9 repaired, as there were systemic defects in the plumbing system that were never addressed by  
10 Rakeman. Therefore, viewed through the legal standard that requires all facts and inferences be  
11 interpreted in the light most favorable to the non-moving party, it is impossible to conclude that  
12 Defendants have met their burden and should be granted the Motion for Summary Judgment.

13  
14 **B. Summary judgment is not warranted as to Plaintiffs' claim for fraud.**

15 Defendants conclude their Motion by stating that if the Court grants the Motion for  
16 Summary Judgment as to the concealment claim, then the fraud claim will necessarily fail as  
17 well.<sup>7</sup> Defendants are correct that fraud requires (1) that the Defendants made a false  
18 representation or misrepresentation of fact; and (2) that the Defendants had knowledge or belief  
19 that the representation was false. *Jordan v. State ex rel. Dep't of Motor Vehicles & Pub. Safety*,  
20 121 Nev. 44, 75, 110 P.3d 30, 51 (2005). It is somewhat inexplicable that Defendants would state  
21 these requirements, then assert that "Rakeman Plumbing's completed repair eviscerates the  
22 factual allegation that the Defendants made a false representation."<sup>8</sup> Further, Plaintiffs already  
23

24  
25 \_\_\_\_\_  
26 <sup>6</sup> Id.

27 <sup>7</sup> Defendants' Motion to Dismiss, pg. 9.

28 <sup>8</sup> Id.

1 allege that there were systemic problems with the plumbing system which Rakeman did not  
2 repair, and there were more than the two water leakage incidents Defendants' claim occurred.

3  
4 Defendants themselves attached the SRDP to the instant motion.<sup>9</sup> Presumably this means  
5 they are aware of its content and the representations they made to Plaintiffs. Therefore, it is  
6 utterly illogical and offensive for them to claim that Rakeman's completed repair "eviscerates"  
7 Plaintiffs' claim of fraud, when they admit themselves that there were leaks a plumbing company  
8 was required to repair, and yet they still answered "no" to the SRPD question. The SRPD asked  
9 if the Defendants were aware of any "**previous or current** moisture conditions and/or water  
10 damage". (emphasis added) *See attached Exhibit 1, Seller's Real Property Disclosure Form.*  
11 Unambiguously, this is (1) a false representation or misrepresentation of fact by Defendants; and  
12 (2) Defendants admit they had knowledge that the representation was false. Again, the standard  
13 for determining summary judgment requires that all facts and inferences be interpreted in the  
14 light most favorable to the non-moving party (Plaintiffs) and, therefore, there is no way that  
15 Defendants can prevail. *Sustainable Growth Initiative Committee v. Jumpers. LLC*, 22 Nev. 53,  
16 61, 128 P.3d 452, 458 (2006). Going a step further, the SRPD is a due diligence form to aid a  
17 buyer of real property in determining if they want to proceed with the purchase. If it is  
18 reasonable for a buyer not to proceed with the sale after notice of a prior water leak, then the  
19 failure to make it known to the buyer is just as unreasonable.  
20  
21

22 V.

23 **CONCLUSION**

24 The issues presented by Defendants have already been decided by the Court multiple  
25 times.<sup>10</sup> This new Motion for Summary judgment, couched in a Motion to Dismiss, brings  
26

27 <sup>9</sup> Defendants' Motion to Dismiss, Exhibit B.

28 <sup>10</sup> Defendants' Motion to Dismiss, pg. 4-5.

1 nothing new to the table and is a blatant effort by Defendants to delay and inconvenience  
2 Plaintiffs while driving up litigation costs. Rakeman's affidavit, presented as some ground  
3 breaking evidence, is not even relevant. It does not matter whether Defendants believe the repair  
4 had taken place, they still lied on the SRDP and in doing so engaged in fraud and concealment.  
5 Further, without allowing for discovery Plaintiffs' do not have access to the documents and  
6 additional evidence necessary to demonstrate that there were more leaks than Defendants claim  
7 and that there was systemic problem with the plumbing system that was never addressed. They  
8 cannot, and should not, be allowed to continue filing motions over the same issues in an attempt  
9 prevent the discovery process and to exhaust and dissuade Plaintiffs from recovering their  
10 damages. Therefore, Defendants' Motion to Dismiss should be denied and Rule 11 sanctions  
11 should be imposed.  
12

## 13 VI.

### 14 PLAINTIFFS' COUNTERMOTION TO COMPEL DISCOVERY

15 It is essential to reiterate the fact that absolutely no discovery has occurred to this point.  
16  
17 There is evidence that can be obtained in discovery to refute this Motion and the erroneous  
18 factual assertions contained therein. The instant Motion by Defendants is an end around the due  
19 process rights of the Plaintiffs to obtain those documents in discovery. Therefore, in addition to  
20 denying Defendant's Motion, the Court should grant Plaintiffs' Countermotion to compel  
21 discovery.  
22

23  
24 The newly revised NRCP 56 provides that when facts are unavailable to the nonmovant  
25 (here Plaintiffs), then the nonmovant may show by affidavit the specified reasons it cannot  
26 present facts essential to justify its opposition, and the Court may then allow time to take  
27 discovery. *See NRCP 56(d)*. Here, as has been specified in the below declaration of Plaintiffs'  
28

1 counsel Rusty Graf, Esq., there are essential facts to Plaintiffs' opposition which cannot be  
2 demonstrated because no discovery has been conducted. It is ridiculous for Defendants to  
3 suggest that Plaintiffs' claims should be dismissed or summary judgment entered against  
4 Plaintiffs, all on the basis of a disputed affidavit of a plumbing company, when Plaintiffs have  
5 not even been able to engage in discovery to access to the information necessary to fully refute  
6 that affidavit. Therefore, Plaintiffs respectfully request that the Court order that the discovery  
7 process continue for this case.  
8

9  
10 **VII.**

11 **PLAINTIFFS' COUNTERMOTION FOR RULE 11 SANCTIONS**

12 COMES NOW, Plaintiffs JOSEPH FOLINO and NICOLE FOLINO, by and through  
13 Rusty Graf, Esq. of Black & LoBello, their attorney of record, and hereby submit their Motion  
14 For Sanctions Pursuant To NRCP Rule 11 And For Attorneys' Fees And Costs seeking the  
15 following relief:

- 16 1. An Order issuing Rule 11 Sanctions against Defendants;
- 17 2. An Order for reasonable Attorney's Fees and Costs for having to oppose this  
18 duplicative and baseless motion; and
- 19 3. For such further relief as the Court deems appropriate, including limiting the  
20 manner and type of future procedural motions to the Court.  
21

22 This Motion is made and based upon the following Points and Authorities, the attached  
23 Exhibits and evidence, the papers and pleadings on file herein, and any oral argument or  
24 evidence as may be adduced at the hearing of this matter, including but not limited to the  
25 following Exhibits cited in the Motion:  
26

27 ///

1 **A. Declaration of counsel in support of motion for rule 11 sanctions and to conduct**  
2 **discovery.**

3 I, Rusty Graf, Esq., declare as follows:

4  
5 1. That I am an attorney duly licensed to practice law in the State of Nevada. I have  
6 personal knowledge of the matters stated herein and am competent to testify thereto. I am  
7 counsel for the Plaintiffs, JOSEPH FOLINO and NICOLE FOLINO in this matter, and I am  
8 making this Affidavit in support of their Motion for Sanctions Pursuant to Nevada Rule of Civil  
9 Procedure 11 and for Attorneys' Fees and Costs for previous motions and hearings.

10  
11 2. On September 24, 2019, counsel for Defendants, Christopher M. Young, Esq.,  
12 filed the instant motion seeking dismissal of Plaintiffs' Second Amended Complaint.

13 3. That this Motion to Dismiss Plaintiffs' Second Amended Complaint involves  
14 issues that have already been decided by this Court.

15  
16 4. Defendants offer no new evidence in support of their position other than an  
17 affidavit by the plumbing company which has no relevance to the situation.

18 5. At a minimum, Declarant is aware that the Uponor fittings and the potential  
19 defective nature of those fittings has been litigated. The affidavit of Rakeman only states that the  
20 one fitting and the damage it caused were repaired.

21  
22 6. Based on the pleadings and evidence available, that this Motion was filed for the  
23 purpose of delaying, harassing, and increasing litigation costs for Plaintiffs.

24  
25 7. No discovery has yet been conducted in this case and it is my belief, based on the  
26 pleadings and evidence available, that evidence can be obtained through discovery that will  
27 refute Defendants' Motion to Dismiss and will be relevant to Plaintiffs' case at trial.

8. As of this date, Defendants have not withdrawn this Motion.

9. The estimated fees and costs Plaintiffs have incurred due to Defendants' efforts to delay, harass, and increase litigation costs is \$2,417.26.

10. I declare under penalty of perjury under the laws of the State of Nevada (NRS 53.045) that the foregoing is true and correct.

Executed this 15 day of October, 2019.

Rusty Graf, Esq.

**B. Defendants have violated NRCP 11 and it is appropriate for the Court to impose sanctions.**

Rule 11 "provides for the imposition of sanctions when a motion is frivolous, legally unreasonable, or brought for an improper purpose." (emphasis added) *FED. R. CIV. P. 11(b)*; *Conn v. Borjorquez*, 967 F.2d 1418, 1420 (9th Cir. 1992); *McMahon v. Best*, 2000 WL 1071828, \*6 (N.D. Cal. 2000). Rule 11 sanctions may be imposed upon litigants and counsel who file baseless papers without first conducting a reasonable and competent inquiry. *Schutts v. Bentley Nevada Corp.*, 966 F. Supp. 1549 (D. Nev. 1997). The test for determining whether a Rule 11 violation has occurred is one of objective reasonableness. *Operating Engineers Pension Trust v. G.C. Wallace, Inc.*, 159 F.R.D. 536, 539 (D. Nev. 1994).

Rule 11 provides in pertinent part:

(b) Representations to Court. By presenting to the court (whether by signing, filing, submitting, or later advocating) a pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,—

(1) it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;

(2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;  
(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and  
(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief. (Emphasis added).

Here, Defendants have clearly violated Rule 11 by introducing a motion for the purpose of harassment, delay, and to increase litigation costs. As outlined above, Defendants' Motion to Dismiss Plaintiffs' Second Amended Complaint **is the third time** that Defendants have asked the Court to rule on the same issues. This Court has found that the Plaintiffs' claims of concealment and fraud are valid and should not be dismissed. When Defendants continue to file motions seeking the dismissal of the same claims, the only reasonable conclusion is that they have an improper purpose. The Defendants have previously made the arguments in the current motion.

At this point they cannot legitimately believe they have a legal basis to stand upon. Rather, they are simply seeking to dissuade Plaintiffs from attempting to recover by (1) causing unnecessary delay; (2) increasing costs; and (3) harassing Plaintiffs. These are all of the improper purposes specifically enumerated in Rule 11(b)(1). Therefore, if Defendants are unable to offer an explanation for their continued motions on the same issues (other than their ridiculous claim that the Rakeman affidavit is sufficient for summary judgment, despite having no relevance to the misrepresentations made on the SRDP) then Rule 11 sanctions should be imposed.

**C. Plaintiffs Should Be Awarded Attorneys' Fees and Costs for the Necessity of Filing this Motion.**

Defendants have flagrantly violated NRCF Rule 11. As such, Plaintiffs are requesting an award of reasonable attorneys' fees for the necessity of filing this Motion. NRS 113.150(4) provides in pertinent part:



1 “if a seller conveys residential property to a purchaser without complying with the  
2 requirements of NRS 113.130 or otherwise providing the purchaser or the purchaser’s  
3 agent with written notice of all defects in the property of which the seller is aware, and  
4 there is a defect in the property of which the seller was aware before the property was  
5 conveyed to the purchaser and of which the cost of repair or replacement was not limited  
6 by provisions in the agreement to purchase the property, the purchaser is entitled to  
7 recover from the seller treble the amount necessary to repair or replace the defective part  
8 of the property, together with court costs and reasonable attorney’s fees.” *See NRS*  
9 *113.150.*

10 Further, NRS 18.010(2)(b) provides that the court may award attorneys’ fees “when the  
11 court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the  
12 opposing party was brought or maintained without reasonable ground or to harass the prevailing  
13 party.” *See NRS 18.010(2)(b).* Additionally, the statute goes on to read that “The court shall  
14 liberally construe the provisions of this paragraph in favor of awarding attorney’s fees in all  
15 appropriate situations.” *Id.*

16 As demonstrated above, Defendants have clearly violated NRCP Rule 11 by seeking to  
17 relitigate decided issues in perpetuity or until they receive the desired outcome. Defendants’  
18 Motions have been brought without reasonable grounds and for either the purpose of harassment,  
19 delay, or increasing litigation costs. Therefore, pursuant to NRS 18.010 (and NRS 113), the  
20 Court should liberally construe the provisions of NRS 18.010 “in favor of awarding attorney’s  
21 fees in all appropriate situations.” *Id.* The Defendants’ blatant violation of NRCP Rule 11,  
22 coupled with the relevant authority, demonstrate an award of attorneys’ fees is appropriate.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

**D. Conclusion**

For the forgoing reasons, Rule 11 sanctions should be imposed upon Defendants and Plaintiffs should be awarded their fees and costs incurred in preparing the opposition to Defendants' Motion to Dismiss Plaintiffs' Second Amended Complaint.

DATED this 3<sup>rd</sup> day of October 2019

**BLACK & LOBELLO**

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*Attorneys for Plaintiff*

**CERTIFICATE OF MAILING**

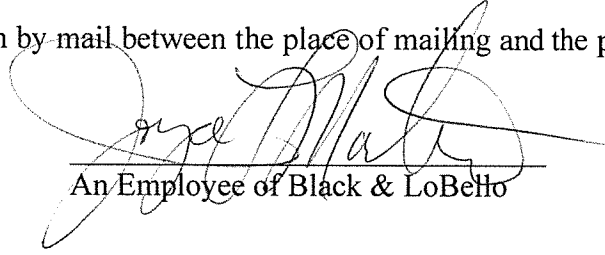
Pursuant to NRCPC 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 3<sup>rd</sup> day of October 2019, I caused the above and foregoing document *Plaintiffs' Opposition To Defendant's Motion To Dismiss Plaintiff's First Amended Complaint*; to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and
- ☒ by electronic service through Odyssey, Clark County Eighth Judicial District Court's electronic filing/service system;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile;
- ☐ hand delivered

to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

Christopher M. Young, Esq.  
Nevada Bar No. 7961  
Jay T. Hopkins, Esq.  
Nevada Bar No. 3223  
Christopher M. Young, PC  
2640 Professional Court, #200  
Las Vegas, Nevada 89128

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

  
An Employee of Black & LoBello

# EXHIBIT 1



**Property conditions, improvements and additional information:** ..... YES NO N/A

Are you **aware** of any of the following?:

**1. Structure:**

- (a) Previous or current moisture conditions and/or water damage? ..... ☐ ☒
- (b) Any structural defect? ..... ☐ ☒
- (c) Any construction, modification, alterations, or repairs made without required state, city or county building permits? ..... ☐ ☒
- (d) Whether the property is or has been the subject of a claim governed by NRS 40.600 to 40.695 (construction defect claims)? ..... ☐ ☒
- (If seller answers yes, FURTHER DISCLOSURE IS REQUIRED)

**2. Land / Foundation:**

- (a) Any of the improvements being located on unstable or expansive soil? ..... ☐ ☒
- (b) Any foundation sliding, settling, movement, upheaval, or earth stability problems that have occurred on the property? ..... ☐ ☒
- (c) Any drainage, flooding, water seepage, or high water table? ..... ☐ ☒
- (d) The property being located in a designated flood plain? ..... ☐ ☒
- (e) Whether the property is located next to or near any known future development? ..... ☐ ☒
- (f) Any encroachments, easements, zoning violations or nonconforming uses? ..... ☐ ☒
- (g) Is the property adjacent to "open range" land? ..... ☐ ☒
- (If seller answers yes, FURTHER DISCLOSURE IS REQUIRED under NRS 113.065)

**3. Roof:** Any problems with the roof? ..... ☐ ☒

**4. Pool/spa:** Any problems with structure, wall, liner, or equipment? ..... ☐ ☒ ☐

**5. Infestation:** Any history of infestation (termites, carpenter ants, etc.)? ..... ☐ ☒

**6. Environmental:**

- (a) Any substances, materials, or products which may be an environmental hazard such as but not limited to, asbestos, radon gas, urea formaldehyde, fuel or chemical storage tanks, contaminated water or soil on the property? ..... ☐ ☒
- (b) Has property been the site of a crime involving the previous manufacture of Methamphetamine where the substances have not been removed from or remediated on the Property by a certified entity or has not been deemed safe for habitation by the Board of Health? ..... ☐ ☒

**7. Fungi / Mold:** Any previous or current fungus or mold? ..... ☐ ☒

**8. Any features of the property shared in common with adjoining landowners such as walls, fences, road, driveways or other features whose use or responsibility for maintenance may have an effect on the property?** ..... ☐ ☒

**9. Common Interest Communities:** Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowner association which has any authority over the property? ..... ☒ ☐

(a) Common Interest Community Declaration and Bylaws available? ..... ☒ ☐

(b) Any periodic or recurring association fees? ..... ☒ ☐

(c) Any unpaid assessments, fines or liens, and any warnings or notices that may give rise to an assessment, fine or lien? ..... ☐ ☒

(d) Any litigation, arbitration, or mediation related to property or common area? ..... ☐ ☒

(e) Any assessments associated with the property (excluding property taxes)? ..... ☒ ☐ (SID or LID)

(f) Any construction, modification, alterations, or repairs made without required approval from the appropriate Common Interest Community board or committee? ..... ☐ ☒

**10. Any problems with water quality or water supply?** ..... ☐ ☒

**11. Any other conditions or aspects of the property which materially affect its value or use in an adverse manner?** ..... ☐ ☒

**12. Lead-Based Paint:** Was the property constructed on or before 12/31/77? ..... ☐ ☒

(If yes, additional Federal EPA notification and disclosure documents are required)

**13. Water source:** Municipal ☒ Community Well ☐ Domestic Well ☐ Other ☐

If Community Well: State Engineer Well Permit # \_\_\_\_\_ Revocable ☐ Permanent ☐ Cancelled ☐

Use of community and domestic wells may be subject to change. Contact the Nevada Division of Water Resources for more information regarding the future use of this well.

**14. Conservation Easements** such as the SNWA's Water Smart Landscape Program: Is the property a participant? ..... ☐ ☒

**15. Solar panels:** Are any installed on the property? ..... ☐ ☒

If yes, are the solar panels: Owned... ☐ Leased... ☐ or Financed... ☐

**16. Wastewater disposal:** ☒ Municipal Sewer ☐ Septic System ☐ Other ☐

**17. This property is subject to a Private Transfer Fee Obligation?** ..... ☒ ☐

**EXPLANATIONS:** Any "Yes" must be fully explained on page 3 of this form (standard transfer tax)

TS  
Seller(s) Initials

GF  
11/07/17  
3:07PM EST  
Buyer(s) Initials

MF  
12/12/17  
7:34PM EST

**EXPLANATIONS:** Any "Yes" to questions on pages 1 and 2 must be fully explained here.  
**Attach additional pages if needed.**

75 \_\_\_\_\_  
Seller(s) Initials

11/07/17  
3:07PM EST

12/12/17  
7:24PM EST

Buyers and sellers of residential property are advised to seek the advice of an attorney concerning their rights and obligations as set forth in Chapter 113 of the Nevada Revised Statutes regarding the seller's obligation to execute the Nevada Real Estate Division's approved "Seller's Real Property Disclosure Form". For your convenience, Chapter 113 of the Nevada Revised Statutes provides as follows:

**CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE**

**NRS 113.100 Definitions.** As used in NRS 113.100 to 113.150, inclusive, unless the context otherwise requires:

1. "Defect" means a condition that materially affects the value or use of residential property in an adverse manner.
2. "Disclosure form" means a form that complies with the regulations adopted pursuant to NRS 113.120.
3. "Dwelling unit" means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one person who maintains a household or by two or more persons who maintain a common household.
4. "Residential property" means any land in this state to which is affixed not less than one nor more than four dwelling units.
5. "Seller" means a person who sells or intends to sell any residential property.

(Added to NRS by 1995, 842; A 1999, 1446)

**NRS 113.110 Conditions required for "conveyance of property" and to complete service of document.** For the purposes of NRS 113.100 to 113.150, inclusive:

1. A "conveyance of property" occurs:
  - (a) Upon the closure of any escrow opened for the conveyance; or
  - (b) If an escrow has not been opened for the conveyance, when the purchaser of the property receives the deed of conveyance.
2. Service of a document is complete:
  - (a) Upon personal delivery of the document to the person being served; or
  - (b) Three days after the document is mailed, postage prepaid, to the person being served at his last known address.

(Added to NRS by 1995, 844)

**NRS 113.120 Regulations prescribing format and contents of form for disclosing condition of property.** The Real Estate Division of the Department of Business and Industry shall adopt regulations prescribing the format and contents of a form for disclosing the condition of residential property offered for sale. The regulations must ensure that the form:

1. Provides for an evaluation of the condition of any electrical, heating, cooling, plumbing and sewer systems on the property, and of the condition of any other aspects of the property which affect its use or value, and allows the seller of the property to indicate whether or not each of those systems and other aspects of the property has a defect of which the seller is aware.
2. Provides notice:
  - (a) Of the provisions of NRS 113.140 and subsection 5 of NRS 113.150.
  - (b) That the disclosures set forth in the form are made by the seller and not by his agent.
  - (c) That the seller's agent, and the agent of the purchaser or potential purchaser of the residential property, may reveal the completed form and its contents to any purchaser or potential purchaser of the residential property.



(Added to NRS by 1995, 842)

**NRS 113.130 Completion and service of disclosure form before conveyance of property; discovery or worsening of defect after service of form; exceptions; waiver.**

1. Except as otherwise provided in subsection 2:
  - (a) At least 10 days before residential property is conveyed to a purchaser:
    - (1) The seller shall complete a disclosure form regarding the residential property; and
    - (2) The seller or the seller's agent shall serve the purchaser or the purchaser's agent with the completed disclosure form.
  - (b) If, after service of the completed disclosure form but before conveyance of the property to the purchaser, a seller or the seller's agent discovers a new defect in the residential property that was not identified on the completed disclosure form or discovers that a defect identified on the completed disclosure form has become worse than was indicated on the form, the seller or the seller's agent shall inform the purchaser or the purchaser's agent of that fact, in writing, as soon as practicable after the discovery of that fact but in no event later than the conveyance of the property to the purchaser. If the seller does not agree to repair or replace the defect, the purchaser may:
    - (1) Rescind the agreement to purchase the property; or
    - (2) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.
2. Subsection 1 does not apply to a sale or intended sale of residential property:
  - (a) By foreclosure pursuant to chapter 107 of NRS.
  - (b) Between any co-owners of the property, spouses or persons related within the third degree of consanguinity.
  - (c) Which is the first sale of a residence that was constructed by a licensed contractor.
  - (d) By a person who takes temporary possession or control of or title to the property solely to facilitate the sale of the property on behalf of a person who relocates to another county, state or country before title to the property is transferred to a purchaser.
3. A purchaser of residential property may not waive any of the requirements of subsection 1. A seller of residential property may not require a purchaser to waive any of the requirements of subsection 1 as a condition of sale or for any other purpose.
4. If a sale or intended sale of residential property is exempted from the requirements of subsection 1 pursuant to paragraph (a) of subsection 2, the trustee and the beneficiary of the deed of trust shall, not later than at the time of the conveyance of the property to the purchaser of the residential property, or upon the request of the purchaser of the residential property, provide:
  - (a) Written notice to the purchaser of any defects in the property of which the trustee or beneficiary, respectively, is aware; and
  - (b) If any defects are repaired or replaced or attempted to be repaired or replaced, the contact information of any asset management company who provided asset management services for the property. The asset management company shall provide a service report to the purchaser upon request.
5. As used in this section:
  - (a) "Seller" includes, without limitation, a client as defined in NRS 645H.060.
  - (b) "Service report" has the meaning ascribed to it in NRS 645H.150.

(Added to NRS by 1995, 842; A 1997, 349; 2003, 1339; 2005, 598; 2011, 2832)

JS  
Seller(s) Initials

  
11/07/17 3:07PM EST  
  
12/12/17 7:34PM EST  
Buyer(s) Initials



**NRS 113.135 Certain sellers to provide copies of certain provisions of NRS and give notice of certain soil reports; initial purchaser entitled to rescind sales agreement in certain circumstances; waiver of right to rescind.**

1. Upon signing a sales agreement with the initial purchaser of residential property that was not occupied by the purchaser for more than 120 days after substantial completion of the construction of the residential property, the seller shall:

(a) Provide to the initial purchaser a copy of NRS 11.202 to 11.206, inclusive, and 40.600 to 40.695, inclusive;

(b) Notify the initial purchaser of any soil report prepared for the residential property or for the subdivision in which the residential property is located; and

(c) If requested in writing by the initial purchaser not later than 5 days after signing the sales agreement, provide to the purchaser without cost each report described in paragraph (b) not later than 5 days after the seller receives the written request.

2. Not later than 20 days after receipt of all reports pursuant to paragraph (c) of subsection 1, the initial purchaser may rescind the sales agreement.

3. The initial purchaser may waive his right to rescind the sales agreement pursuant to subsection 2. Such a waiver is effective only if it is made in a written document that is signed by the purchaser.

(Added to NRS by 1999, 1446)

**NRS 113.140 Disclosure of unknown defect not required; form does not constitute warranty; duty of buyer and prospective buyer to exercise reasonable care.**

1. NRS 113.130 does not require a seller to disclose a defect in residential property of which he is not aware.

2. A completed disclosure form does not constitute an express or implied warranty regarding any condition of residential property.

3. Neither this chapter nor chapter 645 of NRS relieves a buyer or prospective buyer of the duty to exercise reasonable care to protect himself.

(Added to NRS by 1995, 843; A 2001, 2896)

**NRS 113.150 Remedies for seller's delayed disclosure or nondisclosure of defects in property; waiver.**

1. If a seller or the seller's agent fails to serve a completed disclosure form in accordance with the requirements of NRS 113.130, the purchaser may, at any time before the conveyance of the property to the purchaser, rescind the agreement to purchase the property without any penalties.

2. If, before the conveyance of the property to the purchaser, a seller or the seller's agent informs the purchaser or the purchaser's agent, through the disclosure form or another written notice, of a defect in the property of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser may:

(a) Rescind the agreement to purchase the property at any time before the conveyance of the property to the purchaser; or

(b) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.

3. Rescission of an agreement pursuant to subsection 2 is effective only if made in writing, notarized and served not later than 4 working days after the date on which the purchaser is informed of the defect:

(a) On the holder of any escrow opened for the conveyance; or

(b) If an escrow has not been opened for the conveyance, on the seller or the seller's agent.

4. Except as otherwise provided in subsection 5, if a seller conveys residential property to a purchaser without complying with the requirements of NRS 113.130 or otherwise providing the purchaser or the purchaser's agent with written notice of all defects in the property of which the seller is aware, and there is a defect in the property of which the seller was aware before the property was conveyed to the purchaser and of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser is entitled to recover from the seller treble the amount necessary to repair or replace the defective part of the property, together with court costs and reasonable attorney's fees. An action to enforce the provisions of this subsection must be commenced not later than 1 year after the purchaser discovers or reasonably should have discovered the defect or 2 years after the conveyance of the property to the purchaser, whichever occurs later.

5. A purchaser may not recover damages from a seller pursuant to subsection 4 on the basis of an error or omission in the disclosure form that was caused by the seller's reliance upon information provided to the seller by:

(a) An officer or employee of this State or any political subdivision of this State in the ordinary course of his or her duties; or

(b) A contractor, engineer, land surveyor, certified inspector as defined in NRS 645D.040 or pesticide applicator, who was authorized to practice that profession in this State at the time the information was provided.

6. A purchaser of residential property may waive any of his or her rights under this section. Any such waiver is effective only if it is made in a written document that is signed by the purchaser and notarized.

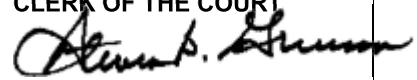
(Added to NRS by 1995, 843; A 1997, 350, 1797)

The above information provided on pages one (1), two (2) and three (3) of this disclosure form is true and correct to the best of seller's knowledge as of the date set forth on page one (1). **SELLER HAS DUTY TO DISCLOSE TO BUYER AS NEW DEFECTS ARE DISCOVERED AND/OR KNOWN DEFECTS BECOME WORSE (See NRS 113.130(1)(b)).**

Seller(s): *Shiraz Trust* Date: 10/24/2017  
 Co-trustee, the Shiraz Trust  
 Seller(s): Manager, Lyons Development LLC Date: \_\_\_\_\_

**BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY AND ITS ENVIRONMENTAL STATUS. Buyer(s) has/have read and acknowledge(s) receipt of a copy of this Seller's Real Property Disclosure Form and copy of NRS Chapter 113.100 to 113.150, inclusive, attached hereto as pages four (4) and five (5).**

Buyer(s): *Joseph Folino* Date: 10/25/2017  
 dotloop verified 11/07/17 3:07PM EST EL77-GGIB-JDHV-QKN6  
 Buyer(s): *Nicole Folino* Date: 10/25/2017  
 dotloop verified 11/07/17 2:44PM EST WQEE-AXST-1UT2-DLBE



**RPLY**  
CHRISTOPHER M. YOUNG, ESQ.  
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JAY T. HOPKINS, ESQ.  
Nevada Bar No. 3223  
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Attorneys for Todd Swanson, et al.

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOSEPH FOLINO, an individual and NICOLE  
FOLINO, an individual,

Plaintiff(s),

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYON DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendant(s).

CASE NO.: A-18-782494-C  
DEPT. NO.: XXIV

**HEARING DATE: 11/7/19**  
**HEARING TIME: 9:00 A.M.**

**DEFENDANTS' REPLY TO PLAINTIFFS' OPPOSITION TO DEFENDANTS'**  
**MOTION TO DISMISS PLAINTIFFS' SECOND AMENDED COMPLAINT**

Defendants, TODD SWANSON, an individual; TODD SWANSON, Trustee of the  
SHIRAZ TRUST; SHIRAZ TRUST, a Trust of unknown origin; LYON DEVELOPMENT,  
LLC, (hereinafter referred to as "Defendants") by and through its counsel of record  
CHRISTOPHER M. YOUNG, ESQ., and JAY T. HOPKINS, ESQ., of the law firm of  
CHRISTOPHER M. YOUNG, PC, hereby submits the following Reply to Plaintiffs' Opposition  
to Defendants' Motion to Dismiss Plaintiffs' Second Amended Complaint.

///

///

///

1 This Reply is made and based upon the pleadings and papers on file, together with the  
2 following Points and Authorities with exhibits and the arguments at the hearing.

3 DATED this 31st day of October, 2019.

4 Respectfully Submitted,

5 CHRISTOPHER M. YOUNG, PC

6  
7 /s/Christopher M. Young,  
8 CHRISTOPHER M. YOUNG, ESQ.  
9 Nevada Bar No. 7961  
10 JAY T. HOPKINS, ESQ.  
11 Nevada Bar No. 3223  
12 2460 Professional Court, Suite 200  
13 Las Vegas, Nevada 89128  
14 [cyoung@cotomlaw.com](mailto:cyoung@cotomlaw.com)  
15 [jaythopkins@gmail.com](mailto:jaythopkins@gmail.com)  
16 Attorneys for Todd Swanson, et al.

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**I.**

**INTRODUCTION**

17 The Folinos' Opposition devotes considerable time taking digs at the Defendants,  
18 claiming Defendants "have little grasp of the requirements for a successful Motion to Dismiss"  
19 and arguing the motion is frivolous. The Defendants' motion, however, is appropriate and clear.  
20 Defendants' motion was filed as a Motion to Dismiss prior to answering but, because it contains  
21 matters outside the pleadings, Defendants disclosed that this Court must apply summary  
22 judgment standards, *citing Kopicko v. Young*, 114 Nev. 1333, 1335-1336, 971 P.2d 789, 790  
(1998). (See Defendants' Motion to Dismiss at 6:25-28, footnote 2).

23 During the July 18, 2019 hearing on the Defendants' Motion to Dismiss Plaintiffs' First  
24 Amended Complaint, the Court may recall observing that the issue in this case is, in the Court's  
25 words, the "effectiveness of the repair." The Court noted that the unauthenticated Rakeman  
26 invoice, which was attached to Plaintiffs' pleadings as an exhibit, was not admissible evidence,  
27 but that it could be authenticated under N.R.C.P. 56(e) and EDCR 2.21. Indeed, the Court invited  
28

1 Defendants' motion, referring to N.R.C.P. 56(e) and EDCR 2.21 as vehicles for validating the  
2 invoice as admissible evidence.

3 Following the July 18, 2019 hearing, the Defendants met with Rakeman Plumbing owner  
4 Aaron Hawley and obtained his affidavit authenticating the invoice and establishing that the leak  
5 in question had been completely repaired, and that no further information was given to the  
6 Defendants (i.e. that there existed a systemic defect in the plumbing system). Thereafter, the  
7 Defendants filed the motion now under consideration, with the Hawley affidavit in support.

## 8 II.

### 9 ARGUMENT

#### 10 1. Summary Judgment is Warranted

11 The Plaintiffs stressed that under N.R.C.P. 56, evidence supporting a motion for  
12 summary judgment must be viewed in the light most favorable to the Plaintiff. While this is a  
13 correct statement of the summary judgment standard, the Plaintiffs invoke the "slightest doubt  
14 standard," which was abandoned in 2005 in *Wood v. Safeway*, 121 Nev. 724, 727, 121 P.3d  
15 1026, 1028 (2005) ("[w]e take this opportunity to put to rest any questions regarding the  
16 continued viability of the 'slightest doubt' standard," stating that the "slightest doubt standard in  
17 our summary judgment jurisprudence is an incorrect statement of the law and should no longer  
18 be used when analyzing motions for summary judgment.")

19 Since *Wood*, the Nevada Supreme Court has followed a gradual trend toward favoring  
20 summary judgment as a "valuable tool to weed out meritless cases and is no longer a "disfavored  
21 procedural shortcut." *Boesiger v. Desert Appraisals, LLC*, 444 P.3d 436, 438-439, 2019 Nev.  
22 LEXIS 39, \*4-5 (July 3, 2019) ("[s]ummary judgment is an important procedural tool by which  
23 factually insufficient claims or defenses [may] be isolated and prevented from going to trial with  
24 the attendant unwarranted consumption of public and private resources") and *Wood*, 121 Nev. at  
25 730, 121 P.3d at 1030 ("instead [summary judgment] is an integral part of the [rules of civil  
26 procedure] as a whole, which are designed to secure the just, speedy and inexpensive  
27 determination of every action.")

28 ///

1           There are only two critical issues of fact in this case, both of which can be resolved via  
2 summary judgment: First, whether the water leak was completely repaired, thus negating the  
3 Defendants' duty to disclose under *Nelson*; and second, whether the Defendants had knowledge  
4 that the water leak was *not* repaired, thus requiring disclosure. Here, the Hawley/Rakeman  
5 affidavit authenticates the invoice, which makes it admissible evidence. The affidavit was made  
6 with personal knowledge, establishes that the invoice was prepared in the regular course of  
7 Rakeman's business and documents Rakeman's complete repair of the water leak. The affidavit  
8 also establishes that the Rakeman invoice is the only communication Defendants received from  
9 Rakeman.

10           These facts are important because they show the Defendants' knowledge regarding  
11 whether there was a "defect or condition" which must be disclosed under NRS 113.130. The fact  
12 that the leak was completely repaired, and that such information was communicated via invoice  
13 to the Defendants, tie directly into the Defendants' subjective knowledge regarding whether or  
14 not there existed a "defect of condition that materially affected the value of the property" as  
15 discussed in *Nelson*.

16           Here, the *knowledge* of the Defendants must be viewed under a layman standard. When  
17 NRS Chapter 113 was being considered, Nevada Real Estate Division representative Shirley  
18 Petro stressed that "the disclosure form filled out by the seller contained only what the seller  
19 knew, as a layman." (*See* Exhibit A, S.B. 212, Minutes of the Assembly Committee on Judiciary,  
20 May 29, 1997, Remarks of Shirley Petro, Real Estate Division, State of Nevada). The plumbing  
21 work was done by a licensed and experienced plumbing contractor, Rakeman. Under the  
22 "layman" standard, it cannot be questioned the Defendants' were *not* "marked by realization,  
23 perception, or knowledge" that the water leak had *not* been repaired and therefore must be  
24 disclosed. *Nelson*, 123 Nev. at 224, 163 P.3d at 425. Under NRS 113.130 and *Nelson*, the  
25 Defendants did not have a duty to disclose the leak, which to the Defendants' knowledge, had  
26 been repaired.

27       **2. Plaintiffs Failed to Rebut the Defendants' Showing With Specific Facts**

28           The court has on many occasions reaffirmed that the burden shifts to the non-moving

1 party when the moving party presents evidence showing there are no material facts in issue.  
2 *Cuzze v. Univ. & Cmty. College Sys.*, 123 Nev. 598, 602, 172 P.3d 131, 134 (2007) (“[t]he party  
3 moving for summary judgment bears the *initial burden* of production to show the absence of a  
4 genuine issue of material fact” but the non-moving party must rebut the evidence with specific  
5 facts).

6 The Plaintiffs correctly assert that “simply offering an affidavit in support of a position  
7 does not establish it as an undisputed fact.” (*See* Plaintiffs’ Opposition at 4:27-28). However, to  
8 defeat summary judgment, the Plaintiffs must rebut the evidence in the affidavit and the invoice  
9 by presenting specific facts that 1) Rakeman did repair the water leak, and 2) that Defendants  
10 knew the repair was not complete. This Plaintiffs cannot do.

