

IN THE SUPREME COURT STATE OF NEVADA

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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	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. 81831	

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

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

VOLUMES

No.	Date of Item	Description	Vol.	Bates Nos.
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VOLUME I

1.	08/05/2006	Appellant's Appendix from Nelson v. Heers Appeal No. 45571 (Part 1)	I	JA000001 JA000200
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VOLUME II

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

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

VOLUME III

14.	02/13/2019	[Proposed] First Amended Complaint (Part 2)	III	JA000408 JA000446
15.	03/26/2019	Notice of Re-Hearing re: Defendant’s Motion to Dismiss and/or Motion for More Definite Statement and Plaintiff’s Countermotion to Amend the Complaint	III	JA000447 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 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 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 JA000465
19.	05/20/2019	Defendant's Motion to Dismiss Plaintiff's First Amended Complaint	III	JA000466 JA000486
20.	05/21/2019	Clerk's Notice of Hearing re: Defendant's Motion to Dismiss Plaintiff's First Amended Complaint	III	JA000487 JA000488
21.	06/05/2019	Plaintiffs' Opposition to Defendants' Motion to Dismiss Plaintiffs' First Amended Complaint	III	JA000489 JA000501
22.	07/03/2019	Defendants' Reply to Plaintiffs' Opposition to Defendants' Motion to Dismiss Plaintiffs' First Amended Complaint	III	JA000502 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 JA000511
25.	08/14/2019	Order - Defendants' Motion to Dismiss the Plaintiff's First Amended Complaint	III	JA000512 JA000525
26.	9/03/2019	Plaintiff's Second Amended Complaint	III	JA000526 JA000595
27.	09/24/2019	Defendant's Motion to Dismiss Plaintiff's Second Amended Complaint	III	JA000596 JA000621
28.	09/25/2019	Clerk's Notice of Hearing re: Defendant's Motion to Dismiss Plaintiff's Second Amended Complaint	III	JA000622 JA000623

VOLUME IV

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

32.	11/20/2019	Plaintiffs' Initial List of Witnesses and Production of Documents Pursuant to NRCP 16.1	IV	JA000662 JA000724
33.	11/26/2019	Notice of Association of Counsel	IV	JA000725 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 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 JA000749
45.	12/30/2019	Plaintiffs' First Supplemental Lists of Witnesses and Production of Documents Pursuant to NRCP 16.1	IV	JA000750 JA000759

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

VOLUME V

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

VOLUME VI

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

VOLUME VII

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

VOLUME VIII

61.	01/14/2020	Misc Filing Kirby C. Gruchow Jr. (Part 6)	VIII	JA001424 JA001524
62.	01/14/2020	Plaintiffs' Third Supplemental List of Witnesses and Production of Documents Pursuant to NRCP 16.1	VIII	JA001525 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 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 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 JA001565
73.	02/04/2020	Notice of Continuance of (Zoom Conferencing) Deposition of Swanson	VIII	JA001566 JA001570
74.	02/05/2020	Plaintiffs’ Sixth Supplemental Lists of Witnesses and Production of Documents Pursuant to NRCP 16.1	VIII	JA001571 JA001582
75.	02/07/2020	Stipulation and Order for Sixty (60) Day Continuing Production of Plaintiffs’ Brief and Hearing Date	VIII	JA001583 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 JA001594
77.	02/13/2020	Plaintiffs’ Supplemental List of Witnesses and Production of Documents	VIII	JA001595 JA001610
78.	02/13/2020	Plaintiffs’ Supplemental Brief to Opposition to Defendants’ Motion to Dismiss Plaintiffs’ Second Amended Complaint	VIII	JA001611 JA001634

VOLUME IX

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

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

85.	04/22/2020	Defendants' Verified Memorandum of Costs and Disbursements	X	JA001947 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 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 JA002064