11 It is important to stress the *Nelson* holding. Under *Nelson*, if a defect or condition is  
12 repaired, the seller cannot be aware that it is condition which materially affects the value of the  
13 property. Instead of refuting the evidence presented by the Defendants, however, the Plaintiffs  
14 question the rules in *Nelson* and argue the Rakeman evidence that the leak was repaired is  
15 irrelevant because the Defendants “lied” on the disclosure form. According to the Plaintiffs:

- 16 • “[T]here was a systemic defect in the plumbing system that was never repaired (*even if*  
17 *Rakeman believes they identified all of the damages*) (emphasis added) (Plaintiffs’  
18 Opposition at 3:16-19);
- 19 • “All [the affidavit] proves is that a repair was conducted, not that Defendants did not  
20 engage in misrepresentation, concealment, and fraud.” (Plaintiffs’ Opposition at 5:9-11);
- 21 • “[W]hat it means to be aware and have knowledge of something... is totally irrelevant.  
22 (Plaintiffs’ Opposition at 5:24-25, 6:1);
- 23 • “It does not matter whether Defendants believe that the repair removed their awareness of  
24 the issue, because the question did not only ask about current issues.” (Plaintiffs’  
25 Opposition at 6:12-15);
- 26 • “A repair does not remove one’s awareness of previous occurrences.” (Plaintiffs’  
27 Opposition at 6:16);
- 28 • “[I]t does not matter whether the Defendants believe the repair had taken place, they still

1           lied on the SRPD.” (Plaintiffs’ Opposition at 9:3-5).

2           Under *Nelson*, once Swanson hired a licensed contractor to repair a “defect or condition”  
3 and once the contractor performed the necessary repairs to completion, no disclosure of the  
4 defect or condition is required under NRS 113.140. In other words, there is no duty to disclose.

5           Under summary judgment standards, Defendants’ showing that the water leak was  
6 completely repaired compels the Plaintiffs to present specific facts refuting that evidence. To  
7 survive summary judgment, the Plaintiffs must come forward with specific facts, not mere  
8 allegations, showing the statements in the Hawley affidavit and Rakeman invoice are not true.  
9 Under *Wood* and its progeny, the Plaintiffs have “a burden of production to show the existence  
10 of a genuine issue of material fact” that the water leak was not completely repaired and must also  
11 show the Defendants’ *knowledge* of that fact. Because the Plaintiffs’ Opposition fails to comply  
12 with these summary judgment standards, summary judgment is warranted in this case.

13       **3. Plaintiffs’ Fraud Claim is Derivative and Cannot Stand Without Their NRS**  
14       **Chapter 113 Claim**

15           The Plaintiffs attempt to separate the fraud claim from the concealment claim. But the  
16 fraud claim is derivative because it emanates from the concealment claim. The Court “must look  
17 to the gravamen or ‘substantial point or essence’ of each claim rather than its form to see  
18 whether each individual claim” can stand. *Szymborski v. Spring Mt. Treatment Ctr.*, 403 P.3d  
19 1280, 1285, 133 Nev. Adv. Pep. 80 (2017). Here, the “gravamen” of the Plaintiffs’ complaint is  
20 that the Defendants did not comply with NRS 113.130. If the concealment claim fails, the fraud  
21 claim also fails.

22           Further, this court granting summary judgment regarding the Folinós’ concealment claim  
23 negates a required element in their fraud claim: duty. *See Nelson v. Heer*, 163 P.3d 420, 426  
24 (Nev. 2007). It is axiomatic that if the Defendants did not have a duty to disclose the repaired  
25 water leak, the Defendants cannot have intent to commit the same non-disclosure.

26       **4. Sanctions and Attorney’s Fees are Not Warranted**

27           A frivolous or groundless claim is one “not supported by any credible evidence.” *Bobby*  
28 *Berosini, Ltd. v. People for the Ethical Treatment of Animals*, 114 Nev. 1348, 1354, 971 P.2d

1 383, 387 (1998). Here, as discussed in this Reply and in the Defendants' motion, the law and the  
2 facts support summary judgment. In previous motions, the Defendants have successfully  
3 presented to this Court why the Plaintiffs' action fails to state a claim. In large part, Defendants  
4 sought dismissal on the ground that the Rakeman invoice, which was attached to Plaintiffs'  
5 Complaint and successive pleadings, showed that under *Nelson* the Defendants did not have a  
6 duty to disclose. When the Court questioned the Rakeman invoice and whether the repair fixed  
7 the leak, the Defendants met with Aaron Rakeman. Rakeman then provided an affidavit which  
8 presents a new fact, the sworn testimony that Rakeman completely fixed the leak and that no  
9 further information was given to the Defendants.

10 Defendants actions have not been frivolous. Indeed, the myriad of claims asserted by the  
11 Plaintiffs, most of which have been dismissed by the Court, suggest that Defendants should be  
12 entitled to fees for having to follow an arduous and time-consuming process to clean up the  
13 Plaintiffs' case. *See Introcaso v. Cunningham*, 857 F.2d 965, 967-68 (4th Cir. 1988) ("[I]t is  
14 possible for a plaintiff to establish a prima facie case which is weak but which is sufficient to  
15 survive a directed verdict, but which is nonetheless groundless in light of a defense readily  
16 apparent to the plaintiff from the outset of the litigation.") Here, unlike the Plaintiffs, the  
17 Defendants are not asserting the Plaintiffs are acting in bad faith. All the Defendants ask is that  
18 this Court apply the law.

#### 19 **5. Discovery Will Not Cure the Plaintiffs' Deficiencies**

20 Discovery will not change that the Rakeman affidavit and invoice establish that the  
21 plumbing company that repaired the leak, Rakeman Plumbing, provided testimony in the  
22 affidavit that the water leak was completely repaired. Discovery will not show Defendants'  
23 knowledge that there was a systemic defect in the plumbing system. Discovery will not change  
24 the *Nelson* ruling which establishes that when a defect or condition is repaired, there is no duty to  
25 disclose under NRS 113.130.

26 ///

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28 ///



1 III.

2 CONCLUSION

3 The Plaintiffs arguments and requests in their Opposition are not well-grounded.  
4 Defendants request that this Court grant their Motion to Dismiss/Motion for Summary Judgment  
5 and deny the Plaintiffs' requests, including their motion for sanctions in the form of attorneys'  
6 fees and a discovery order.

7 DATED this 31st day of October, 2019.

8 Respectfully Submitted,

9 CHRISTOPHER M. YOUNG, PC

10  
11 /s/Christopher M. Young  
12 CHRISTOPHER M. YOUNG, ESQ.  
13 Nevada Bar No. 7961  
14 JAY T. HOPKINS, ESQ.  
15 Nevada Bar No. 3223  
16 2460 Professional Court, Suite 200  
17 Las Vegas, Nevada 89128  
18 [cyoung@cotomlaw.com](mailto:cyoung@cotomlaw.com)  
19 [jaythopkins@gmail.com](mailto:jaythopkins@gmail.com)  
20 Attorneys for Todd Swanson, et al.  
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1 **CERTIFICATE OF E-SERVICE**

2 Pursuant to Nevada Rules of Civil Procedure 5(b), Administrative Order 14-2, and  
3 N.E.F.C.R. 9, I hereby certify that on the 31st day of October, 2019, service of the foregoing  
4 **DEFENDANTS' REPLY TO PLAINTIFFS' OPPOSITION TO DEFENDANTS'**  
5 **MOTION TO DISMISS PLAINTIFFS' SECOND AMENDED COMPLAINT** was  
6 electronically filed and served on counsel through the Court's electronic filing system as follows:

7 Rusty Graf, Esq.  
8 Shannon M. Wilson, Esq.  
9 10777 West Twain Avenue, 3<sup>rd</sup> Floor  
10 Las Vegas, Nevada 89135  
11 [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
12 [swilson@blacklobello.law](mailto:swilson@blacklobello.law)  
13 Attorneys for Plaintiff

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/s/ Myra Hyde  
An Employee of  
CHRISTOPHER M. YOUNG, PC

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## **EXHIBIT A**

**MINUTES OF THE  
ASSEMBLY COMMITTEE ON JUDICIARY**

**Sixty-ninth Session  
May 29, 1997**

The Committee on Judiciary was called to order at 8:15 a.m., on Thursday, May 29, 1997. Chairman Bernie Anderson presided in Room 3138 of the Legislative Building, Carson City, Nevada. Exhibit A is the Agenda. Exhibit B is the Guest List.

**COMMITTEE MEMBERS PRESENT:**

Mr. Bernie Anderson, Chairman  
Ms. Barbara Buckley, Vice Chairman  
Mr. Clarence (Tom) Collins  
Ms. Merle Berman  
Mr. John Carpenter  
Mr. Don Gustavson  
Mr. Dario Herrera  
Mrs. Ellen Koivisto  
Mr. Mark Manendo  
Mr. Dennis Nolan  
Ms. Genie Ohrenschall  
Mr. Richard Perkins  
Mr. Brian Sandoval  
Mrs. Gene Segerblom

**GUEST LEGISLATORS PRESENT:**

Sen. Ernest E. Adler, Representative, Capital Senatorial District

**STAFF MEMBERS PRESENT:**

Donald O. Williams, Chief Principal Research Analyst  
Risa L. Berger, Committee Counsel  
Matthew Baker, Committee Secretary

**OTHERS PRESENT:**

Chief Justice Miriam Shearing, Nevada Supreme Court  
Associate Justice Robert Rose, Nevada Supreme Court

He felt the bill was very thorough, noting the Sentencing Commission had spent over a year on hearing the concepts provided for in the bill. The measure had been fine tuned and all sides had commented on the issue. He felt the bill addressed the problems which accompanied theft crimes, the solution to which the legislature had been unsuccessful dealing with for many years.

Lt. Phil Galeoto, Representative, Reno Police Department, addressed the committee. He stated his support for the bill and many of the provisions contained in it. He pointed out page 2, line 18, which had a reference to firearms, making a theft of one a felony crime. This was a very important issue to law enforcement personnel in the field, particularly in the area of drive-by shootings. The vast majority of weapons recovered from such incidents were stolen. The provisions in the bill would be a good deterrent to reduce the incidence of drive-by shootings and similar crimes. The language dealing with the value of motor vehicles was also important. It was important to differentiate in the charging, with the actual value of motor vehicles. Lt. Galeoto echoed Mr. Coopers concerns about the professional street level criminal and professional "boosters." The bill dealt with such offenders, those who had multiple, misdemeanor convictions for petit larceny.

Lt. James Chaney, Representative, Las Vegas Metropolitan Police Department, addressed the committee. He supported the bill and agreed with everything that had been stated by Lt. Galeoto, Mr. Cooper and Mr. Graham.

Chairman Anderson asked for action to be taken on S.B. 118.

ASSEMBLYMAN SANDOVAL MOVED TO DO PASS S.B. 118.

ASSEMBLYWOMAN SEGERBLOM SECONDED THE MOTION.

THE MOTION CARRIED UNANIMOUSLY.

Assemblyman Sandoval was given the floor assignment.

Testimony commenced on S.B. 212.

**SENATE BILL 212 -**      **Makes various changes to provisions governing disclosure required upon sale of residential property.**

Pat Coward, Representative, Nevada Association of Realtors, addressed the committee. With him was Darrell Clarke, Nevada Association of Realtors and Shirley Petro, Real Estate Division, Department of Business and Industry.

Mr. Coward stated the main focus of the measure was to maintain balance between the buyers and sellers of property.

Mr. Clarke stated the main focus of the bill was to protect sellers of property who noticed defects or problems, after they had already filled out a disclosure form. If the seller did not choose to replace the defect or repair the problem, the buyer could rescind their purchase offer or buy the property as it was. The bill also made the language in statute more clear concerning the provisions related to the cost of repair for defects or problems. Mr. Clarke stated the measure was geared towards clarity and to keep a level playing field.

Shirley Petro stated the Real Estate Division was in support of the bill.

Chairman Anderson queried how a purchaser knows the problems with a building or home are correctly identified, other than the seller disclosing that there was a problem. Ms. Petro stated the purchaser had the right to get a home inspector, but there was no regulation to do so. The disclosure form filled out by the seller contained only what the seller knew to be wrong, as a layman. It was up to the buyer and seller to decide if they wanted more professional people to look at the home.

Assemblyman Nolan questioned if it were required by law for the seller to provide warranty insurance. Mr. Coward answered there was no requirement for warranty insurance, it was only an option.

Chairman Anderson asked if the bill was putting buyers more at risk than they would be otherwise. Mr. Coward stated the bill gave the seller the option to negotiate with the buyer to fix any problems or rescind their action and walk away from the deal. The balance between buyer and seller was maintained.

Chairman Anderson asked for action to be taken on S.B. 212.

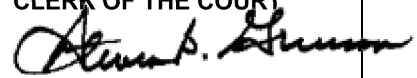
ASSEMBLYWOMAN BUCKLEY MOVED TO DO PASS S.B. 212.

ASSEMBLYWOMAN OHRENSCHALL SECONDED THE MOTION.

THE MOTION CARRIED UNANIMOUSLY.

Assemblyman Perkins was given the floor assignment.

Testimony commenced on S.B. 240.



1 NECC  
2 Rusty Graf, Esq.  
3 Nevada Bar No. 6322  
4 Shannon M. Wilson, Esq.  
5 Nevada Bar No. 13988  
6 **BLACK & LOBELLO**  
7 10777 West Twain Avenue, 3<sup>rd</sup> Floor  
8 Las Vegas, Nevada 89135 Telephone:  
9 (702) 869-8801 Facsimile: (702)  
10 869-2669  
11 E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
12 E-mail: [swilson@blacklobello.law](mailto:swilson@blacklobello.law)  
13 *Attorneys for Plaintiffs*

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

10 JOSEPH FOLINO, an individual and NICOLE  
11 FOLINO, an individual,

12 Plaintiff,

13 v.

14 TODD SWANSON, an individual; TODD  
15 SWANSON, Trustee of the SHIRAZ TRUST;  
16 SHIRAZ TRUST, a Trust of unknown origin;  
17 LYONS DEVELOPMENT, LLC, a Nevada  
18 limited liability company; DOES I through X;  
19 and ROES I through X,

20 Defendants.

CASE NO.: A-18-782494-C  
DEPT. NO.: XXIV

**NOTICE OF EARLY CASE  
CONFERENCE**

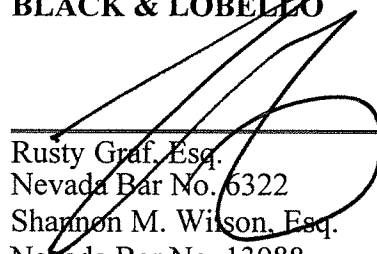
21 **TO: Defendant TODD SWANSON, an individual, Defendant TODD SWANSON,**  
22 **as Trustee of the Shiraz Trust, and Defendant LYONS DEVELOPMENT, LLC., and their**  
23 **attorneys of record Christopher M. Young, Esq. and Jay T. Hopkins, Esq. of Christopher**  
24 **M. Young, PC:**

25 PLEASE TAKE NOTICE that Plaintiffs Joseph Folino and Nicole Folino, by and  
26 through their attorney of record Rusty Graf, Esq. of Black and LoBello, will conduct an early  
27 case conference for Case No.: A-18-782494-C on the 27th day of November, 2019, at 9:00 a.m.  
28

1 at the office of Black and LoBello 10777 W Twain Ave, #300, Las Vegas, NV 89135, telephone  
2 number: (702) 869-8801.

3 DATED this 20<sup>th</sup> day of November 2019

**BLACK & LOBELLO**

  
\_\_\_\_\_  
Rusty Graf, Esq.  
Nevada Bar No. 6322  
Shannon M. Wilson, Esq.  
Nevada Bar No. 13988  
10777 W. Twain Ave., Suite 300  
Las Vegas, NV 89135  
[rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
[swilson@blacklobello.law](mailto:swilson@blacklobello.law)  
*Attorneys for Plaintiff*



**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 28<sup>th</sup> day of November 2019, I caused the above and foregoing document **NOTICE OF EARLY CASE CONFERENCE**; to be served as follows:

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and

☒ by electronic service through Odyssey, Clark County Eighth Judicial District Court's electronic filing/service system;

☐ pursuant to EDCR 7.26, to be sent via facsimile;

☐ hand delivered

to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

Christopher M. Young, Esq.  
Nevada Bar No. 7961

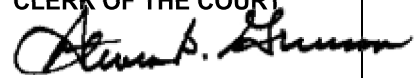
Jay T. Hopkins, Esq.

Nevada Bar No. 3223

Christopher M. Young, PC  
2640 Professional Court, #200  
Las Vegas, Nevada 89128

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

  
An Employee of Black & LoBello



1 **ECWD**

2 Rusty Graf, Esq.

3 Nevada Bar No. 6322

4 Shannon M. Wilson, Esq.

5 Nevada Bar No. 13988

6 **BLACK & LOBELLO**

7 10777 West Twain Avenue, 3<sup>rd</sup> Floor

8 Las Vegas, Nevada 89135

9 Telephone: (702) 869-8801

10 Facsimile: (702) 869-2669

11 E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)

12 E-mail: [swilson@blacklobello.law](mailto:swilson@blacklobello.law)

13 *Attorneys for Plaintiff*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 JOSEPH FOLINO, an individual and NICOLE  
17 FOLINO, an individual,

18 Plaintiff,

19 v.

20 TODD SWANSON, an individual; TODD  
21 SWANSON, Trustee of the SHIRAZ TRUST;  
22 SHIRAZ TRUST, a Trust of unknown origin;  
23 LYONS DEVELOPMENT, LLC, a Nevada  
24 limited liability company; DOES I through X;  
25 and ROES I through X,

26 Defendants.

CASE NO.: A-18-782494-C  
DEPT. NO.: XXIV

**PLAINTIFFS' INITIAL LIST OF  
WITNESSES AND PRODUCTION OF  
DOCUMENTS PURSUANT TO NRCp 16.1**

27 COMES NOW, Plaintiffs JOSEPH FOLINO and NICOLE FOLINO, by and through  
28 Rusty Graf, Esq. and Shannon M. Wilson, Esq., of Black & LoBello, their attorneys of record,  
hereby submit the Plaintiffs' Initial List of Witnesses and Production of Documents pursuant to  
N.R.C.P. 16.1.

These disclosures are based on information reasonably available to Plaintiffs as of this  
date, recognizing that the investigation continues, and that discovery has just begun. Plaintiffs  
reserve the right to supplement or modify this initial disclosure statement at any time as  
additional information becomes available during the course of discovery.

1 In making these disclosures, Plaintiffs do not purport to identify every individual,  
2 document, data compilation, or tangible thing possibly relevant to this lawsuit. Rather,  
3 Plaintiffs' disclosure represents a good faith effort to identify discoverable information they  
4 currently and reasonably believe may be used to support their claims and defenses as required  
5 by NRCP 16.1.

6 Plaintiffs make these disclosures without waiving their right to object to the production  
7 of any document, data compilations, or tangible thing disclosed on the basis of any privilege,  
8 work product, relevancy, undue burden, or other valid objection. These disclosures do not  
9 include information that may be used solely for impeachment purposes. While making these  
10 disclosures, Plaintiffs reserve among other rights, (1) the right to object on the grounds of  
11 competency, privilege, work product, relevancy and materiality, admissibility, hearsay, or any  
12 other proper grounds to the use of any disclosed information, for any purpose in whole or in part  
13 in this action or any other action, and (2) the right to object on any and all grounds, at any time,  
14 to any discovery request or motion relating to the subject matter of this disclosure.

15 The following disclosures are made subject to the above objections and qualifications:

16 **I. LIST OF WITNESSES**

- 17 1. Todd Swanson  
18 c/o Christopher M. Young, PC.  
19 2460 Professional Court, #200  
20 Las Vegas, Nevada 89128  
Tel: (702) 240-2499  
Fax: (702) 240-2489

21 This witness is expected to have information regarding the facts and circumstances at  
22 issue in this action and any damages sustained therein.

- 23 2. Joseph Folino  
24 c/o Black & LoBello  
25 10777 W Twain Ave, #300  
26 Las Vegas, Nevada 89135  
(702) 869-8801

27 This witness is expected to have information regarding the facts and circumstances at  
28 issue in this action and any damages sustained therein.

- 1           3.     Nicole Folino  
2                 c/o Black & LoBello  
3                 10777 W Twain Ave, #300  
4                 Las Vegas, Nevada 89135  
5                 (702) 869-8801

6           This witness is expected to have information regarding the facts and circumstances at  
7           issue in this action and any damages sustained therein.

- 8           4.     Person Most Knowledgeable for Rakeman Plumbing, Inc.  
9                 4075 Losee Rd  
10                North Las Vegas, NV 89030  
11                (702) 642-8553

12          This witness is expected to have information regarding the facts and circumstances at  
13          issue in this action and any damages sustained therein.

- 14          5.     Aaron Hawley  
15                 c/o Rakeman Plumbing, Inc.  
16                 4075 Losee Rd  
17                 North Las Vegas, NV 89030  
18                 (702) 642-8553

19          This witness is expected to have information regarding the facts and circumstances at  
20          issue in this action and any damages sustained therein.

- 21          6.     William Gerber  
22                 c/o Rakeman Plumbing, Inc.  
23                 4075 Losee Rd  
24                 North Las Vegas, NV 89030  
25                 (702) 642-8553

26          This witness is expected to have information regarding the facts and circumstances at  
27          issue in this action and any damages sustained therein.

- 28          7.     Person Most Knowledgeable for Repipe Specialists of Nevada, Inc.  
                c/o Contractors License Information Service-LV  
                4175 S Riley St., Ste 200  
                Las Vegas, NV 89147

            This witness is expected to have information regarding the facts and circumstances at  
            issue in this action and any damages sustained therein.

1           8.     Person Most Knowledgeable for Uponor Inc.  
2                 5925 148th Street West  
3                 Apple Valley, MN 55124

4           This witness is expected to have information regarding the facts and circumstances at  
5           issue in this action and any damages sustained therein.

6           9.     Kelly Contenta  
7                 c/o The Ivan Sher Group  
8                 10777 W Twain Ave, #333  
9                 Las Vegas, Nevada 89135  
10                (702) 869-8801

11          This witness is expected to have information regarding the facts and circumstances at  
12          issue in this action and any damages sustained therein.

13          10.    Ivan Sher  
14                 c/o The Ivan Sher Group  
15                 10777 W Twain Ave, #333  
16                 Las Vegas, Nevada 89135  
17                 (702) 869-8801

18          This witness is expected to have information regarding the facts and circumstances at  
19          issue in this action and any damages sustained therein.

20          11.    Person Most Knowledgeable for The Ivan Sher Group.  
21                 10777 W Twain Ave, #333  
22                 Las Vegas, Nevada 89135  
23                 (702) 869-8801

24          This witness is expected to have information regarding the facts and circumstances at  
25          issue in this action and any damages sustained therein.

26          12.    Ashley Oakes-Lazosky  
27                 c/o Las Vegas Homes and Fine Estates, LLC.  
28                 9691 Trailwood Dr., Ste 10&  
               Las Vegas, Nevada 89134  
               (702) 874-8555

          This witness is expected to have information regarding the facts and circumstances at  
          issue in this action and any damages sustained therein.

          13.    John Lazosky

c/o Las Vegas Homes and Fine Estates, LLC.  
9691 Trailwood Dr., Ste 10&  
Las Vegas, Nevada 89134  
(702) 874-8555

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

14. Person Most Knowledgeable for Las Vegas Homes and Fine Estates, LLC.  
9691 Trailwood Dr., Ste 10&  
Las Vegas, Nevada 89134  
(702) 874-8555

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

15. Person Most Knowledgeable for Lyons Development, LLC.  
c/o Christopher M. Young, PC.  
2460 Professional Court, #200  
Las Vegas, Nevada 89128  
Tel: (702) 240-2499  
Fax: (702) 240-2489

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

16. Person Most Knowledgeable for The Shiraz Trust.  
c/o Christopher M. Young, PC.  
2460 Professional Court, #200  
Las Vegas, Nevada 89128  
Tel: (702) 240-2499  
Fax: (702) 240-2489

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

17. Craig Jiu  
(702) 214-5990  
[craig@valpro-group.com](mailto:craig@valpro-group.com)

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

18. Person Most Knowledgeable for The Summerlin Association  
2115 Festival Plaza Drive, Suite 220  
Las Vegas, NV 89135  
(702) 791-4600

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

Plaintiffs herein reserve their right to supplement this witness list as allowed by the applicable Discovery Scheduling Order and/or applicable provisions of the Nevada Rules of Civil Procedure as the identity of additional witnesses becomes known during the course of discovery. Plaintiffs incorporate by reference all documents produced by any other parties in this action.

## **II. LIST OF DOCUMENTS**

Pursuant to NRCP 16.1(a)(1)(B), Plaintiffs hereby produce the following documents:

| <b><i>No.</i></b> | <b><i>Document</i></b>  | <b><i>Bates Numbers</i></b> |
|-------------------|---|-----------------------------|
| 1.                | Residential Purchase Agreement  | PLT000001 - PLT000010       |
| 2.                | Counter Offer No. 1   | PLT000011                   |
| 3.                | Counter Offer No. 2   | PLT000012                   |
| 4.                | Seller's Real Property Disclosure Form                                  | PLT000013 - PLT000017       |
| 5.                | The Uniform Building Inspection Report<br>Condensed                     | PLT000018 - PLT000027       |
| 6.                | Request for Repair No. 1  | PLT000028 - PLT000029       |
| 7.                | Grant, Bargain, Sale Deed   | PLT000030 - PLT000033       |
| 8.                | Rakeman Plumbing Invoice  | PLT000034 - PLT000035       |
| 9.                | Rakeman Plumbing Letter with enclosure of<br>payment record             | PLT000036 - PLT000037       |
| 10.               | E-correspondence from Uponor informing past<br>water losses             | PLT000038 - PLT000046       |
| 11.               | Uponor Warranty   | PLT000047 - PLT000048       |
| 12.               | E-correspondence regarding water loss that<br>occurred in February 2017 | PLT000049 - PLT000053       |

1 Plaintiffs incorporate by reference all documents produced by any other parties in this  
2 action. Plaintiffs reserve the right to amend/supplement this List of Documents throughout the  
3 discovery process as additional information becomes available, to designate as an exhibit any  
4 documents or other tangible evidence identified by any party and/or identified in any exhibits by  
5 any party to this action, and to submit any documents or other tangible evidence for the purpose  
6 of rebuttal and/or impeachment.  
7

8 In addition, neither inclusion of any documents or tangible items within this disclosure  
9 nor acceptance of documents provided by any other party hereto in a disclosure shall be deemed  
10 as a waiver by Plaintiffs of any evidentiary rights Plaintiffs may have with respect to those  
11 documents and/or tangible items, including, but not limited to, objection related to authenticity,  
12 materiality, relevance, foundation, hearsay, or any other rights as may be permitted pursuant to  
13 the Nevada Rules of Evidence.  
14

### 15 **III. PLAINTIFFS' COMPUTATION OF DAMAGES**

16 Plaintiffs hereby offer the following computation of damages pursuant to NRCP 16.1  
17 (a)(1)(c). This list is not all-inclusive, as discovery is continuing, and Plaintiffs, therefore,  
18 reserve the right to supplement as additional information becomes available.

|    |    |                            |                            |
|----|----|----------------------------|----------------------------|
| 19 | 1. | Fraud Damages              | Approximately \$300,000.00 |
| 20 | 2. | Breach of Contract Damages | To be determined           |
| 21 | 3. | Bad Faith Damages          | \$100,000.00               |

22  
23 Plaintiffs reserve the right to seek other damages including, but not limited to, general  
24 and exemplary damages, in an amount to be proven at trial.

### 25 **IV. DEMONSTRATIVE EXHIBITS**

26 Plaintiffs may offer at trial, certain Exhibits for demonstrative purposes including, but not  
27 limited to, the following:  
28



1. Demonstrative and actual photographs and videos;
2. Diagrams, drawings, pictures, photos, film, models, video, DVD and CD ROM.
3. Timeline of Company events;
4. Photographs and videos of Plaintiffs' witnesses;
5. Storyboards and computer digitized power point images;
6. Blow-ups/transparencies/digitized images of photographs and other exhibits;

#### **V. GENERAL OBJECTIONS**

##### **1. General Objections Applicable to All Witnesses Disclosed by Defendants.**

Plaintiffs object to any witness identified by Defendants which should be excluded on the basis that the witnesses are not relevant, or unfairly prejudicial, or not identified with particularity, or lack foundation, or would potentially violate the collateral source rule, or violate a stipulation of the parties and/or Orders of this Court. Additionally, Plaintiffs reserve the right to object to any witness identified by any party in the instant matter. Furthermore, Plaintiffs reserve the right to object or exclude any witness testimony, of any basis, at the time of trial.

##### **2. General Objections Applicable to all Documents Disclosed by Defendants.**

Plaintiffs object to any documents that Defendants intend to use as exhibits at the trial of this matter, if any information violates the collateral source rule, hearsay rule, lacks foundation, is not relevant or which relevancy is outweighed by its prejudicial effect, or contains information that was/will be excluded by the Court or by stipulation of the parties. Plaintiffs also object to these documents inasmuch as they have not been properly redacted according to the laws of the privacy, and the previous stated objections.

By disclosing witnesses and/or documents, Plaintiffs do not waive the right to challenge and/or exclude any such witness or document or portions thereof on any basis.

1 Plaintiffs reserve the right to object to any document identified by any party in the instant  
2 matter. Plaintiffs further reserve the right to use any and all of any other parties' exhibits at the  
3 time of trial of this matter.

4 DATED this 20<sup>th</sup> day of November 2019

5 **BLACK & LOBELLO**

6  
7  
8 Rusty Graf, Esq.  
Nevada Bar No. 6322  
9 Shannon M. Wilson, Esq.  
Nevada Bar No. 13988  
10 10777 W. Twain Ave., Suite 300  
Las Vegas, NV 89135  
11 [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
12 [swilson@blacklobello.law](mailto:swilson@blacklobello.law)  
13 *Attorneys for Plaintiff*

14 **BLACK & LOBELLO**  
15 10777 W. Twain Avenue, 3<sup>rd</sup> Floor  
16 Las Vegas, Nevada 89135  
17 (702) 869-8801 FAX: (702) 869-2669  
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**CERTIFICATE OF MAILING**

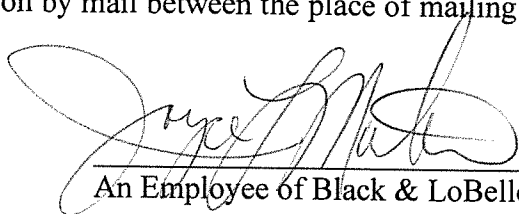
Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 20<sup>th</sup> day of November 2019, I caused the above and foregoing document **PLAINTIFFS' INITIAL LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS PURSUANT TO NRCP 16.1** to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and
- ☒ by electronic service through Odyssey, Clark County Eighth Judicial District Court's electronic filing/service system;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile;
- ☐ hand delivered

to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

Christopher M. Young, Esq.  
Nevada Bar No. 7961  
Jay T. Hopkins, Esq.  
Nevada Bar No. 3223  
Christopher M. Young, PC  
2640 Professional Court, #200  
Las Vegas, Nevada 89128

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

  
An Employee of Black & LoBello



# RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 10/19/2017

Joseph Folino and Nicole Folino ("Buyer"), hereby offers to purchase  
42 Meadowhawk Lane, Las Vegas, NV 89135 ("Property"), within the  
city or unincorporated area of Las Vegas, County of Clark County, State of Nevada,  
Zip 89135, A.P.N. # for the purchase price of \$2,700,000  
(two million seven hundred thousand dollars) ("Purchase Price") on the terms and conditions  
contained herein: BUYER ☒ does ~~OR~~ ☐ does not intend to occupy the Property as a residence.

### Buyer's Offer

**1. FINANCIAL TERMS & CONDITIONS:**

\$ 150,000      A. EARNEST MONEY DEPOSIT ("EMD") is ☐ presented with this offer —OR— ☒ wired to title \_\_\_\_\_ . Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) or 2 business days if wired to: ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, —OR— ☐ Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ \_\_\_\_\_ **B. ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) \_\_\_\_\_. The additional deposit ☐ will ~~OR~~ ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

\$ 2,160,000      **C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:**

☒ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) \_\_\_\_\_

§ \_\_\_\_\_ D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):

☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) \_\_\_\_\_

Interest: ☐ Fixed rate, \_\_\_\_\_ years – OR – ☐ Adjustable Rate, \_\_\_\_\_ years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.

§ \_\_\_\_\_ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS  
IN "FINANCING ADDENDUM" which is attached hereto.

\$ 390,000 **F. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 2,700,000 **G. TOTAL PURCHASE PRICE.** (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

**2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

**A. NEW LOAN APPLICATION:** Within 2 business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Joseph Folino and Nicole Folino

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135

BUYER(S) INITIALS:

SELLER(S) INITIALS:

**Rev. 05/16**

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Page 1 of 10

This form presented by Ashley Oakes-Lazosky | Vegas Homes & Fine Estates | 702-281-1198 |  
ADMIN@VHFEV.COM

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applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

**B. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than 21 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

**C. LOAN CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 26 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

**D. CASH PURCHASE:** Within n/a business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

3. **SALE OF OTHER PROPERTY:** This Agreement ☒ is not **—OR—** ☐ is contingent upon the sale (and closing) of another property which address is \_\_\_\_\_  
Said Property ☐ is ☐ is not currently listed **—OR—** ☐ is presently in escrow with \_\_\_\_\_  
Escrow Number: \_\_\_\_\_ Proposed Closing Date: \_\_\_\_\_

When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer written notice of that fact. Within three (3) calendar days of receipt of the notice, Buyer will waive the contingency of the sale and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.

4. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement, all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);

The following additional items of personal property: all items per MLS , downstairs barstools and couch in media room.

## 5. ESCROW:

**A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement ("Opening of Escrow"), at Chicago Title title or escrow company ("Escrow Company" or "ESCROW HOLDER") with Sandy Moursey ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Joseph Folino and Nicole Folino

Property Address:42 Meadowhawk Lane, Las Vegas, NV 89135

BUYER(S) INITIALS:

SELLER(S) INITIALS:

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the Escrow Number.

**B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

**C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on or before: 30 days after acceptance (date). If the designated date falls on a weekend or holiday, COE shall be the next business day.

**D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.

6. **TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

7. **BUYER'S DUE DILIGENCE:** Buyer's obligation is ☒ is not ☐ conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 12 calendar days from Acceptance (as defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence. Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's investigations and through the close of escrow.

**A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

**B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

**C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 7, **Buyer shall be deemed to have waived the Due Diligence Condition.**

 Buyer's Initials
  Buyer's Initials

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Joseph Folino and Nicole Folino

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135

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Page 3 of 10

**D. INSPECTIONS:** Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

| Type                    | Paid By | Type                          | Paid By | Type                                   | Paid By |
|-------------------------|---------|-------------------------------|---------|--|---------|
| Energy Audit            | n/a     | Fungal Contaminant Inspection | n/a     | Well Inspection (Quantity)             | n/a     |
| Home Inspection         | buyer   | Mechanical Inspection         | n/a     | Well Inspection (Quality)              | n/a     |
| Termite/Pest Inspection | buyer   | Pool/Spa Inspection           | buyer   | Wood-Burning Device/Chimney Inspection | n/a     |
| Roof Inspection         | n/a     | Soils Inspection              | n/a     | Septic Inspection                      | n/a     |
| Septic Lid Removal      | n/a     | Septic Pumping                | n/a     | Structural Inspection                  | n/a     |
| Survey (type):          |         | Other:                        |         | Other:                                 |         |

**E. CERTIFICATIONS:** In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

**F. BUYER'S REQUEST FOR REPAIRS:** It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

**8. FEES, AND PRORATIONS** (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

**A. TITLE, ESCROW & APPRAISAL FEES:**

| Type                       | Paid By | Type                  | Paid By | Type                 | Paid By |
|----------------------------|---------|-----------------------|---------|----------------------|---------|
| Escrow Fees                | 50-50   | Lender's Title Policy | buyer   | Owner's Title Policy | seller  |
| Real Property Transfer Tax | seller  | Appraisal             | buyer   | Other: n/a           |         |

**B. PRORATIONS:** Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

**C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Joseph Folino and Nicole Folino





Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135

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BUYER(S) INITIALS:

SELLER(S) INITIALS:

|   |   |
|---|---|
| <br>10/20/17 | <br>10/20/17 |
|              |              |

Page 4 of 10

exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

**D. LENDER AND CLOSING FEES:** In addition to Seller's expenses identified herein, Seller will contribute \$zero to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☐including **—OR—**☐excluding costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

**E. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives ~~—OR—~~ ☒ requires a Home Protection Plan with TBD. ☒ Seller ~~—OR—~~ ☐ Buyer will pay for the Home Protection Plan at a price not to exceed \$1200-\_\_\_\_\_. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans.

9. **TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes, (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be reassessed after COE which may result in a real property tax increase or decrease.

**10. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"), Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the "resale package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's receipt thereof.

- Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his authorized agent.
- If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24 of the RPA.
- Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

**A. CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

| <u>Type</u> | <u>Paid By</u> | <u>Type</u>              | <u>Paid By</u> | <u>Type</u>       | <u>Paid By</u> |
|-------------|----------------|--------------------------|----------------|-------------------|----------------|
| CIC Demand  | seller         | CIC Capital Contribution | seller         | CIC Transfer Fees | seller         |
| Other:      |                |                          |                |                   |                |

**11. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents. Check applicable boxes.

- ☒ **Seller Real Property Disclosure Form:** (NRS 113.130)      ☐ **Open Range Disclosure:** (NRS 113.065)
- ☒ **Construction Defect Claims Disclosure:** If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real Property Disclosure Form (NRS 40.688)
- ☐ **Lead-Based Paint Disclosure and Acknowledgment:** required if constructed before 1978 (24 CFR 745.113)
- ☐ **Other:** (list)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Joseph Folino and Nicole Folino

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135

BUYER(S) INITIALS:

SELLER(S) INITIALS:

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Page 5 of 10

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**12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

**13. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of the Property within 2 \_\_\_\_\_ calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.**

**14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than ☒ COE ☐ \_\_\_\_\_. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

**15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.



**16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.

**17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).



**18. DEFAULT:**

**A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

BUYER(S) INITIALS:

   
10/20/17 10/20/17  
12:34AM EDT 12:15AM EDT

SELLER(S) INITIALS:

**B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

**C. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.



Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Joseph Folino and Nicole Folino

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135

BUYER(S) INITIALS:

SELLER(S) INITIALS:

   
10/20/17 10/20/17  
12:34AM EDT 12:15AM EDT

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Page 6 of 10

## Instructions to Escrow

19. **ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. **UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

## Brokers

21. **BROKER'S COMPENSATION/FEE:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☐ will -OR- ☒ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.**

22. **WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

## Other Matters

23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a





Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Joseph Folino and Nicole Folino

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135

BUYER(S) INITIALS:

SELLER(S) INITIALS:

|   |   |
|---|---|
| <br>10/20/17 | <br>10/20/17 |
| <br>10/20/17 | <br>10/20/17 |

Rev. 05/16

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Page 7 of 10

developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.

#### 24. SIGNATURES, DELIVERY, AND NOTICES:

A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

B. Except as otherwise provided in Section 10, when a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to Escrow in the same manner.

25. **IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

**THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review the terms of this Agreement.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Joseph Folino and Nicole Folino





Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135

Rev. 05/16

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BUYER(S) INITIALS:

SELLER(S) INITIALS:

|   |   |
|---|---|
| <br>10/20/17 | <br>10/20/17 |
| <br>10/20/17 | <br>10/20/17 |

Page 8 of 10

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

27. ADDENDUM(S) ATTACHED: \_\_\_\_\_

28. ADDITIONAL TERMS: \_\_\_\_\_

### Buyer's Acknowledgement of Offer

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: Ashley Oakes-Lazosky

Company Name: Vegas Homes and Fine Estates LLC

Broker's License Number: B.1000869

Phone: 702-281-1198

Fax: 702-446-4536

Agent's Name: Ashley Oakes-Lazosky

Agent's License Number: B.1000869

Office Address: 1180 N. Town Center Dr Ste 100

City, State, Zip: Las Vegas, NV 89144

Email: ashley@vhfelv.com

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ DOES NOT have an interest in a principal to the transaction. -OR-

☐ DOES have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) -OR- ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)

Seller must respond by: 5 ☐ AM ☒ PM on (month) October, (day) 21, (year) 2017. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

Joseph Folino dotloop verified 10/20/17 12:34AM EDT SNGZ-T3OB-TC4E-MM2H

Buyer's Signature

Joseph Folino

Buyer's Printed Name

10/19/2017

Date Time

☐ AM ☐ PM

Nicole Folino dotloop verified 10/20/17 12:15AM EDT DCZP-LQQA-1Y5S-WU9W

Buyer's Signature

Nicole Folino

Buyer's Printed Name

10/19/2017

Date Time

☐ AM ☐ PM

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Joseph Folino and Nicole Folino

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135

BUYER(S) INITIALS:

SELLER(S) INITIALS:

JS NF  
10/20/17 10/20/17

Rev. 05/16

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Page 9 of 10

This form presented by Ashley Oakes-Lazosky | Vegas Homes & Fine Estates | 702-281-1198 | ADMIN@VHFELV.COM

Instant 03:05 PM 10/20/17

JA000680

## 34

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JA000681



## COUNTER OFFER

NO. 1

ATTENTION: Ashely Oakes-Lazosky COMPANY: Vegas Homes and Fine Estates LLC  
(Agent) (Name)

The ☒ Offer ☐ Counter Offer made by: ☐ Seller ☒ Buyer Joseph Folino & Nicole Folino  
(Name)

to ☒ Buy ☐ Sell the real property commonly known as: 42 Meadowhawk Lane Las Vegas  
dated: October 19<sup>th</sup>, 2017 is not accepted in its present form, but the following Counter Offer is hereby submitted:

1. Purchase price to be \$3,099,000.00.
2. Buyer Pre-approval to be revised to reflect lower down payment (as indicated in purchase agreement)  
or buyer to put 30% down as indicated in Pre-approval letter.
3. Appraisal to be order within 2 business days of accepted offer.
4. Escrow to be opened with Taci Granlund of Equity Tile 702-432-1111, TaciG@equitynv.com
5. No personal property to be included in the sale.
6. Seller time to respond to original offer is hereby to be extended to midnight October 21st, 2017.

☐ ADDITIONAL PAGE(S) ATTACHED. This Counter Offer is not complete without the additional additional terms on the attached        page(s).

OTHER TERMS: All other terms to remain the same as original Residential Purchase Agreement plus terms agreed to in Counter Offer(s) No.       .

EXPIRATION: ☒ Buyer ☐ Seller must respond by: 10:00 ☒ AM ☐ PM on (month) October,  
(day) 23rd, (year) 2017. Unless this Counter Offer is accepted by execution below  
and delivered to the ☐ Buyer's ☒ Seller's Broker before the above date and time, this Counter Offer shall  
lapse and be of no further force and effect.

Date: 10/21/2017

Authenticator  
Todd Swanson, Co-Trustee  
☐ Buyer ☒ Seller

Signature

Time: 6:30 PM

☐ Buyer ☐ Seller

Signature

The undersigned ☒ Buyer ☐ Seller hereby:

       accepts the Counter Offer;

☒ accepts the terms of this Counter Offer subject to the attached Counter Offer No. #2; or  
       rejects the Counter Offer.

Date: 10/22/2017

Joseph Folino  
dotloop verified  
10/22/17 6:37PM EDT  
R4NP-LM2L-KSGC-SF11

☒ Buyer ☐ Seller

Signature

Time:       

Nicole Folino  
dotloop verified  
10/22/17 6:55PM EDT  
VVE-TL6W-NMRF-FSNG

☐ Buyer ☐ Seller

Signature



## COUNTER OFFER NO. 2

ATTENTION: Ivan Sher COMPANY: BHHS Nevada Home Services  
(Agent) (Name)

The ☐ Offer ☒ Counter Offer made by: ☒ Seller ☐ Buyer Lyons Development LLC  
(Name)

to ☐ Buy ☒ Sell the real property commonly known as: 42 Meadow hawk Lane Las Vegas, NV 89135  
dated: October 19, 2017 is not accepted in its present form, but the following Counter Offer  
is hereby submitted:

**Purchase price to be \$3,000,000.00**

**All existing electronics to convey with the sale (as indicated in the  
original RPA).**

☐ **ADDITIONAL PAGE(S) ATTACHED.** This Counter Offer is not complete without the additional  
additional terms on the attached        page(s).

**OTHER TERMS:** All other terms to remain the same as original Residential Purchase Agreement plus terms  
agreed to in Counter Offer(s) No. 1.

**EXPIRATION:** ☐ Buyer ☒ Seller must respond by: 8 ☐ AM ☒ PM on (month) October,  
(day) 23, (year) 2017. Unless this Counter Offer is accepted by execution below  
and delivered to the ☐ Buyer's ☐ Seller's Broker before the above date and time, this Counter Offer shall  
lapse and be of no further force and effect.

Date: 10/22/2017

Joseph Folino  
dotloop verified  
10/22/17 12:05PM EDT  
B5OP-ZVJN-MPHI-R3MO

☒ Buyer ☐ Seller

Signature

Time:                     

Nicole Folino  
dotloop verified  
10/22/17 12:02PM EDT  
MIVE-FIUV-GBHS-DNHH

☒ Buyer ☐ Seller

Signature

The undersigned ☐ Buyer ☒ Seller hereby:

X accepts the Counter Offer;

       accepts the terms of this Counter Offer subject to the attached Counter Offer No.                     ; or

       rejects the Counter Offer.

Date: 10/22/17

Authentisign  
Todd Swanson, Co-Trustee

☐ Buyer ☒ Seller

Signature

Time: 11:30 am

☐ Buyer ☐ Seller

Signature

Counter Offer Rev. 5/12

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## SELLER'S REAL PROPERTY DISCLOSURE FORM

In accordance with Nevada Law, a seller of residential real property in Nevada must disclose any and all known conditions and aspects of the property which materially affect the value or use of residential property in an adverse manner (*see NRS 113.130 and 113.140*).

Date 10/24/2017

Do you currently occupy or have you ever occupied this property? **YES** ☒ **NO** ☐

Property address 42 Meadowhawk Lane

Effective October 1, 2011: A purchaser may not waive the requirement to provide this form and a seller may not require a purchaser to waive this form. (*NRS 113.130(3)*)

Type of Seller: ☐ Bank (financial institution); ☐ Asset Management Company; ☒ Owner-occupier; ☐ Other: \_\_\_\_\_

**Purpose of Statement:** (1) This statement is a disclosure of the condition of the property in compliance with the Seller Real Property Disclosure Act, effective January 1, 1996. (2) This statement is a disclosure of the condition and information concerning the property known by the Seller which materially affects the value of the property. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction and is not a substitute for any inspections or warranties the Buyer may wish to obtain. Systems and appliances addressed on this form by the seller are not part of the contractual agreement as to the inclusion of any system or appliance as part of the binding agreement.

**Instructions to the Seller:** (1) ANSWER ALL QUESTIONS. (2) REPORT KNOWN CONDITIONS AFFECTING THE PROPERTY. (3) ATTACH ADDITIONAL PAGES WITH YOUR SIGNATURE IF ADDITIONAL SPACE IS REQUIRED. (4) COMPLETE THIS FORM YOURSELF. (5) IF SOME ITEMS DO NOT APPLY TO YOUR PROPERTY, CHECK N/A (NOT APPLICABLE). EFFECTIVE JANUARY 1, 1996, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE THE PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT AND SEEK OTHER REMEDIES AS PROVIDED BY THE LAW (*see NRS 113.150*).

**Systems / Appliances:** Are you aware of any problems and/or defects with any of the following:

|   | YES                      | NO                                  | N/A                                 |   | YES                      | NO                                  | N/A                      |
|---|--------------------------|-------------------------------------|-------------------------------------|---|--------------------------|-------------------------------------|--------------------------|
| Electrical System .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Shower(s) .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Plumbing .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Sink(s) .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Sewer System & line .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Sauna / hot tub(s) .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Septic tank & leach field .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Built-in microwave .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Well & pump .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Range / oven / hood-fan .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Yard sprinkler system(s) .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Dishwasher .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Fountain(s) .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Garbage disposal .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Heating system .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Trash compactor .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Cooling system .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Central vacuum .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Solar heating system .....  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Alarm system .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Fireplace & chimney .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | owned.. <input checked="" type="checkbox"/> leased.. <input type="checkbox"/> |                          |                                     |                          |
| Wood burning system .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Smoke detector .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Garage door opener .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Intercom .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Water treatment system(s) .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Data Communication line(s) .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| owned.. <input checked="" type="checkbox"/> leased.. <input type="checkbox"/> |                          |                                     |                                     | Satellite dish(es) .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Water heater .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | owned.. <input checked="" type="checkbox"/> leased.. <input type="checkbox"/> |                          |                                     |                          |
| Toilet(s) .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Other .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Bathtub(s) .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |   |                          |                                     |                          |

**EXPLANATIONS:** Any "Yes" must be fully explained on page 3 of this form.

TS  
Seller(s) Initials

GF  
11/07/17  
9:03AM EST  
Buyer(s) Initials

MF  
12/12/17  
7:34PM EST



| Property conditions, improvements and additional information: .....       | YES | NO | N/A |
|---|-----|----|-----|
| 1. Is the property in good condition?                                     |     |    |     |
| 2. Are there any improvements or additions to the property?               |     |    |     |
| 3. Are there any other factors that may affect the value of the property? |     |    |     |

Are you aware of any of the following?:



### 1. Structure:

- |  |                                     |                                     |                          |
|--|-------------------------------------|-------------------------------------|--------------------------|
| (a) Previous or current moisture conditions and/or water damage? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (b) Any structural defect? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (c) Any construction, modification, alterations, or repairs made without required state, city or county building permits? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (d) Whether the property is or has been the subject of a claim governed by NRS 40.600 to 40.695 (construction defect claims)? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (If seller answers yes, FURTHER DISCLOSURE IS REQUIRED)  |                                     |                                     |                          |
| <b>2. Land / Foundation:</b>   |                                     |                                     |                          |
| (a) Any of the improvements being located on unstable or expansive soil? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (b) Any foundation sliding, settling, movement, upheaval, or earth stability problems that have occurred on the property? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (c) Any drainage, flooding, water seepage, or high water table? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (d) The property being located in a designated flood plain? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (e) Whether the property is located next to or near any known future development? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (f) Any encroachments, easements, zoning violations or nonconforming uses? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (g) Is the property adjacent to "open range" land? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (If seller answers yes, FURTHER DISCLOSURE IS REQUIRED under NRS 113.065)  |                                     |                                     |                          |
| <b>3. Roof:</b> Any problems with the roof? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| <b>4. Pool/spa:</b> Any problems with structure, wall, liner, or equipment? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <b>5. Infestation:</b> Any history of infestation (termites, carpenter ants, etc.)? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| <b>6. Environmental:</b>   |                                     |                                     |                          |
| (a) Any substances, materials, or products which may be an environmental hazard such as but not limited to, asbestos, radon gas, urea formaldehyde, fuel or chemical storage tanks, contaminated water or soil on the property? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (b) Has property been the site of a crime involving the previous manufacture of Methamphetamine where the substances have not been removed from or remediated on the Property by a certified entity or has not been deemed safe for habitation by the Board of Health? ..... | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| <b>7. Fungi / Mold:</b> Any previous or current fungus or mold? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| <b>8.</b> Any features of the property shared in common with adjoining landowners such as walls, fences, road, driveways or other features whose use or responsibility for maintenance may have an effect on the property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| <b>9. Common Interest Communities:</b> Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowner association which has any authority over the property? .....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| (a) Common Interest Community Declaration and Bylaws available? .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| (b) Any periodic or recurring association fees? .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| (c) Any unpaid assessments, fines or liens, and any warnings or notices that may give rise to an assessment, fine or lien? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (d) Any litigation, arbitration, or mediation related to property or common area? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (e) Any assessments associated with the property (excluding property taxes)? .....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | (SID or LID)             |
| (f) Any construction, modification, alterations, or repairs made without required approval from the appropriate Common Interest Community board or committee? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| <b>10.</b> Any problems with water quality or water supply? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| <b>11.</b> Any other conditions or aspects of the property which materially affect its value or use in an adverse manner? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| <b>12. Lead-Based Paint:</b> Was the property constructed on or before 12/31/77? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| (If yes, additional Federal EPA notification and disclosure documents are required)  |                                     |                                     |                          |
| <b>13. Water source:</b> Municipal <input checked="" type="checkbox"/> Community Well <input type="checkbox"/> Domestic Well <input type="checkbox"/> Other <input type="checkbox"/>   |                                     |                                     |                          |
| If Community Well: State Engineer Well Permit # _____ Revocable <input type="checkbox"/> Permanent <input type="checkbox"/> Cancelled <input type="checkbox"/>   |                                     |                                     |                          |
| Use of community and domestic wells may be subject to change. Contact the Nevada Division of Water Resources for more information regarding the future use of this well.   |                                     |                                     |                          |
| <b>14. Conservation Easements</b> such as the SNWA's Water Smart Landscape Program: Is the property a participant? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| <b>15. Solar panels:</b> Are any installed on the property? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| If yes, are the solar panels: Owned... <input type="checkbox"/> Leased... <input type="checkbox"/> or Financed... <input type="checkbox"/>   |                                     |                                     |                          |
| <b>16. Wastewater disposal:</b> <input checked="" type="checkbox"/> Municipal Sewer <input type="checkbox"/> Septic System <input type="checkbox"/> Other <input type="checkbox"/>   |                                     |                                     |                          |
| <b>17.</b> This property is subject to a Private Transfer Fee Obligation? .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |

**EXPLANATIONS:** Any "Yes" must be fully explained on page 3 of this form

(standard transfer tax)

75  
Seller(s) Initials


  
 11/07/17 12/12/17  
 3:07PM EST 7:34PM EST  
 Buyer(s) Initials

**EXPLANATIONS:** Any "Yes" to questions on pages 1 and 2 must be fully explained here. Attach additional pages if needed.

75  
Seller(s) Initials

11/07/17  
3:07PM EST

12/12/17  
7:34PM EST

Buyer(s) Initials

Buyers and sellers of residential property are advised to seek the advice of an attorney concerning their rights and obligations as set forth in Chapter 113 of the Nevada Revised Statutes regarding the seller's obligation to execute the Nevada Real Estate Division's approved "Seller's Real Property Disclosure Form". For your convenience, Chapter 113 of the Nevada Revised Statutes provides as follows:

**CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE**

**NRS 113.100 Definitions.** As used in NRS 113.100 to 113.150, inclusive, unless the context otherwise requires:

1. "Defect" means a condition that materially affects the value or use of residential property in an adverse manner.
2. "Disclosure form" means a form that complies with the regulations adopted pursuant to NRS 113.120.
3. "Dwelling unit" means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one person who maintains a household or by two or more persons who maintain a common household.
4. "Residential property" means any land in this state to which is affixed not less than one nor more than four dwelling units.
5. "Seller" means a person who sells or intends to sell any residential property.  
(Added to NRS by 1995, 842; A 1999, 1446)

**NRS 113.110 Conditions required for "conveyance of property" and to complete service of document.** For the purposes of NRS 113.100 to 113.150, inclusive:


1. A "conveyance of property" occurs:
  - (a) Upon the closure of any escrow opened for the conveyance; or
  - (b) If an escrow has not been opened for the conveyance, when the purchaser of the property receives the deed of conveyance.
2. Service of a document is complete:
  - (a) Upon personal delivery of the document to the person being served; or
  - (b) Three days after the document is mailed, postage prepaid, to the person being served at his last known address.  
(Added to NRS by 1995, 844)



**NRS 113.120 Regulations prescribing format and contents of form for disclosing condition of property.** The Real Estate Division of the Department of Business and Industry shall adopt regulations prescribing the format and contents of a form for disclosing the condition of residential property offered for sale. The regulations must ensure that the form:

1. Provides for an evaluation of the condition of any electrical, heating, cooling, plumbing and sewer systems on the property, and of the condition of any other aspects of the property which affect its use or value, and allows the seller of the property to indicate whether or not each of those systems and other aspects of the property has a defect of which the seller is aware.
2. Provides notice:
  - (a) Of the provisions of NRS 113.140 and subsection 5 of NRS 113.150.
  - (b) That the disclosures set forth in the form are made by the seller and not by his agent.
  - (c) That the seller's agent, and the agent of the purchaser or potential purchaser of the residential property, may reveal the completed form and its contents to any purchaser or potential purchaser of the residential property.  
(Added to NRS by 1995, 842)

**NRS 113.130 Completion and service of disclosure form before conveyance of property; discovery or worsening of defect after service of form; exceptions; waiver.**

1. Except as otherwise provided in subsection 2:
  - (a) At least 10 days before residential property is conveyed to a purchaser:
    - (1) The seller shall complete a disclosure form regarding the residential property; and
    - (2) The seller or the seller's agent shall serve the purchaser or the purchaser's agent with the completed disclosure form.
  - (b) If, after service of the completed disclosure form but before conveyance of the property to the purchaser, a seller or the seller's agent discovers a new defect in the residential property that was not identified on the completed disclosure form or discovers that a defect identified on the completed disclosure form has become worse than was indicated on the form, the seller or the seller's agent shall inform the purchaser or the purchaser's agent of that fact, in writing, as soon as practicable after the discovery of that fact but in no event later than the conveyance of the property to the purchaser. If the seller does not agree to repair or replace the defect, the purchaser may:
    - (1) Rescind the agreement to purchase the property; or
    - (2) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.
2. Subsection 1 does not apply to a sale or intended sale of residential property:
  - (a) By foreclosure pursuant to chapter 107 of NRS.
  - (b) Between any co-owners of the property, spouses or persons related within the third degree of consanguinity.
  - (c) Which is the first sale of a residence that was constructed by a licensed contractor.
  - (d) By a person who takes temporary possession or control of or title to the property solely to facilitate the sale of the property on behalf of a person who relocates to another county, state or country before title to the property is transferred to a purchaser.
3. A purchaser of residential property may not waive any of the requirements of subsection 1. A seller of residential property may not require a purchaser to waive any of the requirements of subsection 1 as a condition of sale or for any other purpose.
4. If a sale or intended sale of residential property is exempted from the requirements of subsection 1 pursuant to paragraph (a) of subsection 2, the trustee and the beneficiary of the deed of trust shall, not later than at the time of the conveyance of the property to the purchaser of the residential property, or upon the request of the purchaser of the residential property, provide:
  - (a) Written notice to the purchaser of any defects in the property of which the trustee or beneficiary, respectively, is aware; and
  - (b) If any defects are repaired or replaced or attempted to be repaired or replaced, the contact information of any asset management company who provided asset management services for the property. The asset management company shall provide a service report to the purchaser upon request.
5. As used in this section:
  - (a) "Seller" includes, without limitation, a client as defined in NRS 645H.060.
  - (b) "Service report" has the meaning ascribed to it in NRS 645H.150.  
(Added to NRS by 1995, 842; A 1997, 349; 2003, 1339; 2005, 598; 2011, 2832)

  
\_\_\_\_\_  
Seller(s) Initials

  
11/07/17  
3:07PM EST  
  
12/12/17  
7:34PM EST  
\_\_\_\_\_  
Buyer(s) Initials

**NRS 113.135** Certain sellers to provide copies of certain provisions of NRS and give notice of certain soil reports; initial purchaser entitled to rescind sales agreement in certain circumstances; waiver of right to rescind.

1. Upon signing a sales agreement with the initial purchaser of residential property that was not occupied by the purchaser for more than 120 days after substantial completion of the construction of the residential property, the seller shall:

(a) Provide to the initial purchaser a copy of NRS 11.202 to 11.206, inclusive, and 40.600 to 40.695, inclusive;

(b) Notify the initial purchaser of any soil report prepared for the residential property or for the subdivision in which the residential property is located; and

(c) If requested in writing by the initial purchaser not later than 5 days after signing the sales agreement, provide to the purchaser without cost each report described in paragraph (b) not later than 5 days after the seller receives the written request.

2. Not later than 20 days after receipt of all reports pursuant to paragraph (c) of subsection 1, the initial purchaser may rescind the sales agreement.

3. The initial purchaser may waive his right to rescind the sales agreement pursuant to subsection 2. Such a waiver is effective only if it is made in a written document that is signed by the purchaser.

(Added to NRS by 1999, 1446)

**NRS 113.140** Disclosure of unknown defect not required; form does not constitute warranty; duty of buyer and prospective buyer to exercise reasonable care.

1. NRS 113.130 does not require a seller to disclose a defect in residential property of which he is not aware.

2. A completed disclosure form does not constitute an express or implied warranty regarding any condition of residential property.

3. Neither this chapter nor chapter 645 of NRS relieves a buyer or prospective buyer of the duty to exercise reasonable care to protect himself.

(Added to NRS by 1995, 843; A 2001, 2896)

**NRS 113.150** Remedies for seller's delayed disclosure or nondisclosure of defects in property; waiver.

1. If a seller or the seller's agent fails to serve a completed disclosure form in accordance with the requirements of NRS 113.130, the purchaser may, at any time before the conveyance of the property to the purchaser, rescind the agreement to purchase the property without any penalties.

2. If, before the conveyance of the property to the purchaser, a seller or the seller's agent informs the purchaser or the purchaser's agent, through the disclosure form or another written notice, of a defect in the property of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser may:

(a) Rescind the agreement to purchase the property at any time before the conveyance of the property to the purchaser; or

(b) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.

3. Rescission of an agreement pursuant to subsection 2 is effective only if made in writing, notarized and served not later than 4 working days after the date on which the purchaser is informed of the defect:

(a) On the holder of any escrow opened for the conveyance; or

(b) If an escrow has not been opened for the conveyance, on the seller or the seller's agent.

4. Except as otherwise provided in subsection 5, if a seller conveys residential property to a purchaser without complying with the requirements of NRS 113.130 or otherwise providing the purchaser or the purchaser's agent with written notice of all defects in the property of which the seller is aware, and there is a defect in the property of which the seller was aware before the property was conveyed to the purchaser and of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser is entitled to recover from the seller treble the amount necessary to repair or replace the defective part of the property, together with court costs and reasonable attorney's fees. An action to enforce the provisions of this subsection must be commenced not later than 1 year after the purchaser discovers or reasonably should have discovered the defect or 2 years after the conveyance of the property to the purchaser, whichever occurs later.

5. A purchaser may not recover damages from a seller pursuant to subsection 4 on the basis of an error or omission in the disclosure form that was caused by the seller's reliance upon information provided to the seller by:

(a) An officer or employee of this State or any political subdivision of this State in the ordinary course of his or her duties; or

(b) A contractor, engineer, land surveyor, certified inspector as defined in NRS 645D.040 or pesticide applicator, who was authorized to practice that profession in this State at the time the information was provided.

6. A purchaser of residential property may waive any of his or her rights under this section. Any such waiver is effective only if it is made in a written document that is signed by the purchaser and notarized.

(Added to NRS by 1995, 843; A 1997, 350, 1797)

The above information provided on pages one (1), two (2) and three (3) of this disclosure form is true and correct to the best of seller's knowledge as of the date set forth on page one (1). **SELLER HAS DUTY TO DISCLOSE TO BUYER AS NEW DEFECTS ARE DISCOVERED AND/OR KNOWN DEFECTS BECOME WORSE (See NRS 113.130(1)(b)).**

Seller(s): *Shiraz Trust* Date: 10/24/2017

Seller(s): Co-trustee, the Shiraz Trust Date: \_\_\_\_\_  
Manager, Lyons Development LLC

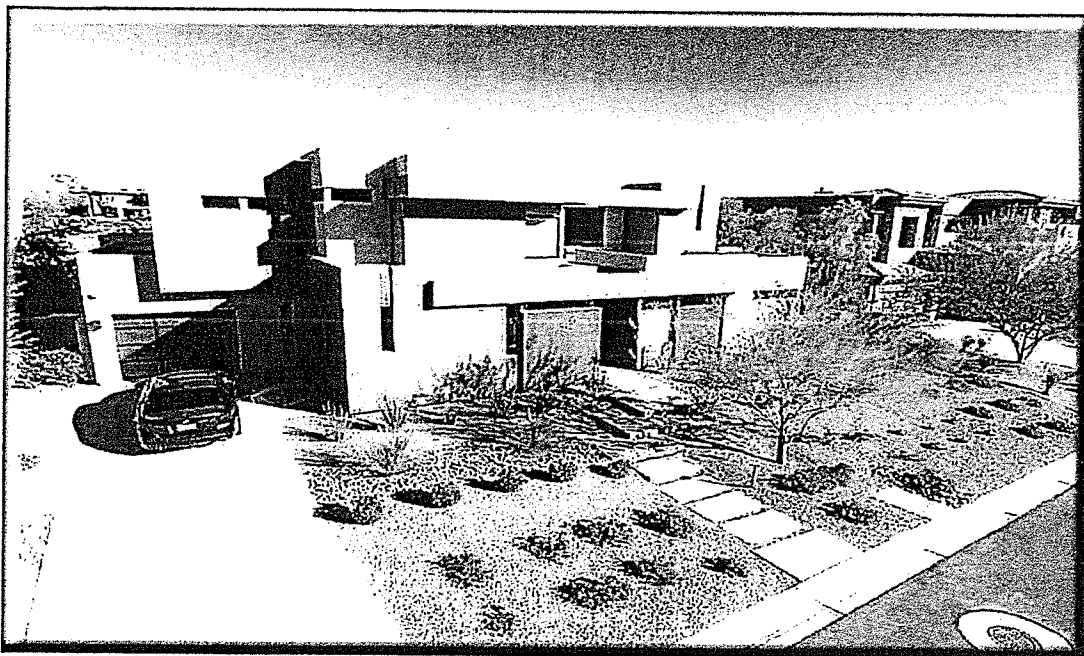
**BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY AND ITS ENVIRONMENTAL STATUS.** Buyer(s) has/have read and acknowledge(s) receipt of a copy of this Seller's Real Property Disclosure Form and copy of NRS Chapter 113.100 to 150, including attached forms on pages four (4) and five (5).

Buyer(s): *Joseph Folino* Date: 10/25/2017

Buyer(s): *Nicole Folino* Date: 10/25/2017

## The Uniform Building Inspection Report™ Condensed

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**Single Family Residence:**  
42 Meadowhawk Lane, Las Vegas, NV 89135

**Condensed Report Version Prepared for:**  
Joe & Nicole Solino, Client  
Ashley Oakes-Lazosky, Selling Agent  
Ivan Sher, Listing Agent

**Inspection Date:**  
10/27/2017, 9:00:00 AM

**Report Number:**  
1027170900RP

**Inspection Company:**  
Caveat Emptor LV  
Ralph Pane, Lic.# IOS.0002415.RE

Las Vegas, NV 89148  
(702) 210-5333  
www.caveatemptorlv.com

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Caveat

Emptor

**Condensed Report Version Prepared For: Joe & Nicole Solino**

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135  
Date of Inspection: 10/27/2017 Start Time: 9:00:00 AM Report Number: 1027170900RP

**Letter Code Definitions:**

The letter code definitions provide the inspector's professional opinion regarding the finding significance, severity, ramifications, course of action, or path of resolution recommended. If further clarification is desired please contact your inspector.

- (+) The plus sign indicates a plus for the property.
- (A) APPEARANCE This issue is generally perceived to cosmetic in nature.
- (B) BUILDING STANDARDS This finding does not appear to conform to building standards and practices in effect at the time of construction or installation.
- (C) CAUTION Caution is advised. The finding could be, or could become, hazardous under certain circumstances.
- (D) DAMAGED and/or DAMAGING Damage is observed.
- (E) EFFICIENCY Correction of this issue will generally have a significant impact on efficiency.
- (F) FAILURE The system is not operating as intended.
- (H) HAZARD The finding should be considered hazardous.
- (M) MONITOR Monitor this finding on a regular basis. Corrections by a qualified licensed contractor, if or when necessary, are recommended.
- (N) NOTICE Discretion advised. The significance of the finding is uncertain. Further study is advised.
- (P) PREVENTIVE MAINTENANCE This is generally regarded to be a recurring maintenance issue. Preventive maintenance should be performed to restore the component(s) to proper condition.
- (R) REVIEW BY SPECIALIST The most suitable course of action for addressing this finding is to defer the issue to a licensed and qualified contractor.
- (T) TYPICAL/COMMON This finding appears to be typical and consistent with the age of the structure.
- (U) UPGRADE RECOMMENDED To perform this maintenance action would be considered to be an upgrade.

**IMPORTANT: Findings, Components & Applications Listings:**

Each section of the complete report includes a list of Findings, if any, and a list of Components and Applications noted during the inspection. Some component information contains disclosures. Some Findings information may be far-reaching. To obtain this information would require reading all narratives in the Uniform Building Inspection Report™ Reference Manual, referenced by item number. The client is given this manual.

Questions or concerns? Please call (702) 210-5333

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Page 2 of 10

PLT000019

JA000690

## Condensed Report Version Prepared For: Joe & Nicole Solino

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135  
Date of Inspection: 10/27/2017 Start Time: 9:00:00 AM Report Number: 1027170900RP

### Condensed Findings:

The condensed version is not the entire report and should not be considered exclusive. In States requiring summary distribution the following listed items are considered by the inspector as inoperative, not operating properly or as intended, health and/or safety concerns, warranting further investigation by a specialist, or warranting continued observation by others. In all other States the summary may include all findings regardless of significance.

#### Grounds Findings:

[R] 0303: Irrigation station supply valve(s) possibly leak(s).  
Observed at the east side of the home. The ground around the irrigation valve box is damp. I did not see the valve leaking but the moisture should be looked into. It is recommended this finding and all associated components be reviewed and corrected as needed by a licensed and qualified Landscaping Contractor.  
See Photo(s) 0303.

[R] 0313: Irrigation anti-siphon valve leakage observed  
Observed at the southeast corner of the home. Active leaking was observed. Anti siphon valve should be replaced. It is recommended this finding and all associated components be reviewed and corrected as needed by a licensed and qualified Landscaping Contractor.  
See Photo(s) 0313.

[R] 0323: Irrigation system electric valve control wires amiss.  
Observed on the east side of the home. The low voltage wire is running on the ground when it should be in conduit or buried. Wire should be correctly ran. It is recommended this finding and all associated components be reviewed and corrected as needed by a licensed and qualified Landscaping Contractor.  
See Photo(s) 0323.

[R] [R] 0350: Irrigation system needs general repairs, maintenance and adjustments.  
This condition was observed at the front of the property. Small underground leak noticed in the front yard drip system. Leaks only when front station is in operation. Leak should be repaired. It is recommended this finding and all associated components be reviewed and corrected as needed by a licensed and qualified Landscaping Contractor. (rock is pulled back at leak area)  
See Photo(s) 0350.

#### Exterior / Roof Findings:

#### HVAC & Fireplace Findings:

#### Pool / Spa Findings:

### Notes:

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Page 3 of 10

PLT000020

JA000691

**Condensed Report Version Prepared For: Joe & Nicole Solino**

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135  
Date of Inspection: 10/27/2017 Start Time: 9:00:00 AM Report Number: 1027170900RP

**Notes:**

**[R] 3770.02: Filter case leaks.**

This condition was observed in the pool equipment area. Small leak observed at the fitting at the bottom of the filter. It is recommended this finding and all associated components be reviewed and corrected as needed by a licensed and qualified Pool Contractor.  
See Photo(s) 3770.02.

**[R] 3911: Gate(s) allowing direct access to pool or spa not self-closing and self latching.**

Observed on both sides of the home, the gates should be adjusted to allow the gate to close and latch properly on its own. It is recommended this finding and all associated components be reviewed and corrected as needed by a licensed and qualified Pool Contractor.  
See Photo(s) 3911.

**Plumbing Findings:**

**[R] 4684: Tub drains slow.**

This condition was observed in the master bathroom tub. The drain stop may need adjusting to allow faster drainage. It is recommended this finding and all associated components be reviewed and corrected as needed by a licensed and qualified Plumbing Contractor.  
See Photo(s) 4684.

**Electrical Findings:**

**[C] 5645: Electrical faceplate missing.**

Observed in the master bathroom toilet areas. Both outlets are missing the faceplate cover. A missing electrical faceplate can create a potential hazard, especially when small children are present. It is recommended that all missing electrical faceplates be installed as soon as practicable. These products are generally readily available at most major home improvement warehouses such as Lowes or The Home Depot. Caution is advised. The finding could be, or could become, hazardous under certain circumstances.  
See Photo(s) 5645.

**Bathroom(s) Findings:**

**General Interior Findings:**

**[R] 7424: Door dead bolt fails to fully extend in the jamb.**

Observed at the exterior door of the gym in the basement. Deadbolt does not fully lock. Lock should be adjusted. It is recommended this finding and all associated components be reviewed and corrected as

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Page 4 of 10

PLT000021

JA000692



**Condensed Report Version Prepared For: Joe & Nicole Solino**

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135  
Date of Inspection: 10/27/2017 Start Time: 9:00:00 AM Report Number: 1027170900RP

needed by a licensed and qualified Door Contractor.  
See Photo(s) 7424.

**Kitchen / Appliance Findings:**

**Structure Findings:**

**Notes:**

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Page 5 of 10

PLT000022

JA000693

### Condensed Report Version Prepared For: Joe & Nicole Solino

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135  
Date of Inspection: 10/27/2017 Start Time: 9:00:00 AM Report Number: 1027170900RP

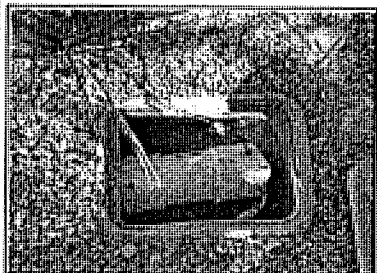


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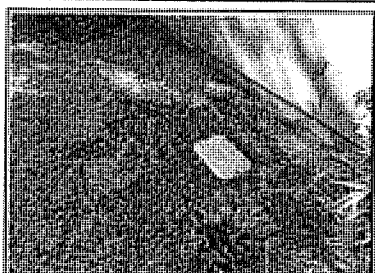


Photo: 0303 (1)



Photo: 0313 (1)



Photo: 0323 (1)

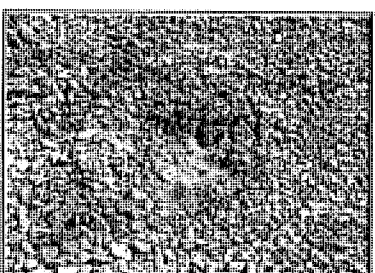


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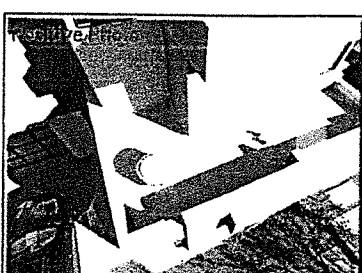


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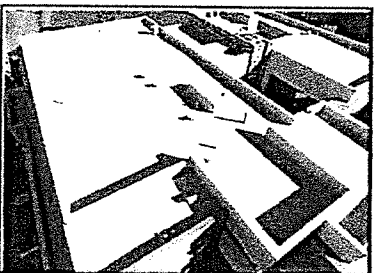


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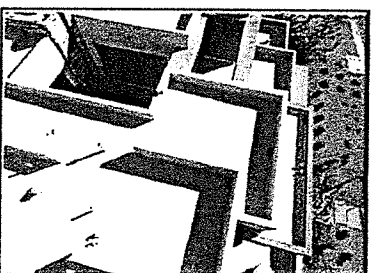


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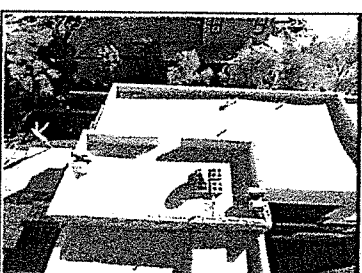


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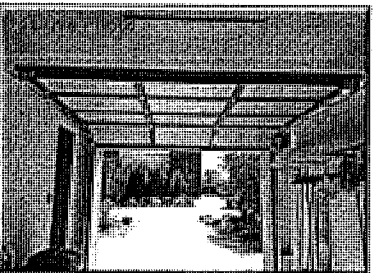


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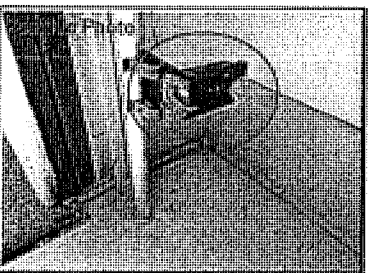


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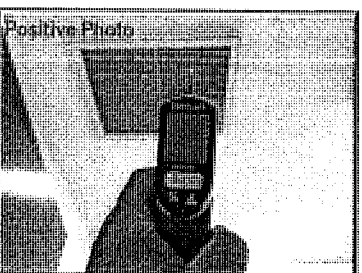


Photo: 2.02 (1)

Questions or concerns? Please call (702) 210-5333

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Page 6 of 10

PLT000023

JA000694

### Condensed Report Version Prepared For: Joe & Nicole Solino

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135  
Date of Inspection: 10/27/2017 Start Time: 9:00:00 AM Report Number: 1027170900RP

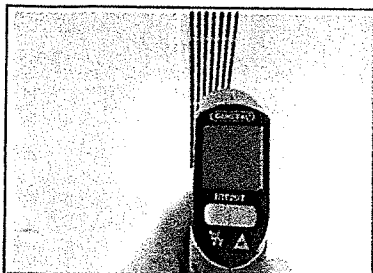


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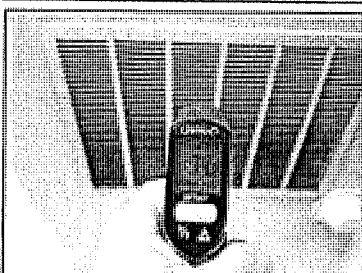


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Photo: 2.02 (4)

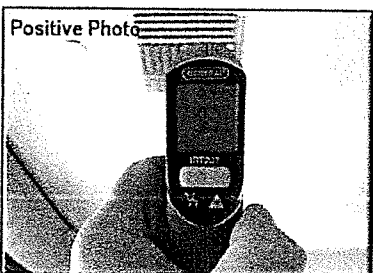


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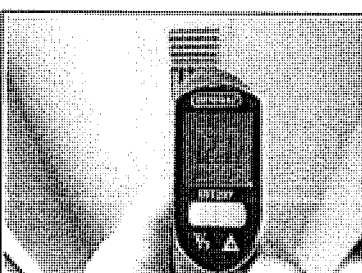


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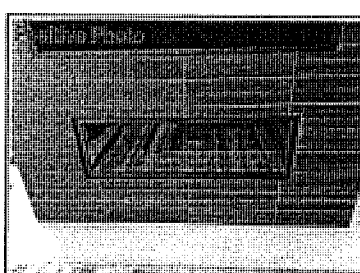


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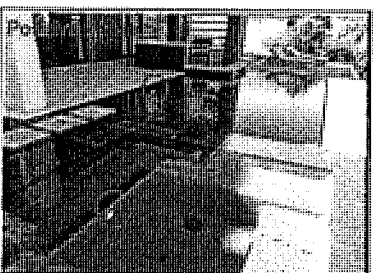


Photo: 3.33 (1)

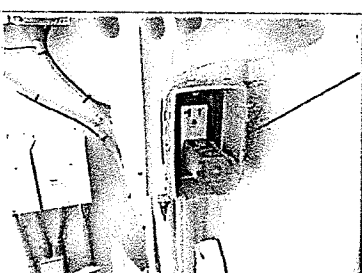


Photo: 3.33 (2)

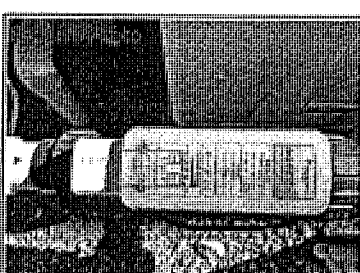


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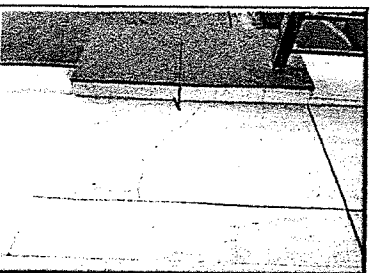


Photo: 3162 (1)

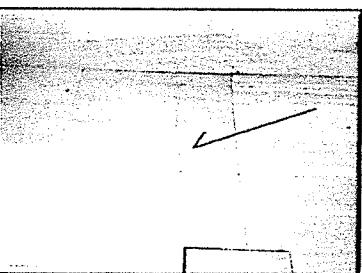


Photo: 3162 (2)

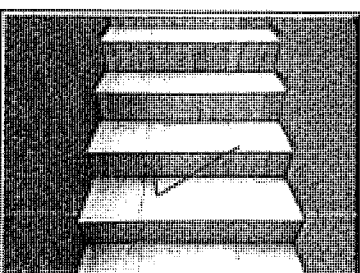


Photo: 3162 (3)

Questions or concerns? Please call (702) 210-5333

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Page 7 of 10

PLT000024

JA000695

**Condensed Report Version Prepared For: Joe & Nicole Solino**

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135  
Date of Inspection: 10/27/2017 Start Time: 9:00:00 AM Report Number: 1027170900RP

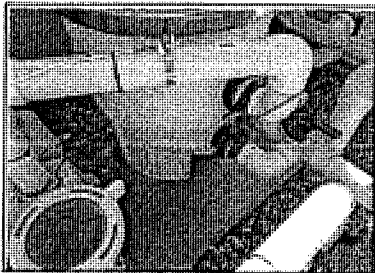


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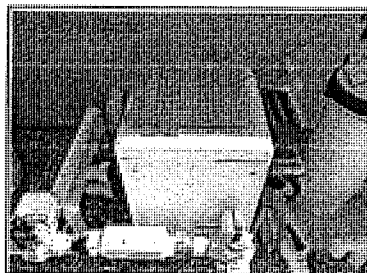


Photo: 3800 (1)



Photo: 3911 (1)

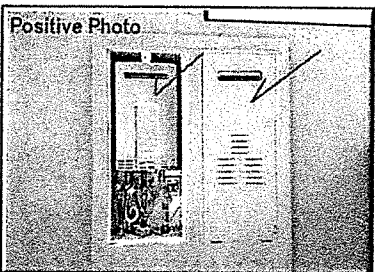


Photo: 4.07 (1)

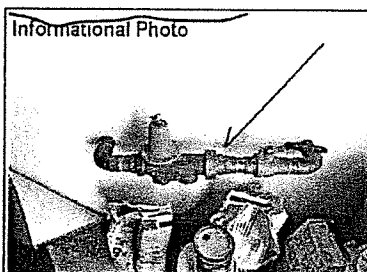


Photo: 4.16 (1)

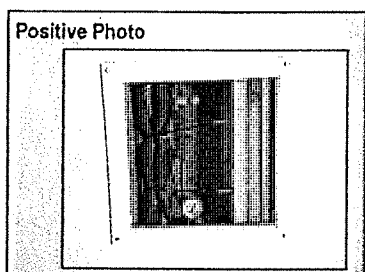


Photo: 4.171 (1)

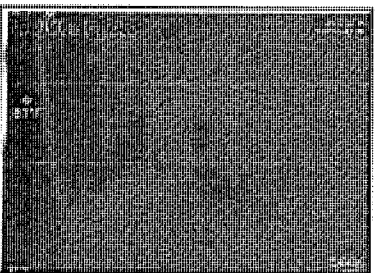


Photo: 4.18 (1)

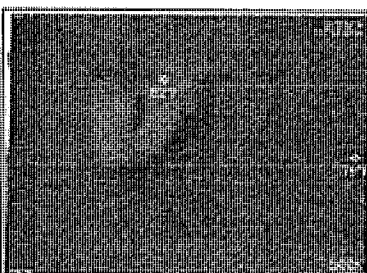


Photo: 4.18 (2)

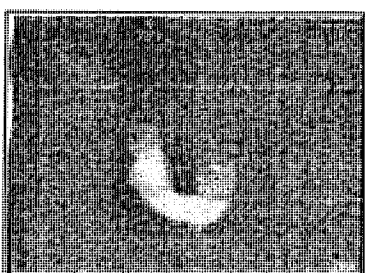


Photo: 4.18 (3)

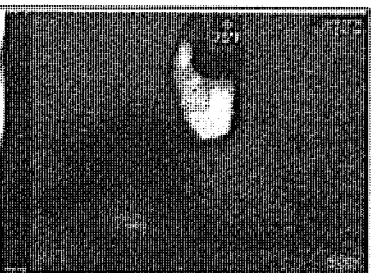


Photo: 4.18 (4)



Photo: 4.21 (1)



Photo: 4.96 (1)

Questions or concerns? Please call (702) 210-5333

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Page 8 of 10

PLT000025

JA000696

## Condensed Report Version Prepared For: Joe & Nicole Solino

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135  
Date of Inspection: 10/27/2017 Start Time: 9:00:00 AM Report Number: 1027170900RP

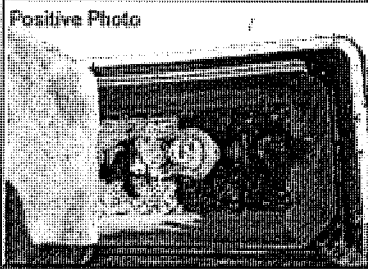


Photo: 4500 (1)

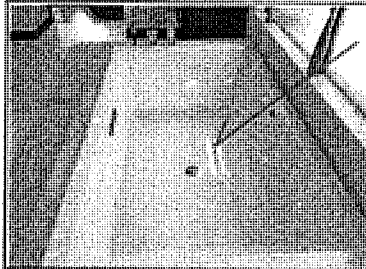


Photo: 4684 (1)



Photo: 5.2 (1)

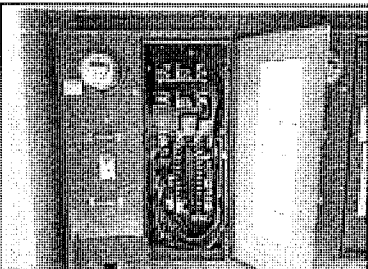


Photo: 5.2 (2)

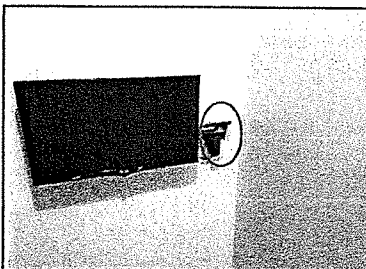


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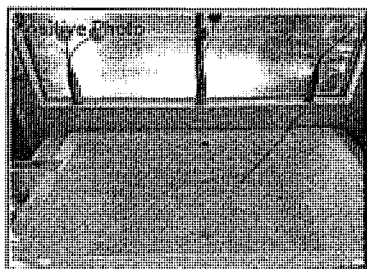


Photo: 6.15 (1)



Photo: 6.410 (1)

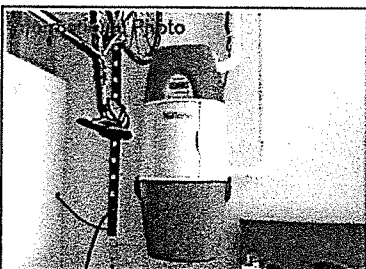


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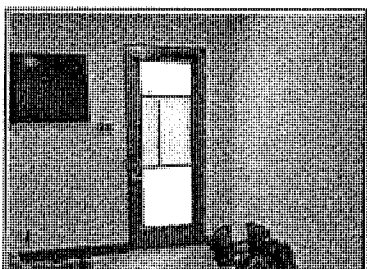


Photo: 7424 (1)



Photo: 8.04 (1)



Photo: 8.04 (2)

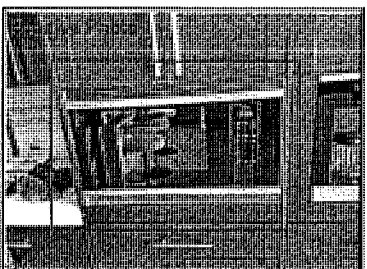


Photo: 8.07 (1)

Questions or concerns? Please call (702) 210-5333

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Page 9 of 10

PLT000026

JA000697

**Condensed Report Version Prepared For: Joe & Nicole Solino**

Property Address: 42 Meadowhawk Lane, Las Vegas, NV 89135  
Date of Inspection: 10/27/2017 Start Time: 9:00:00 AM Report Number: 1027170900RP

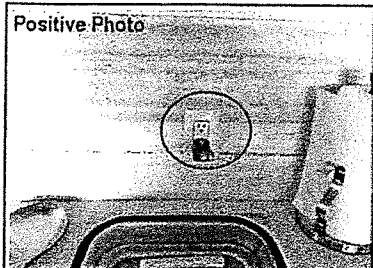


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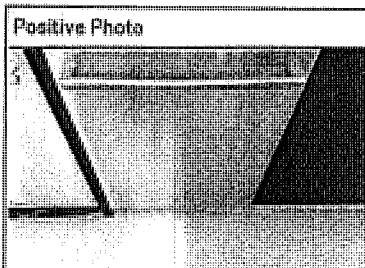


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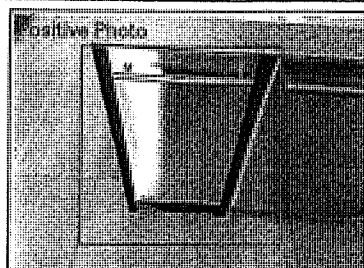


Photo: 8.31 (1)



Photo: 8.91 (1)



Photo: 8.91 (2)

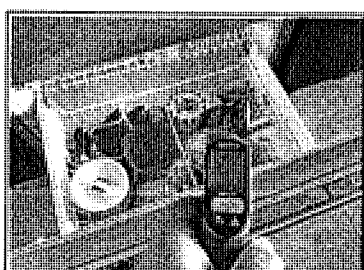


Photo: 8.91 (3)

Questions or concerns? Please call (702) 210-5333

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Page 10 of 10

PLT000027

JA000698





**Vegas Homes**  
AND FINE ESTATES  
[www.VegasHomesAndFineEstates.com](http://www.VegasHomesAndFineEstates.com)



REQUEST FOR REPAIR No. 1

In reference to the Residential Purchase Agreement dated 10/23/17 ("Agreement") on property known as 42 Meadowhawk Ln, Las Vegas, NV ("Property") executed by Joseph Folino Nicole Folino as Buyer(s) and seller of record as Seller(s). The Buyer hereby notifies the Seller of the following response and request for repairs:

**1. BUYER'S NOTICE: (Check one)**

☐ Buyer has reviewed and **approves** the Home Inspection Report and removes the home inspection contingency.

☒ Buyer requests that the Seller perform the following repairs before COE. All repairs (except general home maintenance) are to be done by a licensed Nevada contractor. Buyer reserves the right to approve the repairs at Walk Through Inspection as set forth in the Purchase Agreement. Buyer acknowledges that this Request for Repair does not absolve the Buyer of any obligation under the Residential Purchase Agreement.

All irrigation systems need to be repaired and replaced at the areas of leaking, etc.

(see inspection report for details)

Pool filter case leaks and needs to be repaired/replaced.

Side gate needs to be repaired properly to allow self-latching properly.

Drain stops need to be repaired/replaced since tubs drain slowly

Master bathroom electrical faceplates need to be replaced & installed properly.

Downstairs room door needs the deadbolt repaired/replaced to function properly.

Amended report by Inspector makes 2 additional items added to this request:

(See provided amended report and photos )

1. Pool decking outside the sliding door has a "lip" that is showing either shifting underneath and/or is a trip hazard. Seek further investigation from pool builder and provide buyers with "warranty" or solution.

2. Flat roof line that is right of the Office Patio is coming off in chunks and needs to be repaired (see report with inspectors suggested remedy.) Buyer inquiring on the builders warranty for continued said issues with the stucco on the flat roof lines of home.

11/09/17  
11:55AM EST

11/13/17  
12:17PM EST

Copies of the following reports are attached:

☒ Inspection Report

Downloaded from <http://ajph.org/> on November 10, 2014

☐ DocuSigned by:

DocuSigned by:

|            |               |          |
|------------|---------------|----------|
| Joe Folino |               | 10/30/17 |
| Buyer      | Joseph Folino | Date     |

DocuSigned by:  
Nicole Folino  
121E7F70692B427...  
Buyer Nicole Folino  
Date 10/30/17







APN NO.: 164-14-414-014

RECORDING REQUESTED BY:  
EQUITY TITLE OF NEVADA

WHEN RECORDED MAIL TO:

Joseph R Folino & Nicole Folino  
42 Meadowhawk Lane  
Las Vegas NV 89135

MAIL TAX STATEMENTS TO:  
SAME AS ABOVE

Affix RPTT: \$\$15,300.00  
ESCROW NO.: 17840471 TGR

Inst #: 20171117-0003032

Fees: \$40.00

RPTT: \$15300.00 Ex #:

11/17/2017 03:21:08 PM

Receipt #: 3252384

Requestor:

EQUITY TITLE OF NEVADA

Recorded By: RYUD Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

---

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH THAT:

**Lyons Development, LLC, a Nevada Limited Liability Company**

for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant,  
Bargain Sell and convey to

**Joseph R Folino and Nicole M Folino, husband and wife as joint tenants**

all that real property situated in the County of Clark, State of Nevada, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances  
thereunto belonging to in anywise appertaining.

SUBJECT TO:

1. General and special taxes for the current fiscal year.
2. Covenants, conditions, restrictions, rights of way, easements and reservations of record.

SELLER:

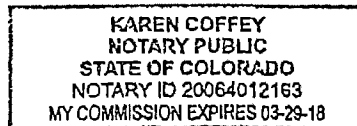
Lyons Development, LLC

Todd Swanson, Trustee  
Todd Swanson, Resource Trustee for  
the Shiraz Trust

STATE OF Colorado )  
COUNTY OF Denver ) SS:  
On November 11, 2017  
personally appeared before me, a Notary Public  
Todd Swanson

who acknowledged that he/she/they executed the  
above instrument.

Karen Coffey  
Notary Public  
My commission expires: 3/29/18



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot Fourteen (14) as shown on the FINAL MAP OF SUMMERLIN VILLAGE 18 THE RIDGES  
PARCEL "F" FALCON RIDGE as shown by map thereof on file in Book 126 of Plats, Page  
64, in the Office of the County Recorder, Clark County, Nevada.

ASSESSOR'S COPY

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a. 164-14-414-014  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

2. Type of Property:

- a. ☐ Vacant Land      b. ☒ Single Fam. Res.  
c. ☐ Condo/Twnhse      d. ☐ 2-4 Plex  
e. ☐ Apt. Bldg      f. ☐ Comm'l/Ind'l  
g. ☐ Agricultural      h. ☐ Mobile Home  
i. Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

3. a. Total Value/Sales Price of Property: \$ 3,000,000.00  
b. Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_  
c. Transfer Tax Value \$ 3,000,000.00  
d. Real Property Transfer Tax Due: \$ 15,300.00

4. **If Exemption Claimed**

- a. Transfer Tax Exemption, per NRS 375.090, Section \_\_\_\_\_  
b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_ Capacity agent  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

Print Name: Lyons Development, LLC  
Address: 10120 W Flamingo Road Ste. 4333  
City: Las Vegas  
State: NV Zip: 89147

**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Print Name: Joseph R Folino and Nicole Folino  
Address: 42 Meadowhawk Lane  
City: Las Vegas  
State: NV Zip: 89135

**COMPANY/PERSON REQUESTING RECORDING (Required if not Seller or Buyer)**

Print Name: Equity Title of Nevada Escrow No.: 17840471-084-TGR  
Address: 2475 Village View Dr., Suite 250  
City, State, Zip: Henderson, NV 89074

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)



# INVOICE

INVOICE NO  
232809

Rakeman Plumbing, Inc.  
4075 Losee Road  
N. Las Vegas, NV 89030  
Phone: (702) 642-8553  
Fax: (702) 399-1410

CUST UPONOR  
5925 148TH ST WEST  
APPLE VALLEY, MN 55124

SITE SWANSON RESIDENCE  
42 MEADOWHAWK LN  
Las Vegas, NV 89135

| ACCOUNT NO | INVOICE DATE | TERMS  | DUE DATE  |  |  | PAGE |
|------------|--------------|--------|-----------|--|--|------|
| UPONOR     | 5/23/2017    | Net 30 | 6/22/2017 |  |  | 1    |

ORDER 13382, PO

RESOLUTION RMA # 747000

TECH FOUND 3/4 UPONOR TEE LEAKING ON THE HOT SIDE OF THE PLUMBING SYSTEM.

CUT OUT LEAKING FITTING AND REPLACE WITH NEW FITTING AND RESTORE WATER WITH NO FURTHER LEAKS.

RAKEMAN HAD TO REMOVE TOE KICKS ON BUILT IN CABINETS IN CLOSET, CUT OUT WET DRYWALL, CARPET PAD AND PLACE EQUIPMENT TO DRY OUT CLOSET.

AFTER EVERYTHING IS DRY RAKMAN REPAIRED ALL DRYWALL TO MATCH EXISTING TEXTURE & COLOR AND REPAIRED ALL DAMAGED BUILT IN CLOSETS THE RESET ALL CARPET.

| ITEM NO      | QUANTITY | DESCRIPTION  | UNIT PRICE | EXTENDED  |
|--------------|----------|--------------|------------|-----------|
| BID ACCEPTED | 1        | BID ACCEPTED | 2496.00    | 2,496.00* |

Your Business is Appreciated!

\* means item is non-taxable

PLT000034  
JA000705



# INVOICE

INVOICE NO  
232809

Rakeman Plumbing, Inc.  
4075 Losee Road  
N. Las Vegas, NV 89030  
Phone: (702) 642-8553  
Fax: (702) 399-1410

CUST UPONOR  
5925 148TH ST WEST  
APPLE VALLEY, MN 55124

SITE SWANSON RESIDENCE  
42 MEADOWHAWK LN  
Las Vegas, NV 89135

| ACCOUNT NO | INVOICE DATE | TERMS  | DUE DATE  |  |  | PAGE |
|------------|--------------|--------|-----------|--|--|------|
| UPONOR     | 5/23/2017    | Net 30 | 6/22/2017 |  |  | 2    |

TOTAL AMOUNT 2,496.00



June 9, 2017

Rakeman Plumbing  
ATTN: Aaron Hawley  
4075 Losee Rd  
NORTH LAS VEGAS, NV 89030

Re: Uponor Reference No.: RMA 746512

Dear Mr. Hawley:

I am responding to the claim you submitted under the above referenced RMA number.

Enclosed please find a check in the amount of \$2,496.00 offered by Uponor in full and complete satisfaction of all claims and damages you have or may have relating to the above referenced claim. Be assured that we take these matters seriously and are working to make sure this does not happen again.

Should you require any other information or have any additional questions, please do not hesitate to contact me at (952) 997-5383. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Christy Wegner". The signature is fluid and cursive, with the first name "Christy" being more prominent than the last name "Wegner".

Christy Wegner  
Claims Coordinator  
Christy.Wegner@uponor.com

Enclosure: Check

**Uponor North America**

**Uponor, Inc.**  
5925 148th Street West  
Apple Valley, MN 55124  
Tel: (800) 321-4739  
Fax: (952) 891-2008  
Web: [www.uponor-usa.com](http://www.uponor-usa.com)

**Uponor Ltd**  
2000 Argentia Road  
Plaza 1, Suite 200  
Mississauga, ON L5N 1W1  
Tel: (888) 994-7726  
Fax: (800) 638-9517  
Web: [www.uponor.ca](http://www.uponor.ca)

PLT000036  
JA000707

014805

uponor 5925 148TH STREET WEST, APPLE VALLEY, MN 55124

109098 RAKEMAN PLUMBING Jun 7, 2017 14805

| OUR REF NUMBER | INVOICE NUMBER | INVOICE DATE | INVOICE DESCRIPTION | NET AMOUNT |
|----------------|----------------|--------------|---------------------|------------|
| 418340         | RMA746512      | Jun 7, 2017  |                     | 2,496.00   |
| TOTAL AMOUNT   |                |              |                     | \$2,496.00 |

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. AVOID PHOTOCOPYING AND MICROFILMING

uponor

5925 148TH STREET WEST  
APPLE VALLEY, MN 55124PNC Bank  
National Association  
Jeannette, PA  
60-162/433

014805

Check Date

07-Jun-2017

Check Amount

\$2,496.00

PAY Two Thousand Four Hundred Ninety-Six Dollars And Zero Cents\*\*\*\*\*

TO  
THE  
ORDER  
OFRAKEMAN PLUMBING  
4075 LOSEE ROAD  
NORTH LAS VEGAS, NV 89030  
United States

⑈014805⑈ ⑈043301627⑈ ⑈001149485⑈

PLT000037

JA000708



## Rusty Graf

---

**From:** Beissel, Stacey <Stacey.Beissel@uponor.com>  
**Sent:** Wednesday, December 13, 2017 12:47 PM  
**To:** Nicole Folino  
**Cc:** Joe Folino  
**Subject:** Uponor Warranty Claim - RMA 748395 (42 Meadowhawk)  
**Attachments:** 748395 As Received (1) (1).JPG; 748395\_As\_Received\_\_2\_ (1).JPG

Hi Nicole,

As requested, the claim information for the most recent claim submitted to Uponor for evaluation (in November 2017) is below:

### Claimant And Jobsite Information

#### Claimant Information

Builder/Contractor  
rakeman plumbing  
alison brooks  
4075 losee rd  
NORTH LAS VEGAS, NV 89030  
US  
alison@rakeman.com  
Ph 702 642 8553

#### Jobsite Information

Single Family  
todd watson  
42 meadowhawk ave.  
LAS VEGAS, NV 89135  
US  
alison@rakeman.com  
Ph 702 642 8553

#### Estimated Claim Amount

|                                |                  |
|--------------------------------|------------------|
| <b>Amount</b>                  | \$1000 to \$2500 |
| <b>Preferred Reimbursement</b> | Cash             |

#### Past Occurrences

#### Past Occurrences

#### Past Occurrences Ref

## Installation Information

### Application

**Application**

Plumbing

**Recirculation**

No

**Location Detail**

master bath closet below water heater

**Temperature/Pressure**

**Temperature**

Cold

**System Temp**

70 F

**System Pressure**

65 PSI

**Water Source**

**Water Source**

Municipal

**Dates**

**Est. Installed Date**

15-JUL-2013

**Failure Date**

07-NOV-2017

### Contractor Information

rakeman plumbing

alison brooks

4075 losee rd

NORTH LAS VEGAS, NV  
US

alison@rakeman.com

Ph 702 642 8553

Installing? Yes

### Other Information

**Present for destructive**

**Phase of Construction**

**Builder**

**Customer Comment(s)**

Blue pipe split at fitting

## Product Information

| Item Number                                  | Description   | Return |
|--|---|--------|
| LF4517575                                    | ProPEX LF Brass Sweat Adapter, 3/4" PEX x 3/4" Copper |        |
| <b>Problem:</b> blue tubing split at fitting |   |        |
| <b>Review Result:</b>                        |   |        |
| F3040750                                     | 3/4" Uponor AquaPEX Blue, 100-ft. coil                |        |
| <b>Problem:</b> blue tubing split at fitting |   |        |
| <b>Review Result:</b> Manufacturing          |   |        |

Thank you  
Stacey

# Uponor

**Stacey Beissel**  
Warranty Manager  
Uponor North America

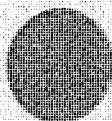
T +19529978984  
M +16512531956

[www.uponor-usa.com](http://www.uponor-usa.com)  
[www.uponorpro.com](http://www.uponorpro.com)

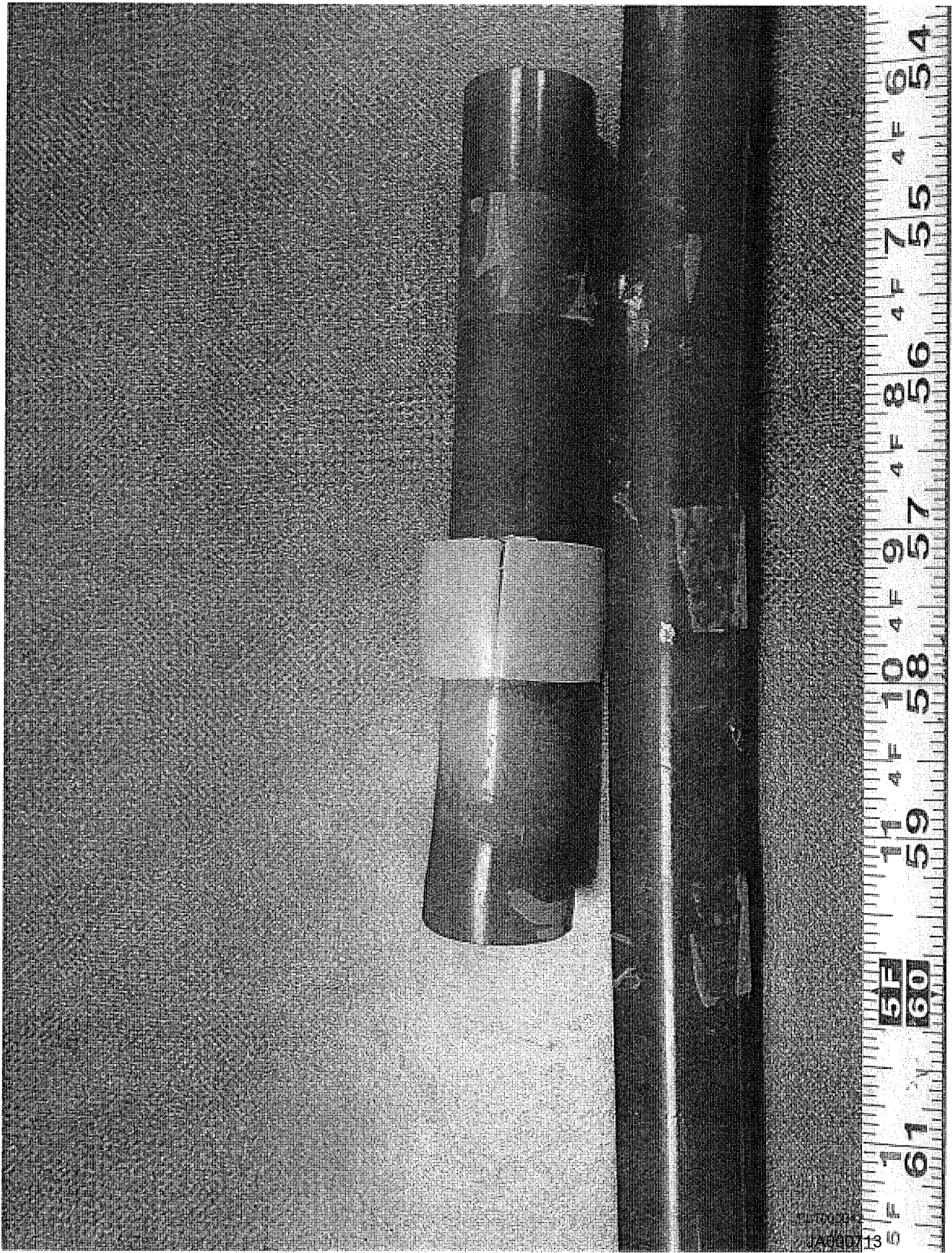
Uponor, Inc.  
5925 148th St W  
Apple Valley, MN, 55124

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RMA748395







CLT000000  
JA0000713

## Rusty Graf

---

**From:** Beissel, Stacey <Stacey.Beissel@uponor.com>  
**Sent:** Wednesday, December 13, 2017 1:20 PM  
**To:** Nicole Folino  
**Cc:** Joe Folino  
**Subject:** RE: Uponor Warranty Claim - RMA 748395 (42 Meadowhawk)  
**Attachments:** 2012 - Plumbing Warranty.pdf

Hi Again,  
I apologize; I just realized I forgot to send the Uponor warranty applicable to your home. I have attached it for your review.

Thanks  
Stacey

**From:** Beissel, Stacey  
**Sent:** Wednesday, December 13, 2017 2:47 PM  
**To:** 'Nicole Folino' <nfolino@sandlerpartners.com>  
**Cc:** Joe Folino <jfolino@switch.com>  
**Subject:** Uponor Warranty Claim - RMA 748395 (42 Meadowhawk)

Hi Nicole,  
As requested, the claim information for the most recent claim submitted to Uponor for evaluation (in November 2017) is below:

## Claimant And Jobsite Information

### Claimant Information

Builder/Contractor  
rakeman plumbing  
alison brooks  
4075 losee rd  
NORTH LAS VEGAS, NV 89030  
US  
alison@rakeman.com  
Ph 702 642 8553

### Jobsite Information

Single Family  
todd watson  
42 meadowhawk ave.  
LAS VEGAS, NV 89135  
US  
alison@rakeman.com  
Ph 702 642 8553

### Estimated Claim Amount

|                                |                  |
|--------------------------------|------------------|
| <b>Amount</b>                  | \$1000 to \$2500 |
| <b>Preferred Reimbursement</b> | Cash             |

### Past Occurrences

### Past Occurrences

### Past Occurrences Ref

## Installation Information

### Application

#### Application

Plumbing

#### Recirculation

No

#### Location Detail

master bath closet below water heater

### Temperature/Pressure

#### Temperature

Cold

#### System Temp

70 F

#### System Pressure

65 PSI

### Water Source

#### Water Source

Municipal

### Dates

#### Est. Installed Date

15-JUL-2013

#### Failure Date

07-NOV-2017

### Contractor Information

rakeman plumbing

alison brooks

4075 losee rd

NORTH LAS VEGAS, NV  
US

alison@rakeman.com

Ph 702 642 8553

Installing? Yes

### Other Information

Present for destructive

Phase of Construction

Builder

Customer Comment(s)

Blue pipe split at fitting



## Product Information

| Item Number                                  | Description   | Return |
|--|---|--------|
| LF4517575                                    | ProPEX LF Brass Sweat Adapter, 3/4" PEX x 3/4" Copper |        |
| <b>Problem:</b> blue tubing split at fitting |   |        |
| <b>Review Result:</b>                        |   |        |
| F3040750                                     | 3/4" Uponor AquaPEX Blue, 100-ft. coil                |        |
| <b>Problem:</b> blue tubing split at fitting |   |        |
| <b>Review Result:</b> Manufacturing          |   |        |

Thank you  
Stacey

# Uponor

**Stacey Beissel**  
Warranty Manager  
Uponor North America

T +19529978984  
M +16512531956

[www.uponor-usa.com](http://www.uponor-usa.com)  
[www.uponorpro.com](http://www.uponorpro.com)

Uponor, Inc.  
5925 148th St W  
Apple Valley, MN, 55124

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PLUMBING SYSTEMS

WARRANTY

**UPONOR, INC. LIMITED WARRANTY** Valid for Uponor AquaPEX-a® Tubing, ProPEX® and Other Select Plumbing Products

**This Warranty is Effective For Installations Made After October 15, 2012**

Subject to the terms and conditions of this Limited Warranty, Uponor, Inc. ("Uponor") warrants to the owner of the applicable real property that the Uponor products listed below shall be free from defects in materials and workmanship, under normal conditions of use when installed as part of a potable water distribution system.

Unless otherwise specified, this Limited Warranty for the applicable Uponor products shall commence on the date the product was installed ("Commencement Date") and will expire after the following number of years:

- (a) Twenty-Five (25) years for Uponor AquaPEX-a® tubing, Uponor ProPEX® fittings and ProPEX® rings when all are installed in combination with each other;
- (b) Ten (10) years for Uponor AquaPEX-a® tubing when installed in combination with non-Uponor fittings;
- (c) Ten (10) years for Uponor EP valves, EP valveless manifolds and Uponor tub ells, stub ells, and straight stubs;
- (d) Two (2) years for Uponor metal manifolds, Uponor EP manifolds with valves;
- (e) Five (5) years for the Uponor D'MAND® system;
- (f) Two (2) years for all other components of the Uponor ProPEX® fitting system and all other plumbing items listed in Uponor's catalog as of the effective date of this limited warranty.

For purposes of this warranty, the use of Uponor AquaPEX-a® tubing, Uponor ProPEX® fittings and ProPEX® rings in combination with each other shall constitute an Uponor ProPEX® system.