VOLUME XI

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

96.	06/03/2020	Defendants' Reply in Support of Motion for Attorney's Fees	XI	JA002269 JA002288
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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 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 JA002298
99.	06/18/2020	Errata to Case Appeal Statement	XII	JA002299 JA002310
100.	06/25/2020	Transcript of Hearing Defendants' Motion for Fees and Costs and Plaintiffs' Motion to Retax Costs	XII	JA002311 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 JA002343
102.	08/21/2020	Notice of Name Change of Law Firm	XII	JA002344 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 JA002368

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

VOLUME XIII

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

VOLUME XIV

113.	01/24/2019	Swanson Deposition Transcript 1/24/2020 (Part 2) w/Exhibit "1"	XIV	JA002582 JA002776
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VOLUME XV

114.	01/24/2019	Swanson Deposition Transcript 1/24/2020 Exhibits 2 – 14	XV	JA002777 JA002977
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VOLUME XVI

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

VOLUME XVII

117.	01/31/2020	Aaron Hawley Deposition Transcript 1/31/2020	XVI	JA003195 JA003296
118.	01/31/2020	William Gerber Deposition Transcript 1/31/2020	XVI	JA003297 JA003386

VOLUME XVIII

119.	02/03/2020	Ivan Sher Deposition Transcript 2/3/20	XVIII	JA003387 JA003539
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VOLUME XIX

120.	02/03/2020	Kelly Contenta Deposition Transcript 2/3/2020	XIX	JA003540 JA003583
121.	02/06/2020	Todd Swanson Deposition Transcript Volume II 2/6/20	XIX	JA003584 JA003701
122.	01/13/2021	Hearing Transcript of March 3, 2020 of Defendant's Motion to Dismiss Plaintiff's Second Amended Complaint	XIX	JA003702 JA003724
123.	01/13/2021	Hearing Transcript of April 7, 2020 of Defendants' Motion to Dismiss Plaintiff's Second Amended Complaint	XIX	JA003725 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 JA003757
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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 9th, 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

/s/ Rusty Graf

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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

EXHIBIT NO. 2
1-24-20
Swanson
Heidi Konsten, CCR 845

DEFENDANT TODD SWANSON'S RESPONSES
TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

TO: JOSEPH FOLINO, and NICOLE FOLINO, Plaintiff, and

TO: RUSTY GRAF, ESQ., their Attorney.

Defendant TODD SWANSON by and through its attorneys CHRISTOPHER M.
YOUNG, ESQ., of the law firm of CHRISTOPHER M. YOUNG, PC, and JEFFREY L.

1 GALLIHER, ESQ. of GALLIHER LEGAL PC,

2 hereby responds to Plaintiff's First Request for Production of Documents, pursuant to
3 N.R.C.P. 34, as follows:

4 **REQUEST NO. 1:**

5 Please produce all documentation or communications referring, regarding, or related in
6 any manner to the Property and the subject matter of the instant litigation from January 1, 2015
7 to present.

8 **RESPONSE NO. 1:**

9 Objection, this request is overly broad. Without waiving said objection please see
10 Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached
11 hereto as Exhibit A. See bates numbers SWANSON000001-000136.

12 **REQUEST NO. 2:**

13 Please produce all documentation or communications referring, regarding, or related in
14 any manner to water leaks, water loss, and/or drywall damage occurring at the Property from
15 January 1, 2015 to present.

16 **RESPONSE NO. 2:**

17 Objection, this request is overly broad. Without waiving said objection please see
18 Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached
19 hereto as Exhibit A. See bates numbers SWANSON000137-000197.

20 **REQUEST NO. 3:**

21 Please produce all bills, work orders, proposals, receipts, communications, and/or any
22 other documentation referring, regarding, or related to Rakeman Plumbing from January 1, 2015
23 to present.

24 **RESPONSE NO. 3:**

25 Objection, this request is overly broad. Without waiving said objection please see
26 Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached
27 hereto as Exhibit A. See bates numbers SWANSON000148-000151, 000156-000172, 000180-
28 000182, 000185, 000189-000194, and 000198-000210.

REQUEST NO. 4:

Please produce all documentation or communication referring, regarding, or related in any manner to any construction, repairs, and/or remodeling conducted by you or any contractor at the Property from January 1, 2015 to present.