**Exclusions From Limited Warranty:**

This limited warranty applies only if the applicable Uponor products identified above: (a) are selected, configured and installed by a certified licensed plumbing contractor recognized by Uponor as having successfully completed the Uponor AquaPEX® training course and according to the installation instructions provided by Uponor; (b) are not exposed to temperatures and/or pressures that exceed the limitations printed on the warranted Uponor product or in the applicable Uponor installation manual; (c) remain in their originally installed location; (d) are connected to potable water supplies; (e) show no evidence of misuse, tampering, mishandling, neglect, accidental damage, modification or repair without the approval of Uponor; and (f) are installed in accordance with then-applicable building, mechanical, plumbing, electrical and other code requirements; (g) are installed in combination with Uponor AquaPEX-a® tubing unless otherwise specified below.

Without limiting the foregoing, this limited warranty does not apply if the product failure or resulting damage is caused by: (a) faulty installation; (b) components not manufactured or sold by Uponor; (c) exposure to ultra violet light; (d) external physical or chemical conditions, including, but not limited to chemically corrosive or aggressive water conditions; or (e) any abnormal operating conditions.

The use of non-Uponor termination devices such as tub/shower valves, sill cocks, stops and other similar components that attach at the termination or end-point of a run or branch of Uponor AquaPEX-a® tubing does not disqualify the additional parts of the Uponor ProPEX® fitting system from the terms of this Limited Warranty. Only the non-Uponor termination devices themselves are excluded from the Uponor Limited Warranty.

The use of non-Uponor AquaPEX-a® tubing disqualifies any and all parts of the Uponor ProPEX fitting® system from the terms of this Limited Warranty. This exclusion does not include certain circumstances wherein Uponor AquaPEX-a® tubing is installed in combination with CPVC, copper, PPR, or stainless steel pipe risers as may be required in limited residential and commercial plumbing applications. The use of non-Uponor fittings in combination with Uponor ProPEX® fittings disqualifies Uponor ProPEX fittings® from the terms of this Limited Warranty.

**Warranty Claim Process (for building owners and homeowners only):**

Written notification of an alleged failure of, or defect in, any Uponor part or product identified herein should be sent to Uponor, Attn: Warranty Department, 5925 148th Street West, Apple Valley, Minnesota 55124 or by facsimile to (866) 351-8402, and must be received by Uponor within thirty (30) days after detection of an alleged failure or defect occurring within the applicable warranty period. All products alleged to be defective must be sent to Uponor for inspection and testing for determination of the cause of the alleged failure or defect.

**Exclusive Remedies:**

If Uponor determines that a product identified herein has failed or is defective within the scope of this limited warranty, Uponor's liability is limited, at the option of Uponor, to: issue a refund of the purchase price paid for, or to repair or replace the defective product.

Notwithstanding anything to the contrary in this limited warranty, if Uponor determines that any damages to the real property in which a defective product was installed were the direct result of a leak or failure caused by a manufacturing defect in an Uponor product covered by this limited warranty and occurring within the first ten (10) years after the applicable Commencement Date or during the applicable limited warranty period, whichever is shorter, and if the claimant took reasonable steps to promptly mitigate (i.e., limit or stop) any damage resulting from such failure, then Uponor may at its discretion, reimburse claimant for the reasonable costs of repairing or replacing such damaged real property, including flooring, drywall, painting, and other real property damaged by the leak or failure. Uponor shall not pay for any other additional costs or expenses, including but not limited to, transportation, relocation, labor, repairs or any other work associated with removing and/or returning failed or defective products, installing replacement products, damage to personal property or damage resulting from mold.

**Warranty Claim Dispute Process:**

In the event claimant and Uponor are unable to resolve a claim through informal means, the parties shall submit the dispute to the American Arbitration Association or its successor (the "Association") for arbitration, and any arbitration proceedings shall be conducted before a single arbitrator in the Minneapolis, Minnesota metropolitan area. NOTWITHSTANDING THE FOREGOING, NEITHER THE CLAIMANT NOR UPONOR, INC. SHALL BE ENTITLED TO ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS, AND NEITHER THE CLAIMANT NOR UPONOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS WITH ANY OTHER PARTIES IN ARBITRATION OR IN LITIGATION BY CLASS ACTION OR OTHERWISE.

**Transferability:**

This limited warranty may only be assigned by the original owner of the applicable real property and may not be assigned or transferred after the period ending ten (10) years following the Commencement Date.

**Miscellaneous:**

By the mutual agreement of the parties, it is expressly agreed that this limited warranty and any claims arising from breach of contract, breach of warranty, tort, or any other claim arising from the sale or use of Uponor's products shall be governed and construed under the laws of the State of Minnesota. It is expressly understood that authorized Uponor sales representatives, distributors, and plumbing professionals have no express or implied authority to bind Uponor to any agreement or warranty of any kind without the express written consent of Uponor.

THIS LIMITED WARRANTY IS THE FULL EXTENT OF EXPRESS WARRANTIES PROVIDED BY UPONOR, AND UPONOR HEREBY DISCLAIMS ANY WARRANTY NOT EXPRESSLY PROVIDED HEREIN, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS COVERED HEREUNDER.

UPONOR FURTHER DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTY OF HABITABILITY.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS LIMITED WARRANTY, UPONOR FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, AND SPECIAL, INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OR RESULTING IN ANY MANNER FROM THE PRODUCTS COVERED HEREUNDER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES THE CLAIMANT SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Revised as of 8/2012

Uponor, Inc.  
5925 148th Street West  
Apple Valley, MN 55124 USA  
Tel: (800) 321-4739  
Fax: (952) 891-2008  
Web: [www.uponor-usa.com](http://www.uponor-usa.com)

**uponor**

PLT000048

JA000719

## Rusty Graf

**From:** Beissel, Stacey <Stacey.Beissel@uponor.com>  
**Sent:** Wednesday, December 13, 2017 12:39 PM  
**To:** Nicole Folino  
**Cc:** Joe Folino  
**Subject:** Uponor Warranty Claim - RMA 746512 (42 Meadowhawk)  
**Attachments:** 746512\_As\_Received\_\_2\_.JPG; Rakeman\_746512\_42\_meadowhawk\_invoice.pdf; 746512\_-\_payout.pdf

Hi Nicole,

I wanted to thank you for taking the time to speak with me today in regards to the Uponor products currently installed in your home. As discussed, Uponor has identified a limited manufacturing related issue with the tubing samples returned to our office for evaluation and are recommending replacement of all red and blue AQUAPEX tubing currently installed in your home with new Uponor AQUAPEX. It is my understanding that you will be discussing this recommendation with your husband and will be following up with me after the 1<sup>st</sup> of the year to begin conversations on how we can work together to accomplish this task.

Per your request, below please find the information associated with the initial claim submitted to Uponor in February 2017.

### Claimant And Jobsite Information

#### Claimant Information

Builder/Contractor  
rakeman plumbing  
aaron hawley  
4075 losee rd  
NORTH LAS VEGAS, NV 89030  
US  
aaron@rakeman.com  
Ph 702 642 8553  
Fax 702 399 1410

#### Jobsite Information

Residential  
aaron hawley  
42 meadow hawk ln.  
LAS VEGAS, NV 89131  
US  
aaron@rakeman.com  
Ph 702 642 8553

#### Estimated Claim Amount

|                                |                   |
|--------------------------------|-------------------|
| <b>Amount</b>                  | \$5000 to \$10000 |
| <b>Preferred Reimbursement</b> | Cash              |
| <b>Repairs Complete</b>        | No                |

#### Past Occurrences

#### Past Occurrences

## Installation Information

### Application

**Application** Plumbing  
**Recirculation** Yes  
**Recirc Type** Timed/On Demand  
**Failure Location** Supply  
**Location Detail** master bed room closet

### Contractor Information

rakeman plumbing  
aaron hawley  
4075 Iosee rd  
NORTH LAS VEGAS, NV  
US  
aaron@rakeman.com  
Ph 702 642 8553  
Installing? Yes

### Temperature/Pressure

**Temperature** Hot  
**System Temp Hot** 120 F  
**System Pressure** 65 PSI

### Other Information

**Present for destructive**

**Phase of Construction**

**Builder**

### Water Source

**Water Source** Municipal

**Customer Comment(s)**

tubing split at fitting. Cu

### Dates

**Est. Installed Date** 19-JUN-2013

**Failure Date** 16-FEB-2017

## Product Information

| Item Number                             | Description  | Return |
|---|--|--------|
| Q4751775                                | ProPEX EP Reducing Tee, 1" PEX x 3/4" PEX x 3/4" PEX |        |
| <b>Problem:</b> tubing split at fitting |  |        |
| <b>Review Result:</b> No Failure        |  |        |
| F2060750                                | 3/4" Uponor AquaPEX Red, 300-ft. coil                |        |
| <b>Problem:</b> tubing split at fitting |  |        |
| <b>Review Result:</b> Manufacturing     |  |        |
| F3060750                                | 3/4" Uponor AquaPEX Blue, 300-ft. coil               |        |
| <b>Problem:</b> tubing split at fitting |  |        |
| <b>Review Result:</b> Manufacturing     |  |        |
| F1041000                                | 1" Uponor AquaPEX White, 100-ft. coil                |        |
| <b>Problem:</b> tubing split at fitting |  |        |
| <b>Review Result:</b> No Failure        |  |        |
| Q4690756                                | ProPEX Ring with Stop, 3/4"                          |        |
| <b>Problem:</b> tubing split at fitting |  |        |
| <b>Review Result:</b> No Failure        |  |        |
| Q4691000                                | ProPEX Ring with Stop, 1"                            |        |
| <b>Problem:</b> tubing split at fitting |  |        |
| <b>Review Result:</b> No Failure        |  |        |

Should you have any questions or concerns with the information supplied, please do not hesitate to reach out. My direct contact information is below.

Thank you  
Stacey

# uponor

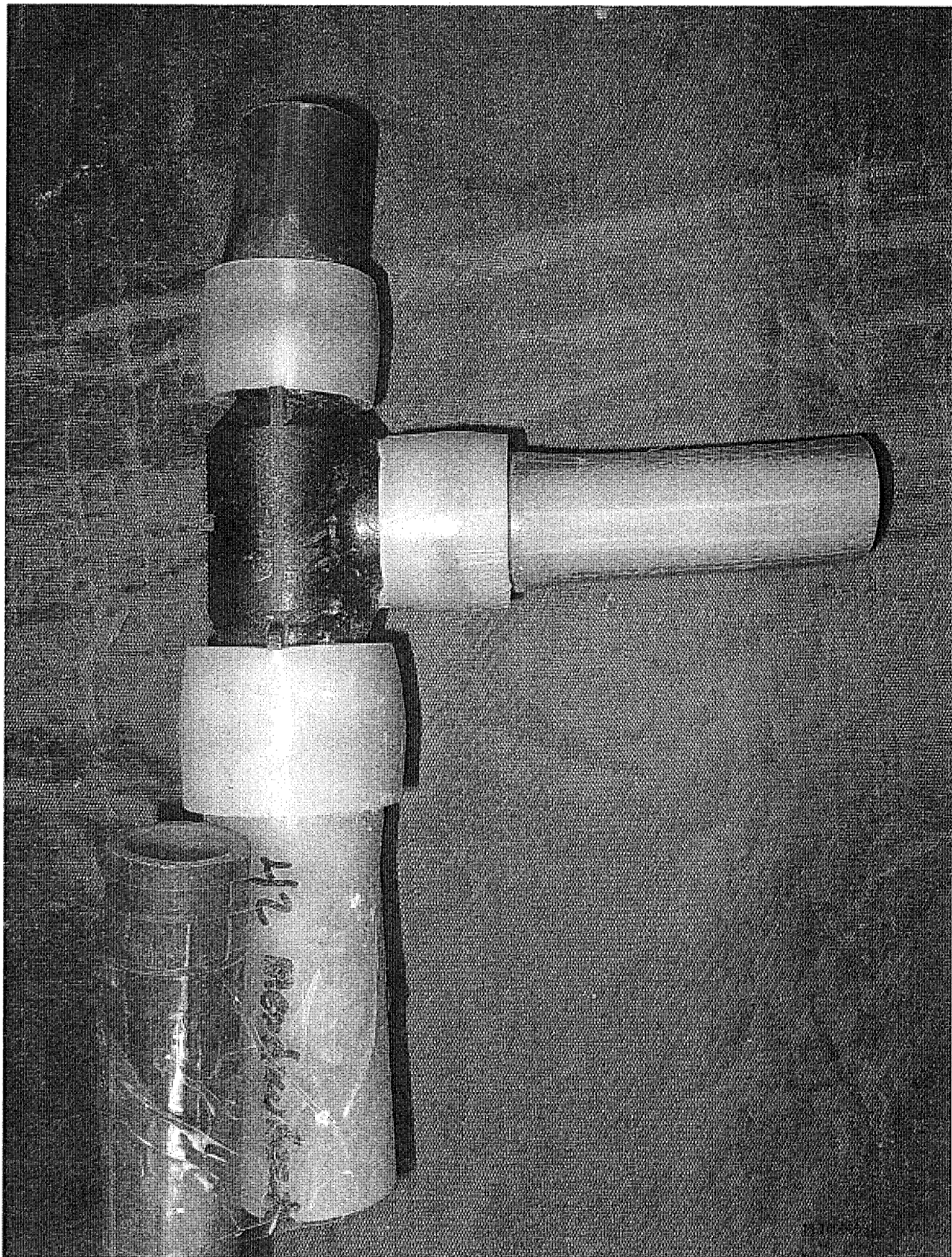
**Stacey Beissel**  
Warranty Manager  
Uponor North America

T +19529978984  
M +16512531956

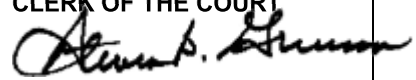
[www.uponor-usa.com](http://www.uponor-usa.com)  
[www.uponorpro.com](http://www.uponorpro.com)

Uponor, Inc.  
5925 148th St W  
Apple Valley, MN, 55124

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1 **NOAC**  
2 GALLIHER LEGAL P.C.  
3 Jeffrey L. Galliher, Esq.  
4 Nevada Bar No. 8078  
5 1850 East Sahara Avenue, Suite 107  
6 Las Vegas, Nevada 89104  
7 Telephone: (702) 735-0049  
8 Facsimile: (702) 735-0204  
9 jgalliher@galliherlawfirm.com  
10 Attorneys for Defendants

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 JOSEPH FOLINO, an individual, and ) CASE NO.: A-18-782494-C  
14 NICOLE FOLINO, an individual; ) DEPT. NO.: XXIV  
15 )

16 Plaintiffs, )

17 v. )

18 TODD SWANSON, an individual; )  
19 TODD SWANSON, Trustee of the )  
20 SHIRAZ TRUST, a Trust of unknown )  
21 origin; LYONS DEVELOPMENT, )  
22 LLC, a Nevada limited liability )  
23 company; DOES I-X and ROES I-X, )

24 Defendants. )  
25 \_\_\_\_\_ )  
26 )  
27 )  
28 )

29 TO: ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD

30 PLEASE TAKE NOTICE that JEFFREY L. GALLIHER, ESQ. of GALLIHER LEGAL P.C.  
31 has associated with CHRISTOPHER M. YOUNG and JAY T. HOPKINS, ESQ. of CHRISTOPHER  
32 M. YOUNG, PC, as counsel for defendants herein.

33 ///

34 ///

35 ///

36 ///

1 It is respectfully requested that a copy of all future documents in this action be served upon each of  
2 the undersigned counsel.

3 DATED this 26th day of November 2019.  
4

5 CHRISTOPHER M. YOUNG, PC

GALLIHER LEGAL, P.C.

6  
7 /s/ Christopher M. Young  
8 Christopher M. Young, Esq.  
9 Nevada Bar Number 7961  
10 Jay T. Hopkins, Esq.  
11 Nevada Bar Number 3223  
12 2640 Professional Court, #200  
13 Las Vegas, Nevada 89128  
14 Attorney for Defendants  
15  
16  
17  
18  
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27  
28

/s/ Jeffrey L. Galliher  
Jeffrey L. Galliher, Esq.  
Nevada Bar Number 8078  
1850 E. Sahara Avenue, Ste. 107  
Las Vegas, Nevada 89104  
Attorney for Defendants

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of CHRISTOPHER M. YOUNG PC, and that service of a true and correct copy of the above and foregoing **NOTICE OF ASSOCIATION OF COUNSEL** was served on the 26th day of November 2019, to the following addressed parties by:

\_\_\_\_\_ First Class Mail, postage prepaid from Las Vegas, Nevada pursuant to N.R.C.P 5(b)

\_\_\_\_\_ Facsimile, pursuant to EDCR 7.26 (as amended)

\_\_\_\_\_ Electronic Mail/Electronic Transmission

\_\_\_\_\_ Hand Delivered to the addressee(s) indicated

\_\_\_\_\_ Receipt of Copy on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, acknowledged by,

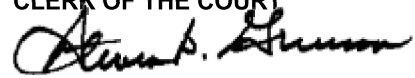
\_\_\_\_\_  
Rusty Graf, Esq.  
Black & Lobello  
10777 W. Twain Ave., 3<sup>rd</sup> Floor  
Las Vegas, Nevada 89135  
*Attorneys for Plaintiffs*

/s/Myra Hyde

An employee of CHRISTOPHER M. YOUNG PC

**DISTRICT COURT  
CLARK COUNTY, NEVADA  
DECLARATION OF SERVICE**

Electronically Filed  
12/6/2019 2:31 PM  
Steven D. Grierson  
CLERK OF THE COURT



**JOSEPH FOLINO; NICOLE FOLINO**

Case No :A-18-782494-C

Plaintiff/Petitioner,  
vs.  
**TODD SWANSON, et al.,**  
Defendant/Respondent,

STATE OF NEVADA  
COUNTY OF CLARK ss.:

**SUBPOENA DUCES TECUM** Received by NOW! Services, Inc. on 12/05/2019 with instructions to serve **RAKEMAN PLUMBING, INC., Custodian of Records at 4075 Losee Rd., North Las Vegas, NV89030.**

I, **Mike Nettles**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

I am authorized to serve this process in the circuit/county it was served in.

On **12/05/2019 at 4:15 PM**, I served the within **SUBPOENA DUCES TECUM** on **RAKEMAN PLUMBING, INC., Custodian of Records at 4075 Losee Rd., North Las Vegas, NV89030** in the manner indicated below:

**SUITABLE AGE:** by delivering thereat a true copy of each to **Aerin Haully, Authorized Employee** of **RAKEMAN PLUMBING, INC., Custodian of Records**, a person of suitable age and discretion. Said premises is **RAKEMAN PLUMBING, INC., Custodian of Records's** usual place of abode within the state.

A description of the Recipient, or other person served on behalf of the Recipient is as follows:

| Sex             | Color of skin/race | Color of hair | Age  | Height | Weight |
|-----------------|--------------------|---------------|------|--------|--------|
| Male            | Caucasian          | Gray          | 5'07 | 5'07   | 200    |
| Other Features: |                    |               |      |        |        |

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

Executed this 6 of December, 2019.

No Notary is required per NRS 53.045

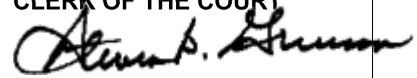


X  
Mike Nettles  
License#: 1361  
NOW! Services, Inc.  
3210 W. Charleston Blvd., Ste. 3  
Las Vegas, NV89102  
(702) 669-7378  
Atty File#:



\*33600\*

JA000728



**AOS**

Rusty Graf, Esq.

Nevada Bar No. 6322

Shannon M. Wilson, Esq.

Nevada Bar No. 13988

**BLACK & LOBELLO**

10777 West Twain Avenue, 3<sup>rd</sup> Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)

E-mail: [swilson@blacklobello.law](mailto:swilson@blacklobello.law)

*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOSEPH FOLINO, an individual and NICOLE  
FOLINO, an individual,

Plaintiff,

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYONS DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendants.

CASE NO.: A-18-782494-C  
DEPT. NO.: XXIV

**AFFIDAVIT OF SERVICE -  
FRONTSTEPS**

## AFFIDAVIT OF SERVICE

State of NV

County of CLARK

Case Number: A-18-782494-C Court Date: 12/15/2019

Plaintiff:

**JOSEPH FOLINO, an individual and NICOLE FOLINO, an individual**

vs.

Defendant:

**TODD SWANSON, an individual; TODD SWANSON, Trustee of the SHIRAZ TRUST; SHIRAZ TRUST, a Trust of unknown origin; LYONS DEVELOPMENT, LLC, a Nevada limited liability company; DOES I through X; and ROES I through X**

For:

CRAIG BURTON  
NOW! SERVICE INC  
3210 W CHARLESTON BLVD  
SUITE 3  
LAS VEGAS, NV 89102

Received by Coronado Legal Services, LLC on the 6th day of December, 2019 at 3:45 pm to be served on **FRONTSTEPS ATTN: CUSTODIAN OF RECORDS, 1290 BROADWAY, SUITE 1400, DENVER, CO 80203.**

I, Ernest J. Coronado, Jr., being duly sworn, depose and say that on the **6th day of December, 2019 at 4:50 pm, I:**

served a **CORPORATION** by delivering a true copy of the **Subpoena Duces Tecum** with the date and hour of service endorsed thereon by me, to: **JULI ROYSTER as HUMAN RELATIONS MANAGER** who is authorized to accept service for **FRONTSTEPS**, at their normal place of business, at the address of: **1290 BROADWAY, SUITE 1400, DENVER, CO 80203**, in the county of **DENVER** and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 18, have no interest in the above action in the judicial circuit in which the process was served.



Ernest J. Coronado, Jr.  
Process Server

Subscribed and Sworn to before me on the 7th  
day of December, 2019 in the State of  
Colorado, County of Jefferson, by  
the affiant who is personally known to me or  
presented photo identification.

  
NOTARY PUBLIC

Coronado Legal Services, LLC  
4501 W Exposition Ave  
Denver, CO 80219  
(720) 280-0425

Our Job Serial Number: CRN-2019001098  
Ref: FOLINO

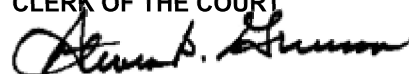
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ALYX LAUREN CHURCHILL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184016534  
MY COMMISSION EXPIRES APRIL 16, 2022

JA000730

**DISTRICT COURT  
CLARK COUNTY, NEVADA  
DECLARATION OF SERVICE**

Electronically Filed  
12/10/2019 4:29 PM  
Steven D. Grierson  
CLERK OF THE COURT



**JOSEPH FOLINO; NICOLE FOLINO**

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

**TODD SWANSON, et al.,**

Defendant/Respondent,

STATE OF NEVADA  
COUNTY OF CLARK ss.:

**SUBPOENA DUCES TECUM** Received by NOW! Services, Inc. on 12/05/2019 with instructions to serve **LYONS DEVELOPMENT, LLC, Custodian of Records c/o Christopher M. Young, PC. at 2460 Professional Ct. #200, Las Vegas, NV89128.**

I, **Craig Burton**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

I am authorized to serve this process in the circuit/county it was served in.

On 12/05/2019 at 3:38 PM, I served the within **SUBPOENA DUCES TECUM** on **LYONS DEVELOPMENT, LLC, Custodian of Records c/o Christopher M. Young, PC. at 2460 Professional Ct. #200, Las Vegas, NV89128** in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Jane Doe, Authorized Employee** authorized to accept service on behalf of **LYONS DEVELOPMENT, LLC, Custodian of Records c/o Christopher M. Young, PC.**, a person of suitable age and discretion. Said premises is **LYONS DEVELOPMENT, LLC, Custodian of Records c/o Christopher M. Young, PC.**'s usual place of business within the state.

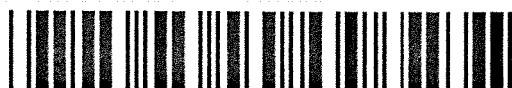
A description of the Recipient, or other person served on behalf of the Recipient is as follows:

| Sex             | Color of skin/race | Color of hair | Age  | Height  | Weight  |
|-----------------|--------------------|---------------|------|---------|---------|
| Female          | African American   | Brown         | 50's | Sitting | Sitting |
| Other Features: |                    |               |      |         |         |

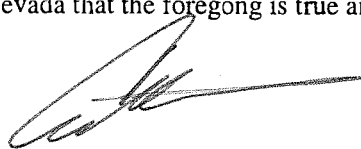
I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 9 of Dec, 2019.

No Notary is required per NRS 53.045.



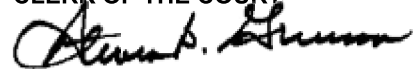
\*33597\*

X   
Craig Burton  
License#: 1361  
NOW! Services, Inc.  
3210 W. Charleston Blvd., Ste. 3  
Las Vegas, NV89102  
(702) 669-7378  
Atty File#:

JA000731

DISTRICT COURT  
CLARK COUNTY, NEVADA  
DECLARATION OF SERVICE

Electronically Filed  
12/10/2019 4:13 PM  
Steven D. Grierson  
CLERK OF THE COURT



JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

TODD SWANSON, et al.,

Defendant/Respondent,

STATE OF NEVADA  
COUNTY OF CLARK      ss.:

**SUBPOENA DUCES TECUM** Received by NOW! Services, Inc. on 12/05/2019 with instructions to serve **THE SUMMERLIN ASSOCIATION, Custodian of Records at 2115 Festival Plaza Dr., Suite 220, Las Vegas, NV89135.**

I, **Craig Burton**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

I am authorized to serve this process in the circuit/county it was served in.

On 12/05/2019 at 4:18 PM, I served the within **SUBPOENA DUCES TECUM** on **THE SUMMERLIN ASSOCIATION, Custodian of Records at 2115 Festival Plaza Dr., Suite 220, Las Vegas, NV89135** in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Randy Ecklund, Authorized Employee** authorized to accept service on behalf of **THE SUMMERLIN ASSOCIATION, Custodian of Records**, a person of suitable age and discretion. Said premises is **THE SUMMERLIN ASSOCIATION, Custodian of Records's** usual place of business within the state.

A description of the Recipient, or other person served on behalf of the Recipient is as follows:

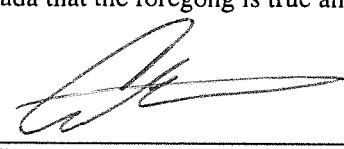
| Sex             | Color of skin/race | Color of hair | Age | Height | Weight |
|-----------------|--------------------|---------------|-----|--------|--------|
| Male            | Caucasian          | Gray          | 70  | 6'00   | 200    |
| Other Features: |                    |               |     |        |        |

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

Executed this 9 of Dec, 2019.

No Notary is required per NRS 53.045.

X

  
\_\_\_\_\_  
Craig Burton  
License#: 1361  
NOW! Services, Inc.  
3210 W. Charleston Blvd., Ste. 3  
Las Vegas, NV89102  
(702) 669-7378  
Atty File#:



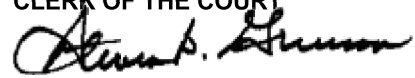
\*33596\*

JA000732



**DISTRICT COURT  
CLARK COUNTY, NEVADA  
DECLARATION OF SERVICE**

Electronically Filed  
12/10/2019 4:29 PM  
Steven D. Grierson  
CLERK OF THE COURT



**JOSEPH FOLINO; NICOLE FOLINO**

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

**TODD SWANSON, et al.,**

Defendant/Respondent,

STATE OF NEVADA  
COUNTY OF CLARK ss.:

**SUBPOENA DUCES TECUM** Received by NOW! Services, Inc. on 12/05/2019 with instructions to serve **THE IVAN SHER GROUP, Custodian of Records at 10777 W. Twain Ave. #333, Las Vegas, NV89135.**

I, **Craig Burton**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

I am authorized to serve this process in the circuit/county it was served in.

On 12/05/2019 at 4:37 PM, I served the within **SUBPOENA DUCES TECUM** on **THE IVAN SHER GROUP, Custodian of Records at 10777 W. Twain Ave. #333, Las Vegas, NV89135** in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Cory Heise, Authorized Employee** authorized to accept service on behalf of **THE IVAN SHER GROUP, Custodian of Records**, a person of suitable age and discretion. Said premises is **THE IVAN SHER GROUP, Custodian of Records's** usual place of business within the state.


A description of the Recipient, or other person served on behalf of the Recipient is as follows:

| Sex             | Color of skin/race | Color of hair | Age   | Height | Weight |
|-----------------|--------------------|---------------|-------|--------|--------|
| Male            | Caucasian          | Brown         | 35-40 | 5'07   | 160    |
| Other Features: |                    |               |       |        |        |

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

Executed this 9 of Dec, 2019.

No Notary is required per NRS 53.045.

X   
 Craig Burton  
 License#: 1361  
 NOW! Services, Inc.  
 3210 W. Charleston Blvd., Ste. 3  
 Las Vegas, NV89102  
 (702) 669-7378  
 Atty File#:



\*33599\*

JA000733



DISTRICT COURT  
CLARK COUNTY, NEVADA

DECLARATION OF SERVICE

JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

TODD SWANSON, et al.,

Defendant/Respondent,

STATE OF NEVADA,  
COUNTY OF CLARK

ss.:

**SUBPOENA DUCES TECUM** Received by NOW! Services, Inc. on 12/12/2019 with instructions to serve **AMERICANA LLC dba BERKSHIRE HATHAWAY HOME SERVICES NEVADA PROPERTIES, Custodian of Records c/o Registered Agent: Darrah J. Welsh, Chtd. at 6765 S. Eastern Ave. Suite 2, Las Vegas, NV89119.**

I, **Mike Nettles**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

I am authorized to serve this process in the circuit/county it was served in.

On **12/17/2019 at 1:00 PM**, deponent served the within **SUBPOENA DUCES TECUM** on **AMERICANA LLC dba BERKSHIRE HATHAWAY HOME SERVICES NEVADA PROPERTIES, Custodian of Records c/o Registered Agent: Darrah J. Welsh, Chtd. at 6765 S. Eastern Ave. Suite 2, Las Vegas, NV89119** in the manner indicated below:

By personally delivering and leaving a true copy of this process with **Linda D'Aqostino**, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which is the address of the Resident Agent as shown on the current certificate of designation filed with the Secretary of State.

A description of the **Defendant(s)**, or other person served on behalf of the **Defendant(s)** is as follows:

| Sex             | Color of skin/race | Color of hair | Age(Approx) | Height(Approx) | Weight(Approx) |
|-----------------|--------------------|---------------|-------------|----------------|----------------|
| Female          | Caucasian          | Light Brown   | 50's        | 5'05           | 130            |
| Other Features: |                    |               |             |                |                |

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

Executed this 18 day of December, 2019.

No Notary is required per NRS 53.045.



\*33815\*

X

Mike Nettles

License#: 1361

NOW! Services, Inc.

3210 W. Charleston Blvd., Ste. 3

Las Vegas, NV89102

(702) 669-7378

Client File No: FOLINO



**DISTRICT COURT  
CLARK COUNTY, NEVADA  
DECLARATION OF SERVICE**

**JOSEPH FOLINO; NICOLE FOLINO**

Case No :A-18-782494-C

Plaintiff/Petitioner,

VS.

**TODD SWANSON, et al.,**

Defendant/Respondent,

STATE OF NEVADA  
COUNTY OF CLARK

SS.:

**SUBPOENA DUCES TECUM** Received by NOW! Services, Inc. on 12/05/2019 with instructions to serve **LAS VEGAS HOMES AND FINE ESTATES, LLC, Custodian of Records** at **12260 Whites Landing Court, Las Vegas, NV89138**.

I, **Craig Burton**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

I am authorized to serve this process in the circuit/county it was served in.

On **12/11/2019** at **5:29 PM**, I served the within **SUBPOENA DUCES TECUM** on **LAS VEGAS HOMES AND FINE ESTATES, LLC, Custodian of Records** at **12260 Whites Landing Court, Las Vegas, NV89138** in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **JOHN OAKES, Authorized Employee** authorized to accept service on behalf of **LAS VEGAS HOMES AND FINE ESTATES, LLC, Custodian of Records**, a person of suitable age and discretion. Said premises is **LAS VEGAS HOMES AND FINE ESTATES, LLC, Custodian of Records's** usual place of business within the state.

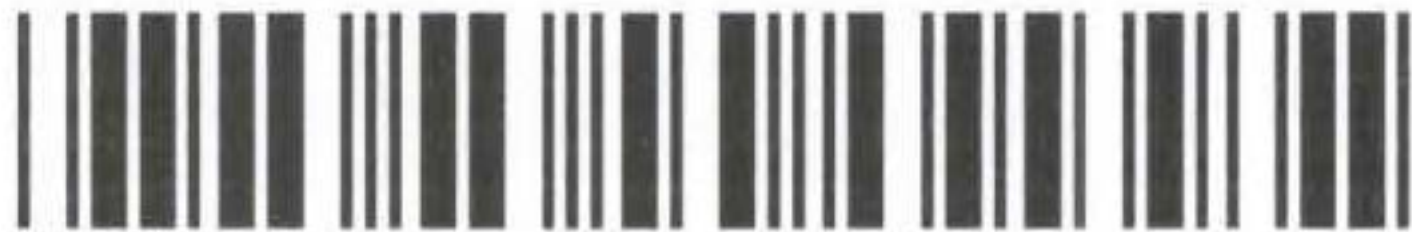
A description of the Recipient, or other person served on behalf of the Recipient is as follows:

| Sex             | Color of skin/race | Color of hair | Age   | Height | Weight |
|-----------------|--------------------|---------------|-------|--------|--------|
| Male            | Caucasian          | Brown         | 45-50 | 6'3"   | 260    |
| Other Features: |                    |               |       |        |        |

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

Executed this 13 of Dec, 2019.

No Notary is required per NRS 53.045.



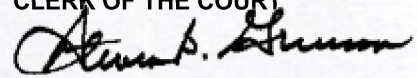
\*33598\*

X  
\_\_\_\_\_  
Craig Burton  
License#: 1361  
NOW! Services, Inc.  
3210 W. Charleston Blvd., Ste. 3  
Las Vegas, NV89102  
(702) 669-7378  
Atty File#:



DISTRICT COURT  
CLARK COUNTY, NEVADA  
DECLARATION OF SERVICE

Electronically Filed  
12/19/2019 12:37 PM  
Steven D. Grierson  
CLERK OF THE COURT



JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

TODD SWANSON, et al.,

Defendant/Respondent,

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES ss.:

SUBPOENA DUCES TECUM Received by NOW! Services, Inc. on 12/05/2019 with instructions to serve **REPIPE SPECIALISTS INC., Custodian of Records** at **245 E. Olive Ave., Suite 600, Burbank, CA91502**.

I, **Nancy K. Meguerditchian**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

I am authorized to serve this process in the circuit/county it was served in.

On **12/09/2019** at **8:51 AM**, I served the within **SUBPOENA DUCES TECUM** on **REPIPE SPECIALISTS INC., Custodian of Records** at **245 E. Olive Ave., Suite 600, Burbank, CA91502** in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Judith Bolger, Vive President of Administration** authorized to accept service on behalf of **REPIPE SPECIALISTS INC., Custodian of Records**, a person of suitable age and discretion. Said premises is **REPIPE SPECIALISTS INC., Custodian of Records's** usual place of business within the state.

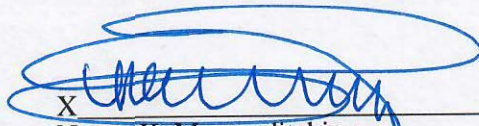
A description of the Recipient, or other person served on behalf of the Recipient is as follows:

| Sex             | Color of skin/race | Color of hair   | Age  | Height | Weight |
|-----------------|--------------------|-----------------|------|--------|--------|
| Female          | Caucasian          | Salt and Pepper | 60's | 5'6"   | 175    |
| Other Features: |                    |                 |      |        |        |

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

Executed this 9th of December, 2019.

No Notary is required per NRS 53.045.

X   
Nancy K. Meguerditchian  
License#: L.A. County 2017097462  
NOW! Services, Inc.  
3210 W. Charleston Blvd., Ste. 3  
Las Vegas, NV 89102  
(702) 669-7378  
Atty File#:

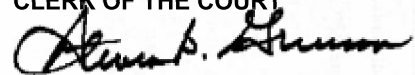


\*33603\*

JA000736

**DISTRICT COURT  
CLARK COUNTY, NEVADA  
DECLARATION OF SERVICE**

Electronically Filed  
12/23/2019 9:42 AM  
Steven D. Grierson  
CLERK OF THE COURT



**JOSEPH FOLINO; NICOLE FOLINO**

Case No :A-18-782494-C

Plaintiff/Petitioner,  
vs.  
**TODD SWANSON, et al.,**  
Defendant/Respondent,

STATE OF NEVADA  
COUNTY OF CLARK ss.:

**SUBPOENA DUCES TECUM** Received by NOW! Services, Inc. on 12/13/2019 with instructions to serve **THE RIDGES COMMUNITY ASSOCIATION c/o Kirby Gruchow, Esq. at 2525 Box Canyon Drive, Las Vegas, NV89128.**

I, **Craig Burton**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

I am authorized to serve this process in the circuit/county it was served in.

On **12/20/2019** at **12:14 PM**, I served the within **SUBPOENA DUCES TECUM** on **THE RIDGES COMMUNITY ASSOCIATION c/o Kirby Gruchow, Esq. at 2525 Box Canyon Drive, Las Vegas, NV89128** in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Merlin Calimpong, Legal Assistant** authorized to accept service on behalf of **THE RIDGES COMMUNITY ASSOCIATION c/o Kirby Gruchow, Esq.**, a person of suitable age and discretion. Said premises is **THE RIDGES COMMUNITY ASSOCIATION c/o Kirby Gruchow, Esq.'s** usual place of business within the state.

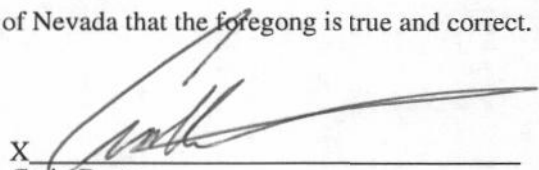
A description of the Recipient, or other person served on behalf of the Recipient is as follows:

| Sex             | Color of skin/race | Color of hair | Age  | Height | Weight |
|-----------------|--------------------|---------------|------|--------|--------|
| Female          | Caucasian Mix      | Brown         | 40's | 5'4"   | 150    |
| Other Features: |                    |               |      |        |        |

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

Executed this 20 of Dec, 2019.

No Notary is required per NRS 53.045.

X   
Craig Burton  
License#: 1361  
NOW! Services, Inc.  
3210 W. Charleston Blvd., Ste. 3  
Las Vegas, NV89102  
(702) 669-7378  
Atty File#:

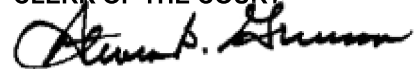


\*33956\*

JA000737

**DISTRICT COURT  
CLARK COUNTY, NEVADA  
DECLARATION OF SERVICE**

Electronically Filed  
12/26/2019 8:30 AM  
Steven D. Grierson  
CLERK OF THE COURT



**JOSEPH FOLINO; NICOLE FOLINO**

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

**TODD SWANSON, et al.,**

Defendant/Respondent,

STATE OF MINNESOTA,  
COUNTY OF DAKOTA

ss.:

**SUBPOENA DUCES TECUM** Received by NOW! Services, Inc. on 12/05/2019 with instructions to serve **UPONOR INC., Custodian of Records at 8300 Normandale Center Drive, Ste. 1000, Bloomington, MN55437.**

I, **Molly Bowles**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

I am authorized to serve this process in the circuit/county it was served in.

On **12/06/2019 at 3:23 PM**, deponent served the within **SUBPOENA DUCES TECUM** on **UPONOR INC., Custodian of Records at 8300 Normandale Center Drive, Ste. 1000, Bloomington, MN55437** in the manner indicated below:

By personally delivering and leaving a true copy of this process with **Daniel T. Kadlec**, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which is the address of the Resident Agent as shown on the current certificate of designation filed with the Secretary of State.


A description of the **Defendant(s)**, or other person served on behalf of the **Defendant(s)** is as follows:

| Sex             | Color of skin/race | Color of hair | Age(Approx) | Height(Approx) | Weight(Approx) |
|-----------------|--------------------|---------------|-------------|----------------|----------------|
| Male            | Caucasian          | Red           | 40's        | 6'3"           | 200            |
| Other Features: |                    |               |             |                |                |

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

Executed this 20<sup>th</sup> day of Dec, 2019.

No Notary is required per NRS 53.045.

X   
Molly Bowles  
NOW! Services, Inc.  
3210 W. Charleston Blvd., Ste. 3  
Las Vegas, NV 89102  
(702) 669-7378



\*33602\*

Client File No: FOLINO

JA000738

## Aaron Hawley

---

**From:** Nicky Whitfield <assistant@tswansonmd.com>  
**Sent:** Friday, November 17, 2017 12:09 PM  
**To:** Aaron Hawley  
**Subject:** RE: Scanned image from Rakeman Plumbing

Thank you I have informed the buyers agent.

Best Regards,

Nicky Whitfield  
Assistant to Todd V. Swanson, M.D.  
10120 W. Flamingo Rd. #4333  
Las Vegas, NV 89147  
Phone: 702-378-2729  
Fax: 702-946-0866  
assistant@tswansonmd.com

-----Original Message-----

From: Aaron Hawley [mailto:Aaron@rakeman.com]  
Sent: Friday, November 17, 2017 11:49 AM  
To: Nicky Whitfield <assistant@tswansonmd.com>  
Subject: RE: Scanned image from Rakeman Plumbing

2 weeks maximum, I am pretty sure that it should be about 1 week, but Thanksgiving is next week and that changes a lot of thisng

-----Original Message-----

From: Nicky Whitfield [mailto:assistant@tswansonmd.com]  
Sent: Friday, November 17, 2017 11:47 AM  
To: Aaron Hawley <Aaron@rakeman.com>  
Subject: RE: Scanned image from Rakeman Plumbing

Good afternoon Aaron,

Is there a way you could give us an estimated timeframe for repairs IF the mold spore test come back negative? We understand if the mold spore test comes back positive that it will change the entire timeframe.

Please let me know.

Thank you,

Nicky Whitfield  
Assistant to Todd V. Swanson, M.D.  
10120 W. Flamingo Rd. #4333  
Las Vegas, NV 89147

Phone: 702-378-2729  
Fax: 702-946-0866  
assistant@tswansonmd.com

-----Original Message-----

From: Aaron Hawley [mailto:Aaron@rakeman.com]  
Sent: Friday, November 17, 2017 11:32 AM  
To: Nicky Whitfield <assistant@tswansonmd.com>  
Subject: FW: Scanned image from Rakeman Plumbing

This is the letter I sent to Mr Swanson this morning. No time frame has been given, as I don't know the results of the air spore test and I do not run the closet organizer company and can't speak for them.

-----Original Message-----

From: Aaron Hawley  
Sent: Friday, November 17, 2017 8:41 AM  
To: 'tvs@tswansonmd.com' <tvs@tswansonmd.com>  
Subject: FW: Scanned image from Rakeman Plumbing





**November 16, 2017**

**Dr. Todd Swanson  
42 Meadow Hawk Lane  
Las Vegas, Nevada 89135**

**Good day Dr. Swanson,**

**As I discussed with you on the telephone, Rakeman Plumbing will take responsibility to re-build the damages that arose from the recent leak on the Uponor piping at the access panel, the repairs will be strictly limited to the repairs only from the latest leak. The damages are in the closet and affect the carpet, base of the closet organizer, baseboard and possibly paint and drywall. Rakeman Plumbing has also authorized to have an outside hygienist do an air spore test. These damages and the air spore test will be fixed and paid for by Rakeman Plumbing.**

**Also, you have requested Rakeman Plumbing to do a test on the water system to make sure that the water distribution system is holding pressure. Rakeman Plumbing will put on a pressure test and also check the meter to make sure that the water system is tight and has no leaks at this time.**

**Also Rakeman Plumbing will do a simple walk-thru visual inspection of all plumbing fixtures and piping in the house. If we find any issues with the plumbing, we will list on the invoice what problem or issues we find. We will not do an individual report, per fixture, as that would add a lot more time and expense to this work that is not necessary. Rakeman Plumbing will not make any repairs at this time, unless authorized by you, after the inspection. This pressure test and inspection will be paid for by you, Dr. Swanson, not the buyer.**

**This is only a visual inspection and Rakeman Plumbing does not accept any responsibility for any issues or damages if a leak occurs after the inspection.**

**Thank you for your time and business,**

**Aaron L. Hawley**

**President**

JA000741



# Rakeman Plumbing

4075 Losee Rd.

North Las Vegas NV 89030

Phone: (702) 642-8553

Fax: (702) 399-1410

[servicecall@rakeman.com](mailto:servicecall@rakeman.com)

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

## Work Order

### Service Information

SWANSON RESIDENCE  
42 Meadowhawk Ln

Las Vegas NV 89135-5201

Contact:

Phone: (702) 249-9219

Fax:

Alt Contact:

Alt Phone

E-Mail:

Job Name ☐ Call Ahead ☐ Confirmed  
SWANSON RESIDENCE - 20180423

Job Type

Commercial - REPAIR

### Billing Information

UPONOR

5925 148Th St W

Apple Valley MN 55124-8197

### Marketing Campaign

| Sales Rep | Terms     | Type     | Class    |
|-----------|-----------|----------|----------|
|           | Net 30    |          |          |
| Route     | Scheduled | Start    | End      |
| #02 Rocky | 1/5/2018  | 08:00 AM | 08:30 AM |

### Item

MISCELLANEOUS - MISCELLANEOUS

Account Balance: \$0.00

| Quantity | Additional Item(s) | Rate | Amount |
|----------|--------------------|------|--------|
|----------|--------------------|------|--------|

Scheduled Job Subtotal:

Additional Items:

Additional Tax:

Total Due:

| GATE CODE | CROSS STREET | YEAR BUILT | BILLING/COLLECT | DISCOUNT | ADD NOTE |
|-----------|--------------|------------|-----------------|----------|----------|
|           | 0            | 0          |                 | 0        |          |

| POINT OF CONTACT | PHONE # | NTE | PO# |
|------------------|---------|-----|-----|
|                  |         |     |     |

### Job Notes and Instructions

AlisonB - Alison Brooks - 1/12/2018 11:13:41 AM -

LEAK

CALLLED OUT FOR LEAK IN MASTER BATH CLOSET. WHEN TECH ARRIVED TO THE HOUSE CARPET, DRYWALL AND BUILT IN CUSTOM CABINETS HAD WATER DAMAGE. ON OPPOSITE WALL IN CLOSET TECH FOUND 3/4 UPONOR PIPE LEAKING FROM SPLIT RIGHT PAST COLLAR/RING UNDER TANKLESS WATER HEATERS. THE WATER HEATERS ARE LOCATED BEHIND BUILT-IN CABINETS FOR MASTER CLOSET AND HAD TO BE REMOVED TO MAKE REPAIRS DUE TO INCLOSED/SMALL AREA. AFTER WATER LINE WAS REPAIRED ALL WATER DAMAGED DRYWALL, CABINET AND CARPET WAS REMOVED AND WATER WAS EXTRACTED AND MACHINES WERE PLACED TO DRY AREA OUT. ALL DRYOUT EQUIPMENT WAS IN PLACE FOR 6 DAYS TO DRY AREA OUT. INSIDE OF CONTAINMENT (MASTER BATH AND MASTER CLOSET) AFTER AREA WAS DRY, ALL DRYWALL THAT WAS DAMAGED BY WATER WAS REPAIRED AND THE ORIGINAL COMPANY THAT BUILT MASER CLOSTET CABINETS HAD TO REPAIR/REBUILD CABINETS TO MATCH EXISTING. ALL DRYWALL WAS DONE TO MATCH GRADE 5 SMOOTH FINISG WALL TEXTURE AND COLOR/ ALL NEW CARPET AND PAD

JA000742

| QTY   | PART # | DESCRIPTION  | UNIT PRICE | PRICE |
|-------|--------|--|------------|-------|
| Cont. |        | WATER DAMAGED. DRYWALL, CABINETS AND CARPET WAS REMOVED AND WATER WAS EXTRACTED AND MACHINES WERE PLACED TO DRY AREA OUT.  |            |       |
|       |        | ALL DRYOUT EQUIPMENT WAS IN PLACE FOR 40 DAYS TO DRY AREA OUT. INSIDE OF CONTAINMENT MASTER CLOSET MASTER BATH.  |            |       |
|       |        | AFTER AREA WAS DRY ALL DRYWALL THAT WAS DAMAGED BY WATER WAS REPAIRED AND THE ORIGINAL COMPANY THAT BUILT MASTER CLOSET CABINETS HAD TO REPAIR/REBUILD CABINETS TO MATCH EXISTING. |            |       |
|       |        | ALL DRYWALL WAS DONE TO MATCH GRADE 5 SMOOTH FINISH WALL TEXTURE AND COLOR   |            |       |
|       |        | ALL NEW CARPET AND PAD HAD TO BE INSTALLED IN MASTER CLOSET AFTER ALL REPAIRS WERE MADE.   |            |       |

TOTAL PARTS

SUBCONTRACTOR

POSTED

E-MAILED

TOTAL OTHER CHARGES

## TERMS: DUE UPON COMPLETION

I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

1-1/2% PER MONTH (18% PER ANNUM) FINANCE CHARGE WILL BE ASSESSED ON ALL BALANCES OVER 30 DAYS.

X

AUTHORIZED SIGNATURE



4075 LOSEE ROAD  
NORTH LAS VEGAS, NV 89030  
"A FLUSH BEATS A FULL HOUSE"  
(702) 642-8553

\$500,000.00 LIMIT

237000

LIC. #21952-A

|                                 |                  |                    |
|---------------------------------|------------------|--------------------|
| NAME <u>UPONOR</u>              |                  | DATE <u>1/5/18</u> |
| STREET <u>42 Meadowbrook R.</u> |                  | P.O. #             |
| CITY <u>LV</u>                  | STATE <u>NV.</u> | ZIP                |
| MAKE                            | MODEL            | SERIAL NUMBER      |
| VISA/MC AUTHORIZATION #         |                  |                    |

| DESCRIPTION OF WORK   | SERVICE   |
|---|-----------|
| Called out for leak in Master Bath Closet.  |           |
| When Tech arrived to the house carpet, drywall and built-in custom cabinets had water damage. On opposite wall in closet Tech found 3/4 UPONOR pipe leaking from split right past collar/ring under tankless water heaters. The water heaters are located behind the built-in cabinets. For Master Closet and had to be removed to make repairs due to enclosed/small area. |           |
| After water line was repaired all laborers charges  | HRS @ /HR |
| Technician charges  | HRS @ /HR |

## TOTAL OTHER CHARGES

TECHNICIAN SIGNATURE

Rocky

## PARTS WARRANTY

All parts as recorded are warranted as per manufacturer specifications.

## LABOR GUARANTY

The labor charge as recorded here relative to the equipment serviced as noted, is guaranteed to a period of 30 days. We do not, of course, guaranty other parts than those we install. If repairs later become necessary due to other defective parts, they will be charged separately.

TAX

TOTAL AMOUNT DUE

14,489.00

ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY.

X

JA000743  
DATE



#8JK 11 #13MIC

2075 Loopee Dr  
N. Las Vegas, NV 89030  
(702) 682-8553

SW



Tr # 17815 Ticket #TK27512 GiveTo: PENDING  
# (none) 12/05/17 13:08  
ed: 12/06/17 by RHONDA  
ised: 12/06/17 by Alison Brooks  
ode: ..

Cust: UPONOR  
Site: SWANSON RESIDENCE  
42 MEADOWHAWK LN  
  
Las Vegas, NV 89135

(702) 249-9219

Request:  
MIC OR JR TURN ON WATER HEATER AND CHECK WATER  
HEATER NO HOT WATER. IT WAS TURNED OFF. DO  
WHATEVER IS ~~NEEDED~~ TO GET IT GOING.  
*needed*  
THERE IS LOCK BOX CODE HERE CALL ROCKY  
  
GIVE INVOICE TO ALISON WARRANTY CALL  
  
Work completed this visit

----- Site Notes -----  
*Billed to uponor*  
*2 car*  
*Garage 3366*  
*Alarm off 1077*

| Material Used  |             | Price | Amount |
|----------------|-------------|-------|--------|
| Qty            | Description |       |        |
|                |             |       |        |
|                |             |       |        |
|                |             |       |        |
|                |             |       |        |
|                |             |       |        |
|                |             |       |        |
|                |             |       |        |
|                |             |       |        |
|                |             |       |        |
| Total Material |             |       |        |

| Labor Used  |             | Price | Amount |
|-------------|-------------|-------|--------|
| Hours       | Description |       |        |
|             |             |       |        |
|             |             |       |        |
| Total Labor |             |       |        |
| Tax         |             |       |        |
| Other:      |             |       |        |
| TOTAL:      |             |       |        |

Date Completed: \_\_\_\_/\_\_\_\_/\_\_\_\_  
I hereby acknowledge the satisfactory completion of the above work.  
Customer Signature: \_\_\_\_\_



13WA 2368

JA000745

| QTY  | PART # | DESCRIPTION   | UNIT PRICE | PRICE   |
|--|--------|---|------------|---------|
| 1  | BT0004 | 5/8" comp Hose bib.   |            | \$21.00 |
| 4.   |        | Pressure Tested backyard hose bib and Vacuum breaker leaking.. Had to Replace Hose Bib. Pressure tested held at 70 PSI. |            |         |
| 5.   |        | Had to shut-off Pool Pump. to stop water at PUB for all Tests.  |            |         |
| TOTAL PARTS  |        |   |            |         |
| SUBCONTRACTOR  |        |   |            |         |
| TOTAL OTHER CHARGES  |        |   |            |         |
| <b>TERMS: DUE UPON COMPLETION</b><br>I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.<br>1-1/2% PER MONTH (18% PER ANNUM) FINANCE CHARGE WILL BE ASSESSED ON ALL BALANCES OVER 30 DAYS. |        |   |            |         |
| x Nicky Whitfield<br>AUTHORIZED SIGNATURE  |        |   |            |         |



4075 LOSEE ROAD  
NORTH LAS VEGAS, NV 89030  
"A FLUSH BEATS A FULL HOUSE"  
(702) 642-8553

\$500,000.00 LIMIT

236151

LIC. #21952-A

|                         |               |       |    |               |          |
|-------------------------|---------------|-------|----|---------------|----------|
| NAME                    | Todd Swanson  |       |    | DATE          | 11/12/17 |
| STREET                  | 42 Meadowhawk |       |    | P.O. #        |          |
| CITY                    | Las Vegas     | STATE | NV | ZIP           | 89135    |
| MAKE                    |               | MODEL |    | SERIAL NUMBER |          |
| VISA/MC AUTHORIZATION # |               |       |    |               |          |

(Billing)

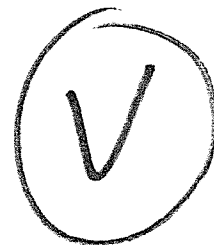
| DESCRIPTION OF WORK  | SERVICE   |
|--|-----------|
| 1. Pressure test and all piping checked in the entire home.  |           |
| 2. Did a visual Plumbing inspection on all Fixtures. No corrosion on any Plumbing                              |           |
| 3. Pressure tested front nose Bib and shut-off meter. Held at 70 PSI for 10 minutes. Also shut off irrigation. |           |
| LABORERS CHARGES   | HRS @ /HR |
| TECHNICIAN CHARGES   | HRS @ /HR |
| TECHNICIAN SIGNATURE   |           |
| PARTS WARRANTY   |           |
| LABOR GUARANTY   |           |
| TAX  |           |
| TOTAL AMOUNT DUE   | \$125.00  |
| ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY.                                    |           |
| x [Signature]<br>DATE 11/14/2017   |           |

POSTED

\* Before 1:20 \*

Rakeman Plumbing, Inc.  
4075 Losee Road  
Las Vegas, NV 89030  
(702) 642-8553

SW



Order # 17415 Ticket # TK26919 GiveTo: PENDING  
PO # (none) 11/16/17 12:36  
Anted: 11/17/17 by NIKKI  
omised: 11/17/17 by Alison Brooks  
b Code: ..

Cust: SWANSON, TODD  
Site: SWANSON, TODD  
42 MEADOWHAWK LN  
Las Vegas, NV 89135

(702) 249-9219  
(702) 249-9219

Request:  
BEFORE 1:30\*\* ASSISTANT NIKKI 702-816-1405

PRESSURE TEST AND ALL PIPING CHECKED IN THE ENTIRE  
HOME WITH FULL REPORT.

-----Site Notes-----

BILLING/ GIVE INVOICE TO BRIAN  
THIS IS A HOUSE WE DID FOR BRIAN/ BLUE HERON  
1ST GATE GUARD AND 2ND GATE #6018  
FLAMINGO/215  
\*\*2015\*\*

Work completed this visit

11/17 - @ 11:48 OK W/ NIKKI - AE

| Material Used  |             | Price | Amount |
|----------------|-------------|-------|--------|
| Qty            | Description |       |        |
|                |             |       |        |
|                |             |       |        |
|                |             |       |        |
|                |             |       |        |
|                |             |       |        |
|                |             |       |        |
|                |             |       |        |
| Total Material |             |       |        |

| Labor Used  |             | Price | Amount |
|-------------|-------------|-------|--------|
| Hours       | Description |       |        |
|             |             |       |        |
|             |             |       |        |
| Total Labor |             |       |        |
| Tax         |             |       |        |
| Other:      |             |       |        |
| TOTAL:      |             |       |        |

Date Completed: \_\_\_\_/\_\_\_\_/\_\_\_\_

I hereby acknowledge the satisfactory completion of the above work.

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

11/17 W/

23(10/5) JA000747





Rakeman Plumbing, Inc.  
4075 Losee Road  
N. Las Vegas, NV 89030  
(702) 642-8553

# 13382 Ticket #TK20807 GiveTo: #2 RAFAE  
: (none) 05/23/17 08:38  
ed: 04/05/17  
sed: 04/05/17 by Alison Brooks  
ode: ..

Cust: UPONOR  
Site: SWANSON RESIDENCE  
42 MEADOWHAWK LN  
Las Vegas, NV 89135

(702) 249-9219

-----Site Notes-----

Request:  
LEAK IN MASTER BEDROOM

Work completed this visit

| Qty   | Material Used<br>Description | Price          | Amount |
|-------|------------------------------|----------------|--------|
| _____ | _____                        | _____          | _____  |
| _____ | _____                        | _____          | _____  |
| _____ | _____                        | _____          | _____  |
| _____ | _____                        | _____          | _____  |
| _____ | _____                        | _____          | _____  |
| _____ | _____                        | _____          | _____  |
| _____ | _____                        | _____          | _____  |
|       |                              | Total Material | _____  |

| Hours | Labor Used<br>Description | Price       | Amount |
|-------|---------------------------|-------------|--------|
| _____ | _____                     | _____       | _____  |
| _____ | _____                     | _____       | _____  |
|       |                           | Total Labor | _____  |

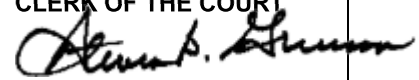
Job Completed: \_\_\_\_/\_\_\_\_/\_\_\_\_

I hereby acknowledge the satisfactory completion of the above work.

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

Other: \_\_\_\_\_

TOTAL: \_\_\_\_\_



1 **ECWD**

2 Rusty Graf, Esq.

3 Nevada Bar No. 6322

4 Shannon M. Wilson, Esq.

5 Nevada Bar No. 13988

6 **BLACK & LOBELLO**

7 10777 West Twain Avenue, 3<sup>rd</sup> Floor

8 Las Vegas, Nevada 89135

9 Telephone: (702) 869-8801

10 Facsimile: (702) 869-2669

11 E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)

12 E-mail: [swilson@blacklobello.law](mailto:swilson@blacklobello.law)

13 *Attorneys for Plaintiff*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 JOSEPH FOLINO, an individual and NICOLE  
17 FOLINO, an individual,

18 Plaintiff,

19 v.

20 TODD SWANSON, an individual; TODD  
21 SWANSON, Trustee of the SHIRAZ TRUST;  
22 SHIRAZ TRUST, a Trust of unknown origin;  
23 LYONS DEVELOPMENT, LLC, a Nevada  
24 limited liability company; DOES I through X;  
25 and ROES I through X,

26 Defendants.

CASE NO.: A-18-782494-C  
DEPT. NO.: XXIV

**PLAINTIFFS' FIRST SUPPLEMENTAL  
LIST OF WITNESSES AND  
PRODUCTION OF DOCUMENTS  
PURSUANT TO NRCP 16.1**

27 COMES NOW, Plaintiffs JOSEPH FOLINO and NICOLE FOLINO, by and through  
28 Rusty Graf, Esq. and Shannon M. Wilson, Esq., of Black & LoBello, their attorneys of record,  
hereby submit the Plaintiffs' Initial List of Witnesses and Production of Documents pursuant to  
N.R.C.P. 16.1.

These disclosures are based on information reasonably available to Plaintiffs as of this  
date, recognizing that the investigation continues, and that discovery has just begun. Plaintiffs  
reserve the right to supplement or modify this initial disclosure statement at any time as  
additional information becomes available during the course of discovery.

1 In making these disclosures, Plaintiffs do not purport to identify every individual,  
2 document, data compilation, or tangible thing possibly relevant to this lawsuit. Rather,  
3 Plaintiffs' disclosure represents a good faith effort to identify discoverable information they  
4 currently and reasonably believe may be used to support their claims and defenses as required  
5 by NRCP 16.1.

6 Plaintiffs make these disclosures without waiving their right to object to the production  
7 of any document, data compilations, or tangible thing disclosed on the basis of any privilege,  
8 work product, relevancy, undue burden, or other valid objection. These disclosures do not  
9 include information that may be used solely for impeachment purposes. While making these  
10 disclosures, Plaintiffs reserve among other rights, (1) the right to object on the grounds of  
11 competency, privilege, work product, relevancy and materiality, admissibility, hearsay, or any  
12 other proper grounds to the use of any disclosed information, for any purpose in whole or in part  
13 in this action or any other action, and (2) the right to object on any and all grounds, at any time,  
14 to any discovery request or motion relating to the subject matter of this disclosure.

15 The following disclosures are made subject to the above objections and qualifications:

16 **I. LIST OF WITNESSES**

- 17 1. Todd Swanson  
18 c/o Christopher M. Young, PC.  
19 2460 Professional Court, #200  
20 Las Vegas, Nevada 89128  
21 Tel: (702) 240-2499  
22 Fax: (702) 240-2489

23 This witness is expected to have information regarding the facts and circumstances at  
24 issue in this action and any damages sustained therein.

- 25 2. Joseph Folino  
26 c/o Black & LoBello  
27 10777 W Twain Ave, #300  
28 Las Vegas, Nevada 89135  
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at  
issue in this action and any damages sustained therein.

3. Nicole Folino  
c/o Black & LoBello  
10777 W Twain Ave, #300  
Las Vegas, Nevada 89135  
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

4. Person Most Knowledgeable for Rakeman Plumbing, Inc.  
4075 Losee Rd  
North Las Vegas, NV 89030  
(702) 642-8553

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

5. Aaron Hawley  
c/o Rakeman Plumbing, Inc.  
4075 Losee Rd  
North Las Vegas, NV 89030  
(702) 642-8553

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

6. William Gerber  
c/o Rakeman Plumbing, Inc.  
4075 Losee Rd  
North Las Vegas, NV 89030  
(702) 642-8553

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

7. Person Most Knowledgeable for Repipe Specialists of Nevada, Inc.  
c/o Contractors License Information Service-LV  
4175 S Riley St., Ste 200  
Las Vegas, NV 89147

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

8. Person Most Knowledgeable for Uponor Inc.  
5925 148th Street West  
Apple Valley, MN 55124

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

9. Kelly Contenta  
c/o The Ivan Sher Group  
10777 W Twain Ave, #333  
Las Vegas, Nevada 89135  
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

10. Ivan Sher  
c/o The Ivan Sher Group  
10777 W Twain Ave, #333  
Las Vegas, Nevada 89135  
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

11. Person Most Knowledgeable for The Ivan Sher Group.  
10777 W Twain Ave, #333  
Las Vegas, Nevada 89135  
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

12. Ashley Oakes-Lazosky  
c/o Las Vegas Homes and Fine Estates, LLC.  
9691 Trailwood Dr., Ste 10&  
Las Vegas, Nevada 89134  
(702) 874-8555

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

13. John Lazosky

c/o Las Vegas Homes and Fine Estates, LLC.  
9691 Trailwood Dr., Ste 10&  
Las Vegas, Nevada 89134  
(702) 874-8555

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

14. Person Most Knowledgeable for Las Vegas Homes and Fine Estates, LLC.  
9691 Trailwood Dr., Ste 10&  
Las Vegas, Nevada 89134  
(702) 874-8555

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

15. Person Most Knowledgeable for Lyons Development, LLC.  
c/o Christopher M. Young, PC.  
2460 Professional Court, #200  
Las Vegas, Nevada 89128  
Tel: (702) 240-2499  
Fax: (702) 240-2489

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

16. Person Most Knowledgeable for The Shiraz Trust.  
c/o Christopher M. Young, PC.  
2460 Professional Court, #200  
Las Vegas, Nevada 89128  
Tel: (702) 240-2499  
Fax: (702) 240-2489

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

17. Craig Jiu  
(702) 214-5990  
[craig@valpro-group.com](mailto:craig@valpro-group.com)

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

18. Person Most Knowledgeable for The Summerlin Association  
2115 Festival Plaza Drive, Suite 220  
Las Vegas, NV 89135  
(702) 791-4600

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

Plaintiffs herein reserve their right to supplement this witness list as allowed by the applicable Discovery Scheduling Order and/or applicable provisions of the Nevada Rules of Civil Procedure as the identity of additional witnesses becomes known during the course of discovery. Plaintiffs incorporate by reference all documents produced by any other parties in this action.

## **II. LIST OF DOCUMENTS**

Pursuant to NRCPP 16.1(a)(1)(B), Plaintiffs hereby produce the following documents:

| <b><i>No.</i></b> | <b><i>Document</i></b>   | <b><i>Bates Numbers</i></b>  |
|-------------------|--|------------------------------|
| 1.                | Residential Purchase Agreement                                       | PLT000001 - PLT000010        |
| 2.                | Counter Offer No. 1  | PLT000011                    |
| 3.                | Counter Offer No. 2  | PLT000012                    |
| 4.                | Seller's Real Property Disclosure Form                               | PLT000013 - PLT000017        |
| 5.                | The Uniform Building Inspection Report Condensed                     | PLT000018 - PLT000027        |
| 6.                | Request for Repair No. 1   | PLT000028 - PLT000029        |
| 7.                | Grant, Bargain, Sale Deed  | PLT000030 - PLT000033        |
| 8.                | Rakeman Plumbing Invoice   | PLT000034 - PLT000035        |
| 9.                | Rakeman Plumbing Letter with enclosure of payment record             | PLT000036 - PLT000037        |
| 10.               | E-correspondence from Uponor informing past water losses             | PLT000038 - PLT000046        |
| 11.               | Uponor Warranty  | PLT000047 - PLT000048        |
| 12.               | E-correspondence regarding water loss that occurred in February 2017 | PLT000049 - PLT000053        |
| 13.               | <b>Rakeman Production – Email from Whitfield to Hawley</b>           | <b>PLT000054 – PLT000055</b> |

|     |  |                              |
|-----|--|------------------------------|
| 14. | <b>Rakeman Production – Letter to Swanson from Hawley</b>          | <b>PLT000056</b>             |
| 15. | <b>Rakeman Production – Work Order 2018.01.05 – Invoice 237000</b> | <b>PLT000057 – PLT000058</b> |
| 16. | <b>Rakeman Production – Invoice No. 236828</b>                     | <b>PLT000059 – PLT000060</b> |
| 17. | <b>Rakeman Production – Invoice No. 236151</b>                     | <b>PLT000061 – PLT000062</b> |
| 18. | <b>Rakeman Production – Invoice No. 232809</b>                     | <b>PLT000063 – PLT000064</b> |

Plaintiffs incorporate by reference all documents produced by any other parties in this action. Plaintiffs reserve the right to amend/supplement this List of Documents throughout the discovery process as additional information becomes available, to designate as an exhibit any documents or other tangible evidence identified by any party and/or identified in any exhibits by any party to this action, and to submit any documents or other tangible evidence for the purpose of rebuttal and/or impeachment.

In addition, neither inclusion of any documents or tangible items within this disclosure nor acceptance of documents provided by any other party hereto in a disclosure shall be deemed as a waiver by Plaintiffs of any evidentiary rights Plaintiffs may have with respect to those documents and/or tangible items, including, but not limited to, objection related to authenticity, materiality, relevance, foundation, hearsay, or any other rights as may be permitted pursuant to the Nevada Rules of Evidence.

### **III. PLAINTIFFS' COMPUTATION OF DAMAGES**

Plaintiffs hereby offer the following computation of damages pursuant to NRCP 16.1 (a)(1)(c). This list is not all-inclusive, as discovery is continuing, and Plaintiffs, therefore, reserve the right to supplement as additional information becomes available.

|    |                            |                            |
|----|----------------------------|----------------------------|
| 1. | Fraud Damages              | Approximately \$300,000.00 |
| 2. | Breach of Contract Damages | To be determined           |



|    |                   |              |
|----|-------------------|--------------|
| 3. | Bad Faith Damages | \$100,000.00 |
|----|-------------------|--------------|

Plaintiffs reserve the right to seek other damages including, but not limited to, general and exemplary damages, in an amount to be proven at trial.

#### **IV. DEMONSTRATIVE EXHIBITS**

Plaintiffs may offer at trial, certain Exhibits for demonstrative purposes including, but not limited to, the following:

1. Demonstrative and actual photographs and videos;
2. Diagrams, drawings, pictures, photos, film, models, video, DVD and CD ROM.
3. Timeline of Company events;
4. Photographs and videos of Plaintiffs' witnesses;
5. Storyboards and computer digitized power point images;
6. Blow-ups/transparencies/digitized images of photographs and other exhibits;

#### **V. GENERAL OBJECTIONS**

1. General Objections Applicable to All Witnesses Disclosed by Defendants.

Plaintiffs object to any witness identified by Defendants which should be excluded on the basis that the witnesses are not relevant, or unfairly prejudicial, or not identified with particularity, or lack foundation, or would potentially violate the collateral source rule, or violate a stipulation of the parties and/or Orders of this Court. Additionally, Plaintiffs reserve the right to object to any witness identified by any party in the instant matter. Furthermore, Plaintiffs reserve the right to object or exclude any witness testimony, of any basis, at the time of trial.

2. General Objections Applicable to all Documents Disclosed by Defendants.

Plaintiffs object to any documents that Defendants intend to use as exhibits at the trial of this matter, if any information violates the collateral source rule, hearsay rule, lacks foundation,

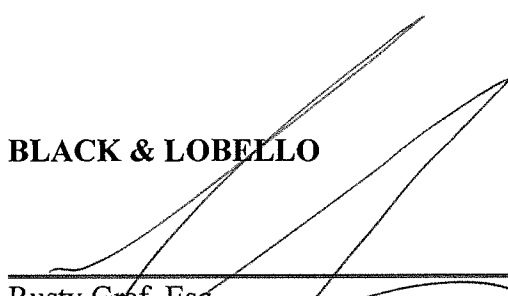
1 is not relevant or which relevancy is outweighed by its prejudicial effect, or contains  
2 information that was/will be excluded by the Court or by stipulation of the parties. Plaintiffs  
3 also object to these documents inasmuch as they have not been properly redacted according to  
4 the laws of the privacy, and the previous stated objections.

5 By disclosing witnesses and/or documents, Plaintiffs do not waive the right to challenge  
6 and/or exclude any such witness or document or portions thereof on any basis.

7 Plaintiffs reserve the right to object to any document identified by any party in the instant  
8 matter. Plaintiffs further reserve the right to use any and all of any other parties' exhibits at the  
9 time of trial of this matter.