RESPONSE NO. 4:

Objection, this request is overly broad. Without waiving said objection please see Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached hereto as Exhibit A. See bates numbers SWANSON000211-000284.

REQUEST NO. 5:

Please produce all documentation or communications referring, regarding, or related in any manner to a class action lawsuit against the company Uponor from January 1, 2015 to present.

RESPONSE NO. 5:

Defendant is not in possession of any documents responsive to this request.

REQUEST NO. 6:

Please produce all documentation or communication referring, regarding, or related in any manner to company Uponor from January 1, 2015 to present.

RESPONSE NO. 6:

Objection, this request is overly broad. Without waiving said objection please see Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached hereto as Exhibit A. See bates numbers SWANSON000148-000151 and 000285.

REQUEST NO. 7:

Please produce all communication with Ashley Lazosky or referring , regarding or related in any manner to Ashley Lazosky from January 1, 2017 to present.

RESPONSE NO. 7:

Objection, this request is overly broad. Without waiving said objection please see Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached hereto as Exhibit A. See bates numbers SWANSON000173-000178 and 000286.

1 **REQUEST NO. 8:**

2 Please produce all communications with Ivan Sher and/or agents and employees of Ivan
3 Sher, including any documentation referring, regarding, or related in any manner to Ivan Sher,
4 and any contracts formed with Ivan Sher from January 1, 2017 to present.

5 **RESPONSE NO. 8:**

6 Objection, this request is overly broad. Without waiving said objection please see
7 Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached
8 hereto as Exhibit A. See bates numbers SWANSON000000152-000153, 000182, 000201-
9 000202, 000244, 000248-000251, 000285, and 000287-000434.

10 **REQUEST NO. 9:**

11 Please produce all contracts, bills, work orders, proposals, receipts, communications,
12 and/or any other documentation referring, regarding or related to Repipe Specialists from
13 January 1, 2015 to present.

14 **RESPONSE NO. 9:**

15 Defendant is not in possession of any documents responsive to this request.

16 **REQUEST NO. 10:**

17 Please produce all communications with Aaron Hawley, including any documentation
18 referring, regarding, or related in any manner to Aaron Hawley and the work performed by
19 Rakeman Plumbing from January 1, 2015 to present.

20 **RESPONSE NO. 10:**

21 Objection, this request is overly broad. Without waiving said objection please see
22 Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached
23 hereto as Exhibit A. See bates numbers SWANSON000148-000151, 000156-000172, 000180-
24 000182, 000185, 000189-000194, and 000198-000210.

25 **REQUEST NO. 11:**

26 Please produce all communications with William Gerber, including any documentation
27 referring, regarding, or related in any manner to William Gerber and the work performed by
28 Rakeman Plumbing from January 1, 2015.

1 **RESPONSE NO. 11:**

2 Defendant is not in possession of any documents responsive to this request.

3 **REQUEST NO. 12:**

4 Please produce all communications with the Summerlin Association and/or agents and
5 employees of the Summerlin Association, including any documentation referring, regarding, or
6 related in any manner to water leaks or the subject matter or the instant litigation from January 1,
7 2015 to present.

8 **RESPONSE NO. 12:**

9 Objection, this request is overly broad. Without waiving said objection please see
10 Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached
11 hereto as Exhibit A. See bates number SWANSON000435.

12 **REQUEST NO. 13:**

13 Please produce documentation and communication referring, regarding, or related in any
14 manner to health issues, suffered by you or a member of your family, related to exposure to mold
15 from January 1, 2000 to present.

16 **RESPONSE NO. 13:**

17 Objection. This request seeks protected health information of Defendant as well as
18 non-parties which is not reasonably calculated to lead to the discovery of admissible evidence.

19 **REQUEST NO. 14:**

20 Please produce all communications with Frontsteps and/or agents and employees of
21 Frontsteps, including any documentation referring, regarding, or related in any manner to the
22 Property or the subject matter of the instant litigation from January 1, 2015 to present.