10  
11 DATED this 30<sup>th</sup> day of December 2019

**BLACK & LOBELLO**

  
\_\_\_\_\_  
Rusty Graf, Esq.  
Nevada Bar No. 6322  
Shannon M. Wilson, Esq.  
Nevada Bar No. 13988  
10777 W. Twain Ave., Suite 300  
Las Vegas, NV 89135  
[rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
[swilson@blacklobello.law](mailto:swilson@blacklobello.law)  
*Attorneys for Plaintiff*

**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 30<sup>th</sup> day of December 2019, I caused the above and foregoing document **PLAINTIFFS' FIRST SUPPLEMENTAL LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS PURSUANT TO NRCP 16.1** to be served as follows:

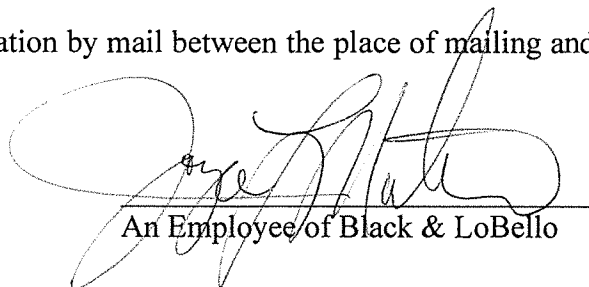
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and
- ☒ by electronic service through Odyssey, Clark County Eighth Judicial District Court's electronic filing/service system;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile;
- ☐ hand delivered

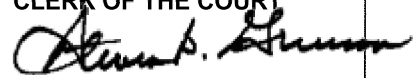
to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

Christopher M. Young, Esq.  
Nevada Bar No. 7961  
Jay T. Hopkins, Esq.  
Nevada Bar No. 3223  
Christopher M. Young, PC  
2640 Professional Court, #200  
Las Vegas, Nevada 89128

Jeffrey L. Galliher, Esq.  
Galliher Legal, P.C.  
Nevada Bar No. 8078  
1850 E. Sahara Ave., #107  
Las Vegas, NV 89104  
Attorneys for Defendants

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

  
An Employee of Black & LoBello



Rusty Graf, Esq.  
Nevada Bar No. 6322  
**BLACK & LOBELLO**  
10777 West Twain Avenue, 3<sup>rd</sup> Floor  
Las Vegas, Nevada 89135  
Telephone: (702) 869-8801  
Facsimile: (702) 869-2669  
E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
E-mail: [swilson@blacklobello.law](mailto:swilson@blacklobello.law)  
*Attorneys for Plaintiffs*

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

JOSEPH FOLINO, an individual and NICOLE  
FOLINO, an individual,

Plaintiffs,

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYONS DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

**PLAINTIFF'S NOTICE OF SUBPOENAS  
PURSUANT TO NRCP 45(A)(4)(A)**

TO: Defendants TODD SWANSON, an individual; TODD SWANSON, Trustee of  
the SHIRAZ TRUST; SHIRAZ TRUST, a Trust of unknown origin; LYONS DEVELOPMENT,  
LLC, a Nevada limited liability company; DOES I through X; and ROES I through X, their  
attorneys of record Christopher M. Young, Esq., and Jay T. Hopkins, Esq., of Christopher  
M. Young, P.C., and Jeffrey L. Galliher, Esq., of Galliher Legal, P.C.:

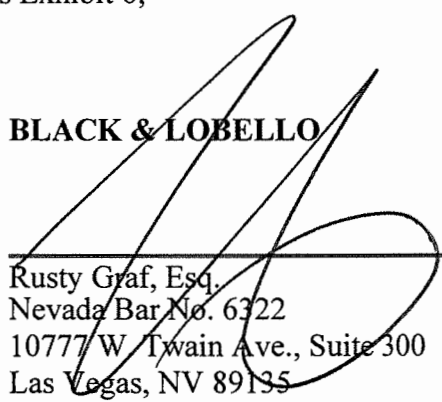
Pursuant to Rule 45 of the Nevada Rules of Civil Procedure, please take notice that on or  
about Friday, January 10, 2020, Plaintiffs JOSEPH FOLINO and NICOLE FOLINO will serve  
the following subpoena duces tecum:

1. Ivan Sher, attached hereto as Exhibit 1;

2. Kelly Contenta, attached hereto as Exhibit 2;
3. Nicole Whitfield, attached hereto as Exhibit 3;
4. Infinity Environmental Services, LLC., attached hereto as Exhibit 4;
5. Absolute Cabinetry, attached hereto as Exhibit 5;
6. EH Design, attached hereto as Exhibit 6;

DATED this 24<sup>th</sup> day of January 2020

**BLACK & LOBELLO**

  
Rusty Graf, Esq.  
Nevada Bar No. 6322  
10777 W. Twain Ave., Suite 300  
Las Vegas, NV 89135  
[rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
[swilson@blacklobello.law](mailto:swilson@blacklobello.law)  
*Attorneys for Plaintiff*

**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 2<sup>ND</sup> day of January 2020, I caused the above and foregoing document **PLAINTIFF'S NOTICE OF SUBPOENAS PURSUANT TO NRCP 45(A)(4)(A)**

to be served as follows:

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and

☒ by electronic service through Odyssey, Clark County Eighth Judicial District Court's electronic filing/service system;

☐ pursuant to EDCR 7.26, to be sent via facsimile;

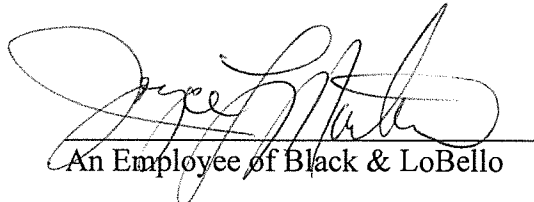
☐ hand delivered

to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

Christopher M. Young, Esq.  
Nevada Bar No. 7961  
Jay T. Hopkins, Esq.  
Nevada Bar No. 3223  
Christopher M. Young, PC  
2640 Professional Court, #200  
Las Vegas, Nevada 89128  
Attorneys for Defendants

Jeffrey L. Galliher, Esq.  
Galliher Legal, P.C.  
Nevada Bar No. 8078  
1850 E. Sahara Ave., #107  
Las Vegas, NV 89104  
Attorneys for Defendants

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

  
An Employee of Black & LoBello

# EXHIBIT 1

**SUBP**

Rusty Graf, Esq.  
Nevada Bar No. 6322  
**BLACK & LOBELLO**  
10777 West Twain Avenue, 3<sup>rd</sup> Floor  
Las Vegas, Nevada 89135  
Telephone: (702) 869-8801  
Facsimile: (702) 869-2669  
E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
*Attorney for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOSEPH FOLINO, an individual and CASE NO.: A-18-782494-C  
NICOLE FOLINO, an individual,  
DEPT. NO.: XXIV

Plaintiffs,

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYONS DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendants.

**SUBPOENA DUCES TECUM**

**The State of Nevada Sends Greetings to: IVAN SHER**

BHHS NEVADA PROPERTIES/THE IVAN SHER GROUP  
10777 W TWAIN AVE  
#333  
LAS VEGAS, NV 89135

**YOU ARE HEREBY COMMANDED**, that all and Singular, business and excuses set  
aside, to deliver to BLACK & LOBELLO, 10777 West Twain Avenue, Suite 300, Las Vegas,  
Nevada, 89135, on or before the 31<sup>st</sup> day of January, 2020, by 11:00 a.m., the following  
documents:

///



**INSTRUCTIONS/DEFINITIONS**

The following preliminary definitions and instructions apply to each of the Requests set forth in the subpoena hereafter and are deemed to be incorporated therein.

A. The term "Document" shall mean and refer to all written, recorded or graphic matter, however produced or reproduced, of every kind and description, in plaintiffs or its attorneys' actual or constructive possession, custody, care or control. A Document is deemed to be in your possession, custody, care or control if it is in your physical custody, or if it is in the physical custody of any other person and you either own such Document in whole or in part or any other person and you either own such Document in whole or in part or have a right by contract, statute or otherwise to use, inspect, examine or copy such Document on demand or on any terms; or if you have an understanding, express or implied, that you may use, inspect, examine or copy such Document on any terms; or you have, as a practical matter, been able to use, inspect, examine or copy such Document when you have sought to do so. Such Documents shall include, but are not limited to, originals (or copies where originals are not available), any information preserved in electronic form, and any marginal or interlineal comment appearing on any Documents. "Document" additionally means and refers to any written, recorded or graphic representation, invoices, e-mail or voice-mail, and documents that have been optically scanned and/or stored on CD-ROM, however and by whoever prepared, disseminated or made, produced or reproduced, and all copies and drafts thereof, including but not limited to, all correspondence, telexes, written communications, notes, jottings, memoranda, telegrams, records, reports, computer printouts, calculations, worksheets, written agreements, diaries, summaries, tape recordings or transcripts of conversations or meetings, statistics, studies, receipts, invoices, checks and bills in your possession, custody or control from whatever source, whether or not prepared by you. "Document" shall also mean and refer to any electronic recording or representation of information including, but not limited to, computer tapes, computer files whether on magnetic disk or magnetic tape, videotapes, films and photographs and any draft or carbon or photographic copy of any such material, the content of which differs in any respect from the original. Any copy of a Document differing in any respect from the original shall be

1 deemed a separate copy.

2 B. The term "Person" shall mean and refer to any natural person, firm, business,  
3 corporation, partnership, sole proprietorship, estate, trust, trust estate, joint venture, association,  
4 group, organization or governmental agency (whether federal, state or local) or any agent  
5 thereof.

6 C. The terms "and" and "or" shall be construed disjunctively or conjunctively  
7 whenever appropriate in order to bring within the scope of this subpoena any and all information  
8 or documents that might otherwise be considered beyond its scope.

9 D. The terms "all" and "any" means "any and all."

10 E. The terms "including" or "includes" means "including, but not limited to," and  
11 "including without limitation." This term is meant to be inclusive, not exclusive.

12 F. The terms "concerning," "concerns" or "concern" shall mean concerning, relating  
13 to, referring to, relying on, describing, memorializing, evidencing, reflecting or constituting in  
14 any way.

15 G. The term "Communication" means any contact, oral or written, formal or  
16 informal, at any time or any place under any circumstance whatsoever whereby any information  
17 of any nature was transmitted or transferred, including but not limited to personal conversation,  
18 conferences, telephone conversations, memoranda, letters, correspondence, reports and  
19 publications.

20 H. "Relates to" or "Related to" shall mean, consist of, refer to, reflect or be in any  
21 way logically or factually connected with the matter discussed.

22 I. As used throughout this subpoena, the terms "you", "You", "your" and "Your",  
23 and the plurals or any synonyms thereof, are intended to and shall embrace and include in  
24 addition to IVAN SHER, his agents, representatives, employees, servants, consultants,  
25 contractors, subcontractors, investigators, attorneys, and any other persons or entities acting or  
26 purporting to act on behalf of IVAN SHER.

27 ///

28 ///

**DOCUMENTS TO BE PRODUCED**

1  
2           1.     Any and all documentation related to or referencing the sale or purchase of  
3 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

4           2.     Any and all other documentation or communications related to or  
5 referencing 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

6           3.     Any and all other documentation or communications related to or  
7 referencing seller disclosures made for 42 Meadowhawk Lane, Las Vegas, NV 89135, from  
8 January 1, 2015 to present.

9  
10          4.     Any and all communication with and/or documents referencing or related to  
11 Joseph Folino and/or Nicole Folino from January 1, 2017 to present.

12          5.     Any and all communication with and/or documents referencing or related to  
13 Todd Swanson from January 1, 2015 to present.

14          6.     Any documents or communications related to or referencing knowledge of  
15 any repairs made to 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to  
16 present.

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1 If you fail to produce said documents on or before the date specified, you will be deemed  
2 guilty of contempt of Court, and liable to pay all losses and damages sustained thereby to the  
3 parties aggrieved.

4 **HOWEVER, IF THE DOCUMENTS ARE PROVIDED PRIOR TO THE DATE**  
5 **SET HEREIN, AND PROVIDED TOGETHER WITH A NOTARIZED CERTIFICATE**  
6 **OF AUTHENTICITY FROM THE CUSTODIAN OF RECORDS, NO ONE NEED**  
7 **APPEAR.**

8  
9 If the documents are provided prior to the date set above, please send them to:

10 Rusty Graf, Esq.  
11 **BLACK & LOBELLO**  
12 10777 West Twain Avenue, Suite 300  
Las Vegas, Nevada 89135

13 Submitted by:

14 **BLACK & LOBELLO**

15  
16  
17 Rusty Graf, Esq.  
18 Nevada Bar No. 6322  
19 **BLACK & LOBELLO**  
20 10777 West Twain Avenue, 3<sup>rd</sup> Floor  
Las Vegas, Nevada 89135  
21 Telephone: (702) 869-8801  
Facsimile: (702) 869-2669  
22 E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
*Attorney for Plaintiffs*

# EXHIBIT 2

**SUBP**

Rusty Graf, Esq.

Nevada Bar No. 6322

**BLACK & LOBELLO**

10777 West Twain Avenue, 3<sup>rd</sup> Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)

*Attorney for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOSEPH FOLINO, an individual and  
NICOLE FOLINO, an individual,

Plaintiff,

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYONS DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

**SUBPOENA DUCES TECUM**

**The State of Nevada Sends Greetings to: KELLY CONTENTA**

1604 PACIFIC TIDE PL.

LAS VEGAS, NV 89144

**YOU ARE HEREBY COMMANDED**, that all and Singular, business and excuses set  
aside, to deliver to BLACK & LOBELLO, 10777 West Twain Avenue, Suite 300, Las Vegas,  
Nevada, 89135, on or before the 31<sup>st</sup> day of January, 2020, by 11:00 a.m., the following  
documents:

**INSTRUCTIONS/DEFINITIONS**

The following preliminary definitions and instructions apply to each of the Requests set

1     forth in the subpoena hereafter and are deemed to be incorporated therein.

2           A.     The term "Document" shall mean and refer to all written, recorded or graphic  
3     matter, however produced or reproduced, of every kind and description, in plaintiffs or its  
4     attorneys' actual or constructive possession, custody, care or control. A Document is deemed to  
5     be in your possession, custody, care or control if it is in your physical custody, or if it is in the  
6     physical custody of any other person and you either own such Document in whole or in part or  
7     any other person and you either own such Document in whole or in part or have a right by  
8     contract, statute or otherwise to use, inspect, examine or copy such Document on demand or on  
9     any terms; or if you have an understanding, express or implied, that you may use, inspect,  
10    examine or copy such Document on any terms; or you have, as a practical matter, been able to  
11    use, inspect, examine or copy such Document when you have sought to do so. Such Documents  
12    shall include, but are not limited to, originals (or copies where originals are not available), any  
13    information preserved in electronic form, and any marginal or interlineal comment appearing on  
14    any Documents. "Document" additionally means and refers to any written, recorded or graphic  
15    representation, invoices, e-mail or voice-mail, and documents that have been optically scanned  
16    and/or stored on CD-ROM, however and by whoever prepared, disseminated or made, produced  
17    or reproduced, and all copies and drafts thereof, including but not limited to, all correspondence,  
18    telexes, written communications, notes, jottings, memoranda, telegrams, records, reports,  
19    computer printouts, calculations, worksheets, written agreements, diaries, summaries, tape  
20    recordings or transcripts of conversations or meetings, statistics, studies, receipts, invoices,  
21    checks and bills in your possession, custody or control from whatever source, whether or not  
22    prepared by you. "Document" shall also mean and refer to any electronic recording or  
23    representation of information including, but not limited to, computer tapes, computer files  
24    whether on magnetic disk or magnetic tape, videotapes, films and photographs and any draft or  
25    carbon or photographic copy of any such material, the content of which differs in any respect  
26    from the original. Any copy of a Document differing in any respect from the original shall be  
27    deemed a separate copy.

28           B.     The term "Person" shall mean and refer to any natural person, firm, business,

1 corporation, partnership, sole proprietorship, estate, trust, trust estate, joint venture, association,  
2 group, organization or governmental agency (whether federal, state or local) or any agent  
3 thereof.

4 C. The terms "and" and "or" shall be construed disjunctively or conjunctively  
5 whenever appropriate in order to bring within the scope of this subpoena any and all information  
6 or documents that might otherwise be considered beyond its scope.

7 D. The terms "all" and "any" means "any and all."

8 E. The terms "including" or "includes" means "including, but not limited to," and  
9 "including without limitation." This term is meant to be inclusive, not exclusive.

10 F. The terms "concerning," "concerns" or "concern" shall mean concerning, relating  
11 to, referring to, relying on, describing, memorializing, evidencing, reflecting or constituting in  
12 any way.

13 G. The term "Communication" means any contact, oral or written, formal or  
14 informal, at any time or any place under any circumstance whatsoever whereby any information  
15 of any nature was transmitted or transferred, including but not limited to personal conversation,  
16 conferences, telephone conversations, memoranda, letters, correspondence, reports and  
17 publications.

18 H. "Relates to" or "Related to" shall mean, consist of, refer to, reflect or be in any  
19 way logically or factually connected with the matter discussed.

20 I. As used throughout this subpoena, the terms "you", "You", "your" and "Your",  
21 and the plurals or any synonyms thereof, are intended to and shall embrace and include in  
22 addition to KELLY CONTENTA, her agents, representatives, employees, servants, consultants,  
23 contractors, subcontractors, investigators, attorneys, and any other persons or entities acting or  
24 purporting to act on behalf of KELLY CONTENTA.

25 **DOCUMENTS TO BE PRODUCED**

26 1. Any and all documentation related to or referencing the sale or purchase of  
27 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.  
28



2. Any and all other documentation or communications related to or referencing 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

3. Any and all other documentation or communications related to or referencing seller disclosures made for 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

4. Any and all communication with and/or documents referencing or related to Joseph Folino and/or Nicole Folino from January 1, 2017 to present.

5. Any and all communication with and/or documents referencing or related to Todd Swanson from January 1, 2015 to present.

6. Any documents or communications related to or referencing knowledge of any repairs made to 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

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1 If you fail to produce said documents on or before the date specified, you will be deemed  
2 guilty of contempt of Court, and liable to pay all losses and damages sustained thereby to the  
3 parties aggrieved.

4 **HOWEVER, IF THE DOCUMENTS ARE PROVIDED PRIOR TO THE DATE**  
5 **SET HEREIN, AND PROVIDED TOGETHER WITH A NOTARIZED CERTIFICATE**  
6 **OF AUTHENTICITY FROM THE CUSTODIAN OF RECORDS, NO ONE NEED**  
7 **APPEAR.**

8  
9 **If the documents are provided prior to the date set above, please send them to:**

10 Rusty Graf, Esq.  
11 **BLACK & LOBELLO**  
12 10777 West Twain Avenue, Suite 300  
13 Las Vegas, Nevada 89135

14 Submitted by:

15 **BLACK & LOBELLO**

16  
17 Rusty Graf, Esq.  
18 Nevada Bar No. 6322  
19 **BLACK & LOBELLO**  
20 10777 West Twain Avenue, 3<sup>rd</sup> Floor  
21 Las Vegas, Nevada 89135  
22 Telephone: (702) 869-8801  
23 Facsimile: (702) 869-2669  
24 E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
25 *Attorney for Plaintiffs*  
26  
27  
28

# EXHIBIT 3

**SUBP**

Rusty Graf, Esq.

Nevada Bar No. 6322

**BLACK & LOBELLO**

10777 West Twain Avenue, 3<sup>rd</sup> Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)

*Attorney for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOSEPH FOLINO, an individual and  
NICOLE FOLINO, an individual,

Plaintiff,

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYONS DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

**SUBPOENA DUCES TECUM**

**The State of Nevada Sends Greetings to: NICOLE WHITFIELD**

2435 MARLENE WAY

HENDERSON, NV 89014

**YOU ARE HEREBY COMMANDED**, that all and Singular, business and excuses set  
aside, to deliver to BLACK & LOBELLO, 10777 West Twain Avenue, Suite 300, Las Vegas,  
Nevada, 89135, on or before the 31<sup>st</sup> day of January, 2020, by 11:00 a.m., the following  
documents:

**INSTRUCTIONS/DEFINITIONS**

The following preliminary definitions and instructions apply to each of the Requests set

1     forth in the subpoena hereafter and are deemed to be incorporated therein.

2           A.     The term "Document" shall mean and refer to all written, recorded or graphic  
3     matter, however produced or reproduced, of every kind and description, in plaintiffs or its  
4     attorneys' actual or constructive possession, custody, care or control. A Document is deemed to  
5     be in your possession, custody, care or control if it is in your physical custody, or if it is in the  
6     physical custody of any other person and you either own such Document in whole or in part or  
7     any other person and you either own such Document in whole or in part or have a right by  
8     contract, statute or otherwise to use, inspect, examine or copy such Document on demand or on  
9     any terms; or if you have an understanding, express or implied, that you may use, inspect,  
10    examine or copy such Document on any terms; or you have, as a practical matter, been able to  
11    use, inspect, examine or copy such Document when you have sought to do so. Such Documents  
12    shall include, but are not limited to, originals (or copies where originals are not available), any  
13    information preserved in electronic form, and any marginal or interlineal comment appearing on  
14    any Documents. "Document" additionally means and refers to any written, recorded or graphic  
15    representation, invoices, e-mail or voice-mail, and documents that have been optically scanned  
16    and/or stored on CD-ROM, however and by whoever prepared, disseminated or made, produced  
17    or reproduced, and all copies and drafts thereof, including but not limited to, all correspondence,  
18    telexes, written communications, notes, jottings, memoranda, telegrams, records, reports,  
19    computer printouts, calculations, worksheets, written agreements, diaries, summaries, tape  
20    recordings or transcripts of conversations or meetings, statistics, studies, receipts, invoices,  
21    checks and bills in your possession, custody or control from whatever source, whether or not  
22    prepared by you. "Document" shall also mean and refer to any electronic recording or  
23    representation of information including, but not limited to, computer tapes, computer files  
24    whether on magnetic disk or magnetic tape, videotapes, films and photographs and any draft or  
25    carbon or photographic copy of any such material, the content of which differs in any respect  
26    from the original. Any copy of a Document differing in any respect from the original shall be  
27    deemed a separate copy.

28           B.     The term "Person" shall mean and refer to any natural person, firm, business,

1 corporation, partnership, sole proprietorship, estate, trust, trust estate, joint venture, association,  
2 group, organization or governmental agency (whether federal, state or local) or any agent  
3 thereof.

4 C. The terms "and" and "or" shall be construed disjunctively or conjunctively  
5 whenever appropriate in order to bring within the scope of this subpoena any and all information  
6 or documents that might otherwise be considered beyond its scope.

7 D. The terms "all" and "any" means "any and all."

8 E. The terms "including" or "includes" means "including, but not limited to," and  
9 "including without limitation." This term is meant to be inclusive, not exclusive.

10 F. The terms "concerning," "concerns" or "concern" shall mean concerning, relating  
11 to, referring to, relying on, describing, memorializing, evidencing, reflecting or constituting in  
12 any way.

13 G. The term "Communication" means any contact, oral or written, formal or  
14 informal, at any time or any place under any circumstance whatsoever whereby any information  
15 of any nature was transmitted or transferred, including but not limited to personal conversation,  
16 conferences, telephone conversations, memoranda, letters, correspondence, reports and  
17 publications.

18 H. "Relates to" or "Related to" shall mean, consist of, refer to, reflect or be in any  
19 way logically or factually connected with the matter discussed.

20 I. As used throughout this subpoena, the terms "you", "You", "your" and "Your",  
21 and the plurals or any synonyms thereof, are intended to and shall embrace and include in  
22 addition to NICOLE WHITFIELD, its agents, representatives, employees, servants, consultants,  
23 contractors, subcontractors, investigators, attorneys, and any other persons or entities acting or  
24 purporting to act on behalf of NICOLE WHITFIELD.

25 **DOCUMENTS TO BE PRODUCED**

26 **1. Any and all documentation related to or referencing the sale or purchase of**  
27 **42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.**  
28

2. Any and all other documentation or communications related to or referencing 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

3. Any and all other documentation or communications related to or referencing seller disclosures made for 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

4. Any and all communication with and/or documents referencing or related to Joseph Folino and/or Nicole Folino from January 1, 2017 to present.

5. Any and all communication with and/or documents referencing or related to Todd Swanson from January 1, 2015 to present.

6. Any documents or communications related to or referencing knowledge of any repairs made to 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

7. A copy of the timeline of events for the 11/7/2017 water leak at 42 Meadowhawk Lane, Las Vegas, NV 89135, which you prepared for Todd Swanson.

8. A copy of the summary of your communications with the Folino's and their agent, which you prepared for Todd Swanson.

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**BLACK & LOBELLO**  
10777 West Twain Avenue, Suite 300  
Las Vegas, Nevada 89135  
(702) 869-8801 FAX: (702) 869-2669

1 If you fail to produce said documents on or before the date specified, you will be deemed  
2 guilty of contempt of Court, and liable to pay all losses and damages sustained thereby to the  
3 parties aggrieved.

4 **HOWEVER, IF THE DOCUMENTS ARE PROVIDED PRIOR TO THE DATE**  
5 **SET HEREIN, AND PROVIDED TOGETHER WITH A NOTARIZED CERTIFICATE**  
6 **OF AUTHENTICITY FROM THE CUSTODIAN OF RECORDS, NO ONE NEED**  
7 **APPEAR.**

8  
9 **If the documents are provided prior to the date set above, please send them to:**

Rusty Graf, Esq.  
BLACK & LOBELLO  
10777 West Twain Avenue, Suite 300  
Las Vegas, Nevada 89135

10  
11  
12  
13 Submitted by:

14  
15 BLACK & LOBELLO

16  
17 Rusty Graf, Esq.  
18 Nevada Bar No. 6322  
19 **BLACK & LOBELLO**  
20 10777 West Twain Avenue, 3<sup>rd</sup> Floor  
21 Las Vegas, Nevada 89135  
22 Telephone: (702) 869-8801  
23 Facsimile: (702) 869-2669  
24 E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
25 *Attorney for Plaintiff*  
26  
27  
28



# EXHIBIT 4

**SUBP**

Rusty Graf, Esq.

Nevada Bar No. 6322

**BLACK & LOBELLO**

10777 West Twain Avenue, 3<sup>rd</sup> Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)

*Attorney for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOSEPH FOLINO, an individual and  
NICOLE FOLINO, an individual,

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

Plaintiff,

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYONS DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendants.

**SUBPOENA DUCES TECUM**

**The State of Nevada Sends Greetings to: INFINITY ENVIRONMENTAL SERVICES**

9594 NEWTON GROVE CT

LAS VEGAS, NV 89148-4644

**YOU ARE HEREBY COMMANDED**, that all and Singular, business and excuses set  
aside, to deliver to BLACK & LOBELLO, 10777 West Twain Avenue, Suite 300, Las Vegas,  
Nevada, 89135, on or before the 31<sup>st</sup> day of January, 2020, by 11:00 a.m., the following  
documents:

**INSTRUCTIONS/DEFINITIONS**

The following preliminary definitions and instructions apply to each of the Requests set

1     forth in the subpoena hereafter and are deemed to be incorporated therein.

2           A.     The term "Document" shall mean and refer to all written, recorded or graphic  
3     matter, however produced or reproduced, of every kind and description, in plaintiffs or its  
4     attorneys' actual or constructive possession, custody, care or control. A Document is deemed to  
5     be in your possession, custody, care or control if it is in your physical custody, or if it is in the  
6     physical custody of any other person and you either own such Document in whole or in part or  
7     any other person and you either own such Document in whole or in part or have a right by  
8     contract, statute or otherwise to use, inspect, examine or copy such Document on demand or on  
9     any terms; or if you have an understanding, express or implied, that you may use, inspect,  
10    examine or copy such Document on any terms; or you have, as a practical matter, been able to  
11    use, inspect, examine or copy such Document when you have sought to do so. Such Documents  
12    shall include, but are not limited to, originals (or copies where originals are not available), any  
13    information preserved in electronic form, and any marginal or interlineal comment appearing on  
14    any Documents. "Document" additionally means and refers to any written, recorded or graphic  
15    representation, invoices, e-mail or voice-mail, and documents that have been optically scanned  
16    and/or stored on CD-ROM, however and by whoever prepared, disseminated or made, produced  
17    or reproduced, and all copies and drafts thereof, including but not limited to, all correspondence,  
18    telexes, written communications, notes, jottings, memoranda, telegrams, records, reports,  
19    computer printouts, calculations, worksheets, written agreements, diaries, summaries, tape  
20    recordings or transcripts of conversations or meetings, statistics, studies, receipts, invoices,  
21    checks and bills in your possession, custody or control from whatever source, whether or not  
22    prepared by you. "Document" shall also mean and refer to any electronic recording or  
23    representation of information including, but not limited to, computer tapes, computer files  
24    whether on magnetic disk or magnetic tape, videotapes, films and photographs and any draft or  
25    carbon or photographic copy of any such material, the content of which differs in any respect  
26    from the original. Any copy of a Document differing in any respect from the original shall be  
27    deemed a separate copy.

28           B.     The term "Person" shall mean and refer to any natural person, firm, business,

1 corporation, partnership, sole proprietorship, estate, trust, trust estate, joint venture, association,  
2 group, organization or governmental agency (whether federal, state or local) or any agent  
3 thereof.

4 C. The terms "and" and "or" shall be construed disjunctively or conjunctively  
5 whenever appropriate in order to bring within the scope of this subpoena any and all information  
6 or documents that might otherwise be considered beyond its scope.

7 D. The terms "all" and "any" means "any and all."

8 E. The terms "including" or "includes" means "including, but not limited to," and  
9 "including without limitation." This term is meant to be inclusive, not exclusive.

10 F. The terms "concerning," "concerns" or "concern" shall mean concerning, relating  
11 to, referring to, relying on, describing, memorializing, evidencing, reflecting or constituting in  
12 any way.

13 G. The term "Communication" means any contact, oral or written, formal or  
14 informal, at any time or any place under any circumstance whatsoever whereby any information  
15 of any nature was transmitted or transferred, including but not limited to personal conversation,  
16 conferences, telephone conversations, memoranda, letters, correspondence, reports and  
17 publications.

18 H. "Relates to" or "Related to" shall mean, consist of, refer to, reflect or be in any  
19 way logically or factually connected with the matter discussed.

20 I. As used throughout this subpoena, the terms "you", "You", "your" and "Your",  
21 and the plurals or any synonyms thereof, are intended to and shall embrace and include in  
22 addition to INFINITY ENVIRONMENTAL SERVICES, its agents, representatives, employees,  
23 servants, consultants, contractors, subcontractors, investigators, attorneys, and any other persons  
24 or entities acting or purporting to act on behalf of INFINITY ENVIRONMENTAL SERVICES.

25 **DOCUMENTS TO BE PRODUCED**

26 **1. Any and all documentation related to or referencing any work conducted by**  
27 **Infinity Environmental Services at 42 Meadowhawk Lane, Las Vegas, NV 89135, from**  
28

1 **January 1, 2015 to present.**

2       **2. Any and all other documentation or communications related to or**  
3 **referencing 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.**

4       **3. Any and all communication with and/or documents referencing or related to**  
5 **Joseph Folino and/or Nicole Folino from January 1, 2017 to present.**

6       **4. Any and all communication with and/or documents referencing or related to**  
7 **The Shiraz Trust from January 1, 2015 to present.**

8       **5. Any and all communication with and/or documents referencing or related to**  
9 **Todd Swanson from January 1, 2015 to present.**

10       **6. Any and all communication with and/or documents referencing or related to**  
11 **Lyons Development, LLC., from January 1, 2015 to present.**

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1 If you fail to produce said documents on or before the date specified, you will be deemed  
2 guilty of contempt of Court, and liable to pay all losses and damages sustained thereby to the  
3 parties aggrieved.

4 **HOWEVER, IF THE DOCUMENTS ARE PROVIDED PRIOR TO THE DATE**  
5 **SET HEREIN, AND PROVIDED TOGETHER WITH A NOTARIZED CERTIFICATE**  
6 **OF AUTHENTICITY FROM THE CUSTODIAN OF RECORDS, NO ONE NEED**  
7 **APPEAR.**

8  
9 **If the documents are provided prior to the date set above, please send them to:**

10 Rusty Graf, Esq.  
11 **BLACK & LOBELLO**  
12 10777 West Twain Avenue, Suite 300  
Las Vegas, Nevada 89135

13 Submitted by:

14  
15 **BLACK & LOBELLO**

16  
17 Rusty Graf, Esq.  
18 Nevada Bar No. 6322  
19 **BLACK & LOBELLO**  
20 10777 West Twain Avenue, 3<sup>rd</sup> Floor  
Las Vegas, Nevada 89135  
21 Telephone: (702) 869-8801  
22 Facsimile: (702) 869-2669  
E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
*Attorney for Plaintiff*

# EXHIBIT 5

**SUBP**

Rusty Graf, Esq.

Nevada Bar No. 6322

**BLACK & LOBELLO**

10777 West Twain Avenue, 3<sup>rd</sup> Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)

*Attorney for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOSEPH FOLINO, an individual and  
NICOLE FOLINO, an individual,

Plaintiff,

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYONS DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

**SUBPOENA DUCES TECUM**

**The State of Nevada Sends Greetings to: ABSOLUTE CLOSETS & CABINETRY**  
6754 SPENCER ST,  
LAS VEGAS, NV 89119

**YOU ARE HEREBY COMMANDED**, that all and Singular, business and excuses set  
aside, to deliver to BLACK & LOBELLO, 10777 West Twain Avenue, Suite 300, Las Vegas,  
Nevada, 89135, on or before the 31<sup>st</sup> day of January, 2020, by 11:00 a.m., the following  
documents:

**INSTRUCTIONS/DEFINITIONS**

The following preliminary definitions and instructions apply to each of the Requests set



1     forth in the subpoena hereafter and are deemed to be incorporated therein.

2           A.     The term "Document" shall mean and refer to all written, recorded or graphic  
3     matter, however produced or reproduced, of every kind and description, in plaintiffs or its  
4     attorneys' actual or constructive possession, custody, care or control. A Document is deemed to  
5     be in your possession, custody, care or control if it is in your physical custody, or if it is in the  
6     physical custody of any other person and you either own such Document in whole or in part or  
7     any other person and you either own such Document in whole or in part or have a right by  
8     contract, statute or otherwise to use, inspect, examine or copy such Document on demand or on  
9     any terms; or if you have an understanding, express or implied, that you may use, inspect,  
10    examine or copy such Document on any terms; or you have, as a practical matter, been able to  
11    use, inspect, examine or copy such Document when you have sought to do so. Such Documents  
12    shall include, but are not limited to, originals (or copies where originals are not available), any  
13    information preserved in electronic form, and any marginal or interlineal comment appearing on  
14    any Documents. "Document" additionally means and refers to any written, recorded or graphic  
15    representation, invoices, e-mail or voice-mail, and documents that have been optically scanned  
16    and/or stored on CD-ROM, however and by whoever prepared, disseminated or made, produced  
17    or reproduced, and all copies and drafts thereof, including but not limited to, all correspondence,  
18    telexes, written communications, notes, jottings, memoranda, telegrams, records, reports,  
19    computer printouts, calculations, worksheets, written agreements, diaries, summaries, tape  
20    recordings or transcripts of conversations or meetings, statistics, studies, receipts, invoices,  
21    checks and bills in your possession, custody or control from whatever source, whether or not  
22    prepared by you. "Document" shall also mean and refer to any electronic recording or  
23    representation of information including, but not limited to, computer tapes, computer files  
24    whether on magnetic disk or magnetic tape, videotapes, films and photographs and any draft or  
25    carbon or photographic copy of any such material, the content of which differs in any respect  
26    from the original. Any copy of a Document differing in any respect from the original shall be  
27    deemed a separate copy.

28           B.     The term "Person" shall mean and refer to any natural person, firm, business,

1 corporation, partnership, sole proprietorship, estate, trust, trust estate, joint venture, association,  
2 group, organization or governmental agency (whether federal, state or local) or any agent  
3 thereof.

4 C. The terms "and" and "or" shall be construed disjunctively or conjunctively  
5 whenever appropriate in order to bring within the scope of this subpoena any and all information  
6 or documents that might otherwise be considered beyond its scope.

7 D. The terms "all" and "any" means "any and all."

8 E. The terms "including" or "includes" means "including, but not limited to," and  
9 "including without limitation." This term is meant to be inclusive, not exclusive.

10 F. The terms "concerning," "concerns" or "concern" shall mean concerning, relating  
11 to, referring to, relying on, describing, memorializing, evidencing, reflecting or constituting in  
12 any way.

13 G. The term "Communication" means any contact, oral or written, formal or  
14 informal, at any time or any place under any circumstance whatsoever whereby any information  
15 of any nature was transmitted or transferred, including but not limited to personal conversation,  
16 conferences, telephone conversations, memoranda, letters, correspondence, reports and  
17 publications.

18 H. "Relates to" or "Related to" shall mean, consist of, refer to, reflect or be in any  
19 way logically or factually connected with the matter discussed.

20 I. As used throughout this subpoena, the terms "you", "You", "your" and "Your",  
21 and the plurals or any synonyms thereof, are intended to and shall embrace and include in  
22 addition to ABSOLUTE CLOSETS & CABINetry, its agents, representatives, employees,  
23 servants, consultants, contractors, subcontractors, investigators, attorneys, and any other persons  
24 or entities acting or purporting to act on behalf of ABSOLUTE CLOSETS & CABINetry.

25 **DOCUMENTS TO BE PRODUCED**

26 1. Any and all documentation related to or referencing any work conducted by  
27 Absolute Closets & Cabinetry at 42 Meadowhawk Lane, Las Vegas, NV 89135, from  
28

1 January 1, 2015 to present.

2 2. Any and all other documentation or communications related to or  
3 referencing 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

4 3. Any and all communication with and/or documents referencing or related to  
5 Joseph Folino and/or Nicole Folino from January 1, 2017 to present.

6 4. Any and all communication with and/or documents referencing or related to  
7 The Shiraz Trust from January 1, 2015 to present.

8 5. Any and all communication with and/or documents referencing or related to  
9 Todd Swanson from January 1, 2015 to present.

10 6. Any and all communication with and/or documents referencing or related to  
11 Lyons Development, LLC., from January 1, 2015 to present.

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**BLACK & LOBELLO**  
10777 West Twain Avenue, Suite 300  
Las Vegas, Nevada 89135  
(702) 869-8801 FAX: (702) 869-2669

1 If you fail to produce said documents on or before the date specified, you will be deemed  
2 guilty of contempt of Court, and liable to pay all losses and damages sustained thereby to the  
3 parties aggrieved.

4 **HOWEVER, IF THE DOCUMENTS ARE PROVIDED PRIOR TO THE DATE**  
5 **SET HEREIN, AND PROVIDED TOGETHER WITH A NOTARIZED CERTIFICATE**  
6 **OF AUTHENTICITY FROM THE CUSTODIAN OF RECORDS, NO ONE NEED**  
7 **APPEAR.**

8  
9 If the documents are provided prior to the date set above, please send them to:

10 Rusty Graf, Esq.  
11 **BLACK & LOBELLO**  
12 10777 West Twain Avenue, Suite 300  
Las Vegas, Nevada 89135

13  
14 Submitted by:

15 **BLACK & LOBELLO**

16  
17 Rusty Graf, Esq.  
18 Nevada Bar No. 6322  
19 **BLACK & LOBELLO**  
20 10777 West Twain Avenue, 3<sup>rd</sup> Floor  
21 Las Vegas, Nevada 89135  
22 Telephone: (702) 869-8801  
Facsimile: (702) 869-2669  
E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
*Attorney for Plaintiff*

# EXHIBIT 6

**SUBP**

Rusty Graf, Esq.

Nevada Bar No. 6322

**BLACK & LOBELLO**

10777 West Twain Avenue, 3<sup>rd</sup> Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)

*Attorney for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOSEPH FOLINO, an individual and  
NICOLE FOLINO, an individual,

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

Plaintiff,

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYONS DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendants.

**SUBPOENA DUCES TECUM**

**The State of Nevada Sends Greetings to: EH DESIGNS**

5627 DEER CREEK FALLS CT

LAS VEGAS, NV 89118

**YOU ARE HEREBY COMMANDED**, that all and Singular, business and excuses set  
aside, to deliver to BLACK & LOBELLO, 10777 West Twain Avenue, Suite 300, Las Vegas,  
Nevada, 89135, on or before the 31<sup>st</sup> day of January, 2020 by 11:00 a.m., the following  
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6     physical custody of any other person and you either own such Document in whole or in part or  
7     any other person and you either own such Document in whole or in part or have a right by  
8     contract, statute or otherwise to use, inspect, examine or copy such Document on demand or on  
9     any terms; or if you have an understanding, express or implied, that you may use, inspect,  
10    examine or copy such Document on any terms; or you have, as a practical matter, been able to  
11    use, inspect, examine or copy such Document when you have sought to do so. Such Documents  
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13    information preserved in electronic form, and any marginal or interlineal comment appearing on  
14    any Documents. "Document" additionally means and refers to any written, recorded or graphic  
15    representation, invoices, e-mail or voice-mail, and documents that have been optically scanned  
16    and/or stored on CD-ROM, however and by whoever prepared, disseminated or made, produced  
17    or reproduced, and all copies and drafts thereof, including but not limited to, all correspondence,  
18    telexes, written communications, notes, jottings, memoranda, telegrams, records, reports,  
19    computer printouts, calculations, worksheets, written agreements, diaries, summaries, tape  
20    recordings or transcripts of conversations or meetings, statistics, studies, receipts, invoices,  
21    checks and bills in your possession, custody or control from whatever source, whether or not  
22    prepared by you. "Document" shall also mean and refer to any electronic recording or  
23    representation of information including, but not limited to, computer tapes, computer files  
24    whether on magnetic disk or magnetic tape, videotapes, films and photographs and any draft or  
25    carbon or photographic copy of any such material, the content of which differs in any respect  
26    from the original. Any copy of a Document differing in any respect from the original shall be  
27    deemed a separate copy.

28           B.     The term "Person" shall mean and refer to any natural person, firm, business,

1 corporation, partnership, sole proprietorship, estate, trust, trust estate, joint venture, association,  
2 group, organization or governmental agency (whether federal, state or local) or any agent  
3 thereof.

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12 any way.

13 G. The term "Communication" means any contact, oral or written, formal or  
14 informal, at any time or any place under any circumstance whatsoever whereby any information  
15 of any nature was transmitted or transferred, including but not limited to personal conversation,  
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19 way logically or factually connected with the matter discussed.

20 I. As used throughout this subpoena, the terms "you", "You", "your" and "Your",  
21 and the plurals or any synonyms thereof, are intended to and shall embrace and include in  
22 addition to EH DESIGNS, its agents, representatives, employees, servants, consultants,  
23 contractors, subcontractors, investigators, attorneys, and any other persons or entities acting or  
24 purporting to act on behalf of EH DESIGNS

25 **DOCUMENTS TO BE PRODUCED**

26 1. Any and all documentation related to or referencing any work conducted by  
27 EH Designs at 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to  
28



1 present.

2 2. Any and all other documentation or communications related to or  
3 referencing 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

4 3. Any and all communication with and/or documents referencing or related to  
5 Joseph Folino and/or Nicole Folino from January 1, 2017 to present.

6 4. Any and all communication with and/or documents referencing or related to  
7 The Shiraz Trust from January 1, 2015 to present.

8 5. Any and all communication with and/or documents referencing or related to  
9 Todd Swanson from January 1, 2015 to present.

10 6. Any and all communication with and/or documents referencing or related to  
11 Lyons Development, LLC., from January 1, 2015 to present.

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2 guilty of contempt of Court, and liable to pay all losses and damages sustained thereby to the  
3 parties aggrieved.

4 **HOWEVER, IF THE DOCUMENTS ARE PROVIDED PRIOR TO THE DATE**  
5 **SET HEREIN, AND PROVIDED TOGETHER WITH A NOTARIZED CERTIFICATE**  
6 **OF AUTHENTICITY FROM THE CUSTODIAN OF RECORDS, NO ONE NEED**  
7 **APPEAR.**

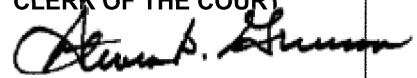
8  
9 **If the documents are provided prior to the date set above, please send them to:**

10 Rusty Graf, Esq.  
11 **BLACK & LOBELLO**  
12 10777 West Twain Avenue, Suite 300  
Las Vegas, Nevada 89135

13 Submitted by:

14 **BLACK & LOBELLO**

15  
16  
17 Rusty Graf, Esq.  
18 Nevada Bar No. 6322  
19 **BLACK & LOBELLO**  
20 10777 West Twain Avenue, 3<sup>rd</sup> Floor  
Las Vegas, Nevada 89135  
21 Telephone: (702) 869-8801  
22 Facsimile: (702) 869-2669  
E-mail: [rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
*Attorney for Plaintiff*



**SUBP**  
RUSTY GRAF, ESQ.  
Nevada Bar No. 6322  
**BLACK & LOBELLO**  
10777 W. Twain Ave., 3<sup>rd</sup> Fl.  
Las Vegas, Nevada 89135  
(702) 869-8801  
(702) 869-2669 (fax)  
rgraf@blacklobello.law  
*Attorney for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOSEPH FOLINO, an individual and  
NICOLE FOLINO, an individual,

CASE NO.: A-18-782494-C

Plaintiff,

DEPT. NO.: XXIV

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYONS DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendants.

**VIDEOTAPED DEPOSITION SUBPOENA KELLY CONTENTA**

**THE STATE OF NEVADA TO: KELLY CONTENTA**  
1604 Pacific Tide Pl.  
Las Vegas, NV 89144

**YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the  
following date, time and place pursuant to NRS 50.165 and NRCP 30 and 45, UNLESS, you  
make an agreement with the attorney or party submitting this subpoena:

Date: January 28, 2020

Time: 1:00 p.m.

Place: Black & LoBello, 10777 W. Twain Avenue, Suite 300, Las Vegas, NV, 89135

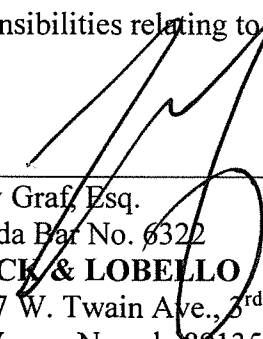
If you are a public or private corporation, partnership, association, or governmental  
agency, you are ordered to designate one or more officers, directors, managing agents, or other

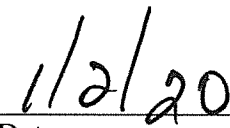
1 persons who consent to testify on your behalf. The persons you designate will be examined, and  
2 are ordered to testify, on the matters set forth below that are known or reasonably available to the  
3 organization. NRCp 30(b)(6).

4 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by  
5 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and  
6 mileage, unless issued on behalf of the State or a State agency. NRCp 45(b).

7 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served  
8 upon that person may be deemed a contempt of the court, NRCp 45(e), punishable by a fine not  
9 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a  
10 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages  
11 sustained as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS  
12 50.195, 50.205, and 22.100(3).

13 Please see the attached Exhibit "A" for information regarding your rights and  
14 responsibilities relating to this Subpoena.

15  
16 By:   
17 Rusty Graf, Esq.  
18 Nevada Bar No. 6322  
19 **BLACK & LOBELLO**  
20 10777 W. Twain Ave., 3<sup>rd</sup> Fl.  
21 Las Vegas, Nevada 89135  
22 (702) 869-8801  
23 (702) 869-2669 (fax)  
24 rgraf@blacklobello.law  
25 *Attorney for Plaintiff*  
26  
27  
28

  
Date

**EXHIBIT "A"**  
**NEVADA RULES OF CIVIL PROCEDURE**

**Rule 45**

**(c) *Protection of persons subject to subpoena.***

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) *Duties in responding to subpoena.***

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 2<sup>ND</sup> day of January 2020, I caused the above and foregoing document **VIDEOTAPED DEPOSITION SUBPOENA KELLY CONTENTA** to be served as follows:

☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and

☒ by electronic service through Odyssey, Clark County Eighth Judicial District Court's electronic filing/service system;

☐ pursuant to EDCR 7.26, to be sent via facsimile;

☐ hand delivered

to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

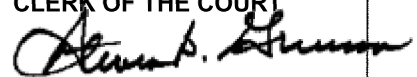
Christopher M. Young, Esq.  
Nevada Bar No. 7961  
Jay T. Hopkins, Esq.  
Nevada Bar No. 3223  
Christopher M. Young, PC  
2640 Professional Court, #200  
Las Vegas, Nevada 89128  
Attorneys for Defendants

Jeffrey L. Galliher, Esq.  
Galliher Legal, P.C.  
Nevada Bar No. 8078  
1850 E. Sahara Ave., #107  
Las Vegas, NV 89104  
Attorneys for Defendants

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

/s/Joyce L. Martin

\_\_\_\_\_  
An Employee of Black & LoBello



**SUBP**  
RUSTY GRAF, ESQ.  
Nevada Bar No. 6322  
**BLACK & LOBELLO**  
10777 W. Twain Ave., 3<sup>rd</sup> Fl.  
Las Vegas, Nevada 89135  
(702) 869-8801  
(702) 869-2669 (fax)  
rgraf@blacklobello.law  
*Attorney for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOSEPH FOLINO, an individual and  
NICOLE FOLINO, an individual,

CASE NO.: A-18-782494-C

Plaintiff,

DEPT. NO.: XXIV

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYONS DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendants.

**VIDEOTAPED DEPOSITION SUBPOENA IVAN SHER**

**THE STATE OF NEVADA TO: IVAN SHER**

BHHS Nevada Properties/The Ivan Sher Group  
10777 W Twain Ave  
#333  
Las Vegas, NV 89135

**YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the  
following date, time and place pursuant to NRS 50.165 and NRCP 30 and 45, UNLESS, you  
make an agreement with the attorney or party submitting this subpoena:

Date: January 28, 2020

Time: 9:00 a.m.

Place: Black & LoBello, 10777 W. Twain Avenue, Suite 300, Las Vegas, NV, 89135

If you are a public or private corporation, partnership, association, or governmental

1 agency, you are ordered to designate one or more officers, directors, managing agents, or other  
2 persons who consent to testify on your behalf. The persons you designate will be examined, and  
3 are ordered to testify, on the matters set forth below that are known or reasonably available to the  
4 organization. NRCP 30(b)(6).

5 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by  
6 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and  
7 mileage, unless issued on behalf of the State or a State agency. NRCP 45(b).

8 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served  
9 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not  
10 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a  
11 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages  
12 sustained as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS  
13 50.195, 50.205, and 22.100(3).

14 Please see the attached Exhibit "A" for information regarding your rights and  
15 responsibilities relating to this Subpoena.

16  
17 By: 

Rusty Graf, Esq.

Nevada Bar No. 6322

**BLACK & LOBELLO**

10777 W. Twain Ave., 3<sup>rd</sup> Fl.

Las Vegas, Nevada 89135

(702) 869-8801

(702) 869-2669 (fax)

rgraf@blacklobello.law

*Attorney for Plaintiff*

11/2/20  
Date



**EXHIBIT "A"**  
**NEVADA RULES OF CIVIL PROCEDURE**

**Rule 45**

**(c) *Protection of persons subject to subpoena.***

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waive applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) *Duties in responding to subpoena.***

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 2<sup>ND</sup> day of January 2020, I caused the above and foregoing document **VIDEOTAPED DEPOSITION SUBPOENA IVAN SHER** to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and
- ☒ by electronic service through Odyssey, Clark County Eighth Judicial District Court's electronic filing/service system;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile;
- ☐ hand delivered

to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

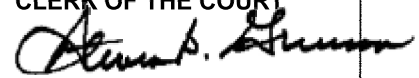
Christopher M. Young, Esq.  
Nevada Bar No. 7961  
Jay T. Hopkins, Esq.  
Nevada Bar No. 3223  
Christopher M. Young, PC  
2640 Professional Court, #200  
Las Vegas, Nevada 89128  
Attorneys for Defendants

Jeffrey L. Galliher, Esq.  
Galliher Legal, P.C.  
Nevada Bar No. 8078  
1850 E. Sahara Ave., #107  
Las Vegas, NV 89104  
Attorneys for Defendants

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

/s/Joyce L. Martin

\_\_\_\_\_  
An Employee of Black & LoBello



**SUBP**  
RUSTY GRAF, ESQ.  
Nevada Bar No. 6322  
**BLACK & LOBELLO**  
10777 W. Twain Ave., 3<sup>rd</sup> Fl.  
Las Vegas, Nevada 89135  
(702) 869-8801  
(702) 869-2669 (fax)  
rgraf@blacklobello.law  
*Attorney for Plaintiffs*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOSEPH FOLINO, an individual and  
NICOLE FOLINO, an individual,

Plaintiff,

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYONS DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

**VIDEOTAPED DEPOSITION SUBPOENA NICOLE WHITFIELD**

**THE STATE OF NEVADA TO: NICOLE WHITFIELD**  
2435 Marlene Way  
Henderson, NV 89014

**YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the  
following date, time and place pursuant to NRS 50.165 and NRCP 30 and 45, UNLESS, you  
make an agreement with the attorney or party submitting this subpoena:

Date: January 29, 2020

Time: 10:00 a.m.

Place: Black & LoBello, 10777 W. Twain Avenue, Suite 300, Las Vegas, NV, 89135

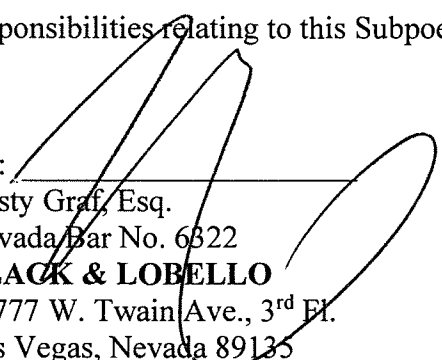
If you are a public or private corporation, partnership, association, or governmental  
agency, you are ordered to designate one or more officers, directors, managing agents, or other

1 persons who consent to testify on your behalf. The persons you designate will be examined, and  
2 are ordered to testify, on the matters set forth below that are known or reasonably available to the  
3 organization. NRCP 30(b)(6).

4 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by  
5 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and  
6 mileage, unless issued on behalf of the State or a State agency. NRCP 45(b).

7 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served  
8 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not  
9 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a  
10 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages  
11 sustained as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS  
12 50.195, 50.205, and 22.100(3).

13 Please see the attached Exhibit "A" for information regarding your rights and  
14 responsibilities relating to this Subpoena.

15  
16 By:   
17 Rusty Graf, Esq.  
18 Nevada Bar No. 6322  
19 **BLACK & LOBELLO**  
10777 W. Twain Ave., 3<sup>rd</sup> Fl.  
Las Vegas, Nevada 89135  
(702) 869-8801  
(702) 869-2669 (fax)  
rgraf@blacklobello.law  
Attorney for Plaintiff

11/2/20  
Date

**EXHIBIT "A"**  
**NEVADA RULES OF CIVIL PROCEDURE**

**Rule 45**

**(c) *Protection of persons subject to subpoena.***

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waive applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) *Duties in responding to subpoena.***

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 2<sup>ND</sup> day of January 2020, I caused the above and foregoing document **VIDEOTAPED DEPOSITION SUBPOENA NICOLE WHITFIELD** to be served as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and
- ☒ by electronic service through Odyssey, Clark County Eighth Judicial District Court's electronic filing/service system;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile;
- ☐ hand delivered

to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

Christopher M. Young, Esq.  
Nevada Bar No. 7961  
Jay T. Hopkins, Esq.  
Nevada Bar No. 3223  
Christopher M. Young, PC  
2640 Professional Court, #200  
Las Vegas, Nevada 89128  
Attorneys for Defendants

Jeffrey L. Galliher, Esq.  
Galliher Legal, P.C.  
Nevada Bar No. 8078  
1850 E. Sahara Ave., #107  
Las Vegas, NV 89104  
Attorneys for Defendants

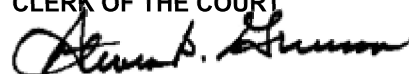
and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

/s/Joyce L. Martin

\_\_\_\_\_  
An Employee of Black & LoBello

**DISTRICT COURT  
CLARK COUNTY, NEVADA  
DECLARATION OF SERVICE**

Electronically Filed  
1/13/2020 4:32 PM  
Steven D. Grierson  
CLERK OF THE COURT



**JOSEPH FOLINO; NICOLE FOLINO**

Case No :A-18-782494-C

Plaintiff/Petitioner,  
vs.  
**TODD SWANSON, et al.,**  
Defendant/Respondent,

STATE OF NEVADA  
COUNTY OF CLARK ss.:

**NOTICE OF RESCHEDULED VIDEOTAPED DEPOSITION SUBPOENA FOR (1) TODD SWANSON, (2) TODD SWANSON AS PMK FOR SHIRAZ TRUST AND (3) TODD SWANSON AS PMK FOR LYONS DEVELOPMENT LLC** Received by NOW! Services, Inc. on 01/09/2020 with instructions to serve **JEFFREY L. GALLIHER, ESQ., GALLIHER LEGAL, P.C.** at 1850 E. Sahara Ave. #107, Las Vegas, NV89104.

I, **Mike Nettles**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

I am authorized to serve this process in the circuit/county it was served in.

On 01/09/2020 at 3:40 PM, I served the within **NOTICE OF RESCHEDULED VIDEOTAPED DEPOSITION SUBPOENA FOR (1) TODD SWANSON, (2) TODD SWANSON AS PMK FOR SHIRAZ TRUST AND (3) TODD SWANSON AS PMK FOR LYONS DEVELOPMENT LLC** on **JEFFREY L. GALLIHER, ESQ., GALLIHER LEGAL, P.C.** at 1850 E. Sahara Ave. #107, Las Vegas, NV89104 in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Deyna Soltero, Authorized Employee** authorized to accept service on behalf of **JEFFREY L. GALLIHER, ESQ., GALLIHER LEGAL, P.C.**, a person of suitable age and discretion. Said premises is **JEFFREY L. GALLIHER, ESQ., GALLIHER LEGAL, P.C.**'s usual place of business within the state.

A description of the Recipient, or other person served on behalf of the Recipient is as follows:

| Sex             | Color of skin/race | Color of hair | Age  | Height | Weight |
|-----------------|--------------------|---------------|------|--------|--------|
| Female          | Hispanic           | Brown         | 30's | 5'05   | 150    |
| Other Features: |                    |               |      |        |        |

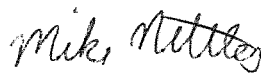
I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 10 of January, 2020.

No Notary is required per NRS 53.045.



\*34349\*

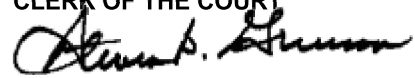
X 

Mike Nettles  
License#: 1361  
NOW! Services, Inc.  
3210 W. Charleston Blvd., Ste. 3  
Las Vegas, NV89102  
(702) 669-7378  
Atty File#:

JA000811

**DISTRICT COURT  
CLARK COUNTY, NEVADA  
DECLARATION OF SERVICE**

Electronically Filed  
1/13/2020 4:32 PM  
Steven D. Grierson  
CLERK OF THE COURT



**JOSEPH FOLINO; NICOLE FOLINO**

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

**TODD SWANSON, et al.,**

Defendant/Respondent,

STATE OF NEVADA  
COUNTY OF CLARK

ss.:

**NOTICE OF RESCHEDULED VIDEOTAPED DEPOSITION SUBPOENA FOR (1) TODD SWANSON, (2) TODD SWANSON AS PMK FOR SHIRAZ TRUST AND (3) TODD SWANSON AS PMK FOR LYONS DEVELOPMENT LLC** Received by NOW! Services, Inc. on 01/09/2020 with instructions to serve **CHRISTOPHER M. YOUNG, ESQ., JAY T. HOPKINS, ESQ., CHRISTOPHER M. YOUNG, PC** at **2460 Professional Court, #200, Las Vegas, NV89128.**

I, **Andrew Valentine**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

On 01/09/2020 at 1:45 PM, I served the within **NOTICE OF RESCHEDULED VIDEOTAPED DEPOSITION SUBPOENA FOR (1) TODD SWANSON, (2) TODD SWANSON AS PMK FOR SHIRAZ TRUST AND (3) TODD SWANSON AS PMK FOR LYONS DEVELOPMENT LLC** on **CHRISTOPHER M. YOUNG, ESQ., JAY T. HOPKINS, ESQ., CHRISTOPHER M. YOUNG, PC** at **2460 Professional Court, #200, Las Vegas, NV89128** in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Jane Doe, Authorized Employee** authorized to accept service on behalf of **CHRISTOPHER M. YOUNG, ESQ., JAY T. HOPKINS, ESQ., CHRISTOPHER M. YOUNG, PC**, a person of suitable age and discretion. Said premises is **CHRISTOPHER M. YOUNG, ESQ., JAY T. HOPKINS, ESQ., CHRISTOPHER M. YOUNG, PC's** usual place of business within the state.

A description of the Recipient, or other person served on behalf of the Recipient is as follows:

| Sex             | Color of skin/race | Color of hair | Age  | Height | Weight |
|-----------------|--------------------|---------------|------|--------|--------|
| Female          | Caucasian          | Blonde        | 70's | 5'07   | 120    |
| Other Features: |                    |               |      |        |        |

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

Executed this 9 of Jan, 2020.

No Notary is required per NRS 53.045.

X 

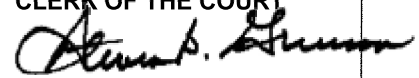
Andrew Valentine  
License#: NVPILB#1361  
NOW! Services, Inc.  
3210 W. Charleston Blvd., Ste. 3  
Las Vegas, NV89102  
(702) 669-7378  
Atty File#:



\*34348\*

JA000812





**EWCD**

Rusty Graf, Esq.

Nevada Bar No. 6322

Shannon M. Wilson, Esq.

Nevada Bar No. 13988

**BLACK & LOBELLO**

10777 West Twain Avenue, 3<sup>rd</sup> Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

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*Attorneys for Plaintiff*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOSEPH FOLINO, an individual and NICOLE  
FOLINO, an individual,

Plaintiff,

v.

TODD SWANSON, an individual; TODD  
SWANSON, Trustee of the SHIRAZ TRUST;  
SHIRAZ TRUST, a Trust of unknown origin;  
LYONS DEVELOPMENT, LLC, a Nevada  
limited liability company; DOES I through X;  
and ROES I through X,

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

**PLAINTIFFS' SECOND  
SUPPLEMENTAL LIST OF WITNESSES  
AND PRODUCTION OF DOCUMENTS  
PURSUANT TO NRCP 16.1**

COMES NOW, Plaintiffs JOSEPH FOLINO and NICOLE FOLINO, by and through  
Rusty Graf, Esq. and Shannon M. Wilson, Esq., of Black & LoBello, their attorneys of record,  
hereby submit the Plaintiffs' Second Supplemental List of Witnesses and Production of  
Documents pursuant to N.R.C.P. 16.1.

These disclosures are based on information reasonably available to Plaintiffs as of this  
date, recognizing that the investigation continues, and that discovery has just begun. Plaintiffs  
reserve the right to supplement or modify this initial disclosure statement at any time as  
additional information becomes available during the course of discovery.

1 In making these disclosures, Plaintiffs do not purport to identify every individual,  
2 document, data compilation, or tangible thing possibly relevant to this lawsuit. Rather,  
3 Plaintiffs' disclosure represents a good faith effort to identify discoverable information they  
4 currently and reasonably believe may be used to support their claims and defenses as required  
5 by NRCP 16.1.

6 Plaintiffs make these disclosures without waiving their right to object to the production  
7 of any document, data compilations, or tangible thing disclosed on the basis of any privilege,  
8 work product, relevancy, undue burden, or other valid objection. These disclosures do not  
9 include information that may be used solely for impeachment purposes. While making these  
10 disclosures, Plaintiffs reserve among other rights, (1) the right to object on the grounds of  
11 competency, privilege, work product, relevancy and materiality, admissibility, hearsay, or any  
12 other proper grounds to the use of any disclosed information, for any purpose in whole or in part  
13 in this action or any other action, and (2) the right to object on any and all grounds, at any time,  
14 to any discovery request or motion relating to the subject matter of this disclosure.

15 The following disclosures are made subject to the above objections and qualifications:

16 **I. LIST OF WITNESSES**

- 17 1. Todd Swanson  
18 c/o Christopher M. Young, PC.  
19 2460 Professional Court, #200  
20 Las Vegas, Nevada 89128  
21 Tel: (702) 240-2499  
22 Fax: (702) 240-2489

23 This witness is expected to have information regarding the facts and circumstances at  
24 issue in this action and any damages sustained therein.

- 25 2. Joseph Folino  
26 c/o Black & LoBello  
27 10777 W Twain Ave, #300  
28 Las Vegas, Nevada 89135  
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at  
issue in this action and any damages sustained therein.

3. Nicole Folino  
c/o Black & LoBello  
10777 W Twain Ave, #300  
Las Vegas, Nevada 89135  
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

4. Person Most Knowledgeable for Rakeman Plumbing, Inc.  
4075 Losee Rd  
North Las Vegas, NV 89030  
(702) 642-8553

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

5. Aaron Hawley  
c/o Rakeman Plumbing, Inc.  
4075 Losee Rd  
North Las Vegas, NV 89030  
(702) 642-8553

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

6. William Gerber  
c/o Rakeman Plumbing, Inc.  
4075 Losee Rd  
North Las Vegas, NV 89030  
(702) 642-8553

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

7. Person Most Knowledgeable for Repipe Specialists of Nevada, Inc.  
c/o Contractors License Information Service-LV  
4175 S Riley St., Ste 200  
Las Vegas, NV 89147

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

8. Person Most Knowledgeable for Uponor Inc.  
5925 148th Street West  
Apple Valley, MN 55124

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

9. Kelly Contenta  
c/o The Ivan Sher Group  
10777 W Twain Ave, #333  
Las Vegas, Nevada 89135  
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

10. Ivan Sher  
c/o The Ivan Sher Group  
10777 W Twain Ave, #333  
Las Vegas, Nevada 89135  
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

11. Person Most Knowledgeable for The Ivan Sher Group.  
10777 W Twain Ave, #333  
Las Vegas, Nevada 89135  
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

12. Ashley Oakes-Lazosky  
c/o Las Vegas Homes and Fine Estates, LLC.  
9691 Trailwood Dr., Ste 10&  
Las Vegas, Nevada 89134  
(702) 874-8555

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

13. John Lazosky

c/o Las Vegas Homes and Fine Estates, LLC.  
9691 Trailwood Dr., Ste 10&  
Las Vegas, Nevada 89134  
(702) 874-8555

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

14. Person Most Knowledgeable for Las Vegas Homes and Fine Estates, LLC.  
9691 Trailwood Dr., Ste 10&  
Las Vegas, Nevada 89134  
(702) 874-8555

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

15. Person Most Knowledgeable for Lyons Development, LLC.  
c/o Christopher M. Young, PC.  
2460 Professional Court, #200  
Las Vegas, Nevada 89128  
Tel: (702) 240-2499  
Fax: (702) 240-2489

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

16. Person Most Knowledgeable for The Shiraz Trust.  
c/o Christopher M. Young, PC.  
2460 Professional Court, #200  
Las Vegas, Nevada 89128  
Tel: (702) 240-2499  
Fax: (702) 240-2489

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

17. Craig Jiu  
(702) 214-5990  
[craig@valpro-group.com](mailto:craig@valpro-group.com)

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

18. Person Most Knowledgeable for The Summerlin Association  
2115 Festival Plaza Drive, Suite 220  
Las Vegas, NV 89135  
(702) 791-4600

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

Plaintiffs herein reserve their right to supplement this witness list as allowed by the applicable Discovery Scheduling Order and/or applicable provisions of the Nevada Rules of Civil Procedure as the identity of additional witnesses becomes known during the course of discovery. Plaintiffs incorporate by reference all documents produced by any other parties in this action.

## **II. LIST OF DOCUMENTS**

Pursuant to NRCP 16.1(a)(1)(B), Plaintiffs hereby produce the following documents:

| <b><i>No.</i></b> | <b><i>Document</i></b>   | <b><i>Bates Numbers</i></b> |
|-------------------|--|-----------------------------|
| 1.                | Residential Purchase Agreement                                       | PLT000001 - PLT000010       |
| 2.                | Counter Offer No. 1  | PLT000011                   |
| 3.                | Counter Offer No. 2  | PLT000012                   |
| 4.                | Seller's Real Property Disclosure Form                               | PLT000013 - PLT000017       |
| 5.                | The Uniform Building Inspection Report Condensed                     | PLT000018 - PLT000027       |
| 6.                | Request for Repair No. 1   | PLT000028 - PLT000029       |
| 7.                | Grant, Bargain, Sale Deed  | PLT000030 - PLT000033       |
| 8.                | Rakeman Plumbing Invoice   | PLT000034 - PLT000035       |
| 9.                | Rakeman Plumbing Letter with enclosure of payment record             | PLT000036 - PLT000037       |
| 10.               | E-correspondence from Uponor informing past water losses             | PLT000038 - PLT000046       |
| 11.               | Uponor Warranty  | PLT000047 - PLT000048       |
| 12.               | E-correspondence regarding water loss that occurred in February 2017 | PLT000049 - PLT000053       |
| 13.               | Rakeman Production – Email from Whitfield to Hawley                  | PLT000054 – PLT000055       |

|     |  |                              |
|-----|--|------------------------------|
| 14. | Rakeman Production – Letter to Swanson from Hawley                           | PLT000056                    |
| 15. | Rakeman Production – Work Order 2018.01.05 – Invoice 237000                  | PLT000057 – PLT000058        |
| 16. | Rakeman Production – Invoice No. 236828                                      | PLT000059 – PLT000060        |
| 17. | Rakeman Production – Invoice No. 236151                                      | PLT000061 – PLT000062        |
| 18. | Rakeman Production – Invoice No. 232809                                      | PLT000063 – PLT000064        |
| 19. | <b>Americana LLC dba Berkshire Hathaway HomeServices – Nevada Properties</b> | <b>PLT000065 – PLT000156</b> |

Plaintiffs incorporate by reference all documents produced by any other parties in this action. Plaintiffs reserve the right to amend/supplement this List of Documents throughout the discovery process as additional information becomes available, to designate as an exhibit any documents or other tangible evidence identified by any party and/or identified in any exhibits by any party to this action, and to submit any documents or other tangible evidence for the purpose of rebuttal and/or impeachment.

In addition, neither inclusion of any documents or tangible items within this disclosure nor acceptance of documents provided by any other party hereto in a disclosure shall be deemed as a waiver by Plaintiffs of any evidentiary rights Plaintiffs may have with respect to those documents and/or tangible items, including, but not limited to, objection related to authenticity, materiality, relevance, foundation, hearsay, or any other rights as may be permitted pursuant to the Nevada Rules of Evidence.

### **III. PLAINTIFFS' COMPUTATION OF DAMAGES**

Plaintiffs hereby offer the following computation of damages pursuant to NRCP 16.1 (a)(1)(c). This list is not all-inclusive, as discovery is continuing, and Plaintiffs, therefore, reserve the right to supplement as additional information becomes available.

|    |               |                            |
|----|---------------|----------------------------|
| 1. | Fraud Damages | Approximately \$300,000.00 |
|----|---------------|----------------------------|

|    |                            |                  |
|----|----------------------------|------------------|
| 2. | Breach of Contract Damages | To be determined |
| 3. | Bad Faith Damages          | \$100,000.00     |

Plaintiffs reserve the right to seek other damages including, but not limited to, general and exemplary damages, in an amount to be proven at trial.

#### **IV. DEMONSTRATIVE EXHIBITS**

Plaintiffs may offer at trial, certain Exhibits for demonstrative purposes including, but not limited to, the following:

1. Demonstrative and actual photographs and videos;
2. Diagrams, drawings, pictures, photos, film, models, video, DVD and CD ROM.
3. Timeline of Company events;
4. Photographs and videos of Plaintiffs' witnesses;
5. Storyboards and computer digitized power point images;
6. Blow-ups/transparencies/digitized images of photographs and other exhibits;

#### **V. GENERAL OBJECTIONS**

1. General Objections Applicable to All Witnesses Disclosed by Defendants.

Plaintiffs object to any witness identified by Defendants which should be excluded on the basis that the witnesses are not relevant, or unfairly prejudicial, or not identified with particularity, or lack foundation, or would potentially violate the collateral source rule, or violate a stipulation of the parties and/or Orders of this Court. Additionally, Plaintiffs reserve the right to object to any witness identified by any party in the instant matter. Furthermore, Plaintiffs reserve the right to object or exclude any witness testimony, of any basis, at the time of trial.

2. General Objections Applicable to all Documents Disclosed by Defendants.

Plaintiffs object to any documents that Defendants intend to use as exhibits at the trial of



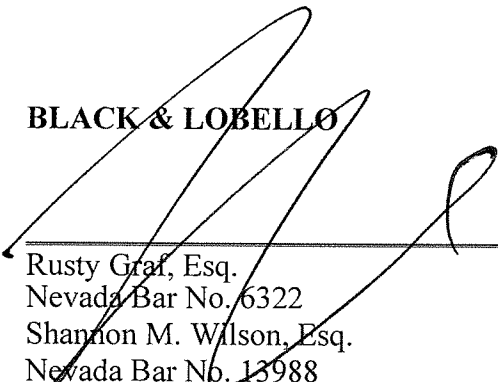
1 this matter, if any information violates the collateral source rule, hearsay rule, lacks foundation,  
2 is not relevant or which relevancy is outweighed by its prejudicial effect, or contains  
3 information that was/will be excluded by the Court or by stipulation of the parties. Plaintiffs  
4 also object to these documents inasmuch as they have not been properly redacted according to  
5 the laws of the privacy, and the previous stated objections.  
6

7 By disclosing witnesses and/or documents, Plaintiffs do not waive the right to challenge  
8 and/or exclude any such witness or document or portions thereof on any basis.

9 Plaintiffs reserve the right to object to any document identified by any party in the instant  
10 matter. Plaintiffs further reserve the right to use any and all of any other parties' exhibits at the  
11 time of trial of this matter.

12 DATED this 14<sup>th</sup> day of January 2020.

**BLACK & LOBELLO**

  
\_\_\_\_\_  
Rusty Graf, Esq.  
Nevada Bar No. 6322  
Shannon M. Wilson, Esq.  
Nevada Bar No. 13988  
10777 W. Twain Ave., Suite 300  
Las Vegas, NV 89135  
[rgraf@blacklobello.law](mailto:rgraf@blacklobello.law)  
[swilson@blacklobello.law](mailto:swilson@blacklobello.law)  
*Attorneys for Plaintiff*

**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 14<sup>th</sup> day of January 2020, I caused the above and foregoing document **PLAINTIFFS' SECOND SUPPLEMENTAL LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS PURSUANT TO NRCP 16.1** to be served as follows:

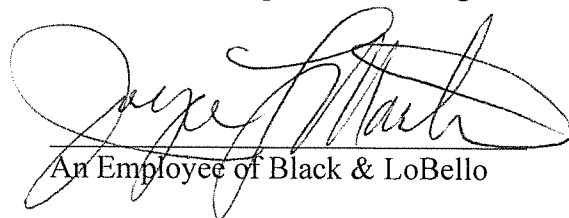
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and
- ☒ by electronic service through Odyssey, Clark County Eighth Judicial District Court's electronic filing/service system;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile;
- ☐ hand delivered

to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

Christopher M. Young, Esq.  
Nevada Bar No. 7961  
Jay T. Hopkins, Esq.  
Nevada Bar No. 3223  
Christopher M. Young, PC  
2640 Professional Court, #200  
Las Vegas, Nevada 89128

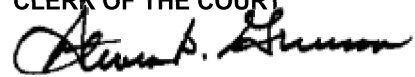
Jeffrey L. Galliher, Esq.  
Galliher Legal, P.C.  
Nevada Bar No. 8078  
1850 E. Sahara Ave., #107  
Las Vegas, NV 89104  
Attorneys for Defendants

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

  
An Employee of Black & LoBello

**DISTRICT COURT  
CLARK COUNTY, NEVADA  
DECLARATION OF SERVICE**

Electronically Filed  
1/14/2020 12:13 PM  
Steven D. Grierson  
CLERK OF THE COURT



**JOSEPH FOLINO; NICOLE FOLINO**

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

**TODD SWANSON, et al.,**

Defendant/Respondent,

STATE OF NEVADA  
COUNTY OF CLARK ss.:

**SUBPOENA DUCES TECUM; EXHIBITS** Received by NOW! Services, Inc. on 01/10/2020 with instructions to serve **ABSOLUTE CLOSETS & CABINETRY** at **6754 Spencer St., Las Vegas, NV89119**.

I, **Eddie Guzman**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

I am authorized to serve this process in the circuit/county it was served in.

On **01/10/2020** at **3:50 PM**, I served the within **SUBPOENA DUCES TECUM; EXHIBITS** on **ABSOLUTE CLOSETS & CABINETRY** at **6754 Spencer St., Las Vegas, NV89119** in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Stephanie Napoleani, Authorized Employee** authorized to accept service on behalf of **ABSOLUTE CLOSETS & CABINETRY**, a person of suitable age and discretion. Said premises is **ABSOLUTE CLOSETS & CABINETRY**'s usual place of business within the state.

A description of the Recipient, or other person served on behalf of the Recipient is as follows:

| Sex             | Color of skin/race | Color of hair | Age  | Height  | Weight  |
|-----------------|--------------------|---------------|------|---------|---------|
| Female          | Hispanic           | Brown         | 30's | Sitting | Sitting |
| Other Features: |                    |               |      |         |         |

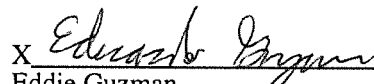
I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 10<sup>th</sup> of Jan, 2020.

No Notary is required per NRS 53.045.



\*34489\*

X   
Eddie Guzman  
License#: NVPIB#1361  
NOW! Services, Inc.  
3210 W. Charleston Blvd., Ste. 3  
Las Vegas, NV89102  
(702) 669-7378  
Atty File#:

JA000823