23 **RESPONSE NO. 14:**

24 Defendant is not in possession of any documents responsive to this request.

25 **REQUEST NO. 15:**

26 Please produce all documentation evidencing the repair of any water leak, water damage,
27 or drywall damage at the Property from January 2015 to present.

28 **RESPONSE NO. 15:**

1 Objection, this request is overly broad. Without waiving said objection please see
2 Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached
3 hereto as Exhibit A.

4 **REQUEST NO. 16:**

5 Please produce all documentation evidencing the ownership of the Property by Todd
6 Swanson, Lyons Development, and/or the Shiraz Trust prior to the sale of the Property to Joseph
7 and Nicole Folino.

8 **RESPONSE NO. 16:**

9 Objection, this request is overly broad. Without waiving said objection please see
10 Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached
11 hereto as Exhibit A. See bates numbers SWANSON000436-000484.

12 **REQUEST NO. 17:**

13 Please produce all documentation and information which support your contention that
14 Rakeman Plumbing had completely and properly repaired the water leak at the Property.

15 **RESPONSE NO. 17:**

16 Objection, this request is overly broad. Without waiving said objection please see
17 Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached
18 hereto as Exhibit A. See bates numbers SWANSON000137-000197, SWANSON000148-
19 000151, 000156-000172, 000180-000182, 000185, 000189-000194, and 000198-000210 and
20 SWANSON000148-000151, 000156-000172, 000180-000182, 000185, 000189-000194, and
21 000198-000210.

22 **REQUEST NO. 18:**

23 Please produce all documents, communications, and information evidencing efforts made
24 by you, your agents, and/or any other individuals or businesses to ensure that the water leak on
25 the Property had been completely and properly repaired by Rakeman Plumbing.

26 **RESPONSE NO. 18:**

27 Objection, this request is overly broad. Without waiving said objection please see
28 Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached

1 hereto as Exhibit A. See bates numbers SWANSON000137-000197, SWANSON000148-
2 000151, 000156-000172, 000180-000182, 000185, 000189-000194, and 000198-000210 and
3 SWANSON000148-000151, 000156-000172, 000180-000182, 000185, 000189-000194, and
4 000198-000210 and SWANSON000173-000178 and 000286..

5 **REQUEST NO. 19:**

6 Please produce copies of all documents reflecting monies paid, loaned, or otherwise
7 delivered by you to any persons or entities for any work done at the Property from January 1,
8 2015 to present.

9 **RESPONSE NO. 19:**

10 Objection, this request is overly broad, unduly burdensome and unlikely to lead to the
11 discovery of admissible evidence. Without waiving said objection please see Defendants' Initial
12 Disclosure of Documents pursuant to NRCP 16.1 and the documents attached hereto as Exhibit
13 A.

14 **REQUEST NO. 20:**

15 Please produce all documents, communications, and information evidencing efforts to
16 prevent water leaks from occurring at the Property from January 1, 2015 to present.

17 **RESPONSE NO. 20:**

18 Objection, this request is overly broad. Without waiving said objection please see
19 Defendants' Initial Disclosure of Documents pursuant to NRCP 16.1 and the documents attached
20 hereto as Exhibit A. See bates numbers SWANSON000137-000197, SWANSON000148-
21 000151, 000156-000172, 000180-000182, 000185, 000189-000194, and 000198-000210 and
22 SWANSON000148-000151, 000156-000172, 000180-000182, 000185, 000189-000194, and
23 000198-000210.

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DATED this 10th day of January 2020.

CHRISTOPHER M. YOUNG, PC

/s/ JEFFREY L. GALLIHER

CHRISTOPHER M. YOUNG, ESQ.
Nevada Bar No. 7961
2460 Professional Court, #200
Las Vegas, Nevada 89128
Tel: (702) 240-2499
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cyoung@cotomlaw.com

Jeffrey L. Galliher, Esq.
Nevada Bar No. 8078
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Las Vegas, Nevada 89104
Telephone: (702) 735-0049
Facsimile: (702) 735-0204
jgalliher@galliherlawfirm.com

Attorneys for Todd Swanson, et al.

1 **CERTIFICATE OF E-SERVICE**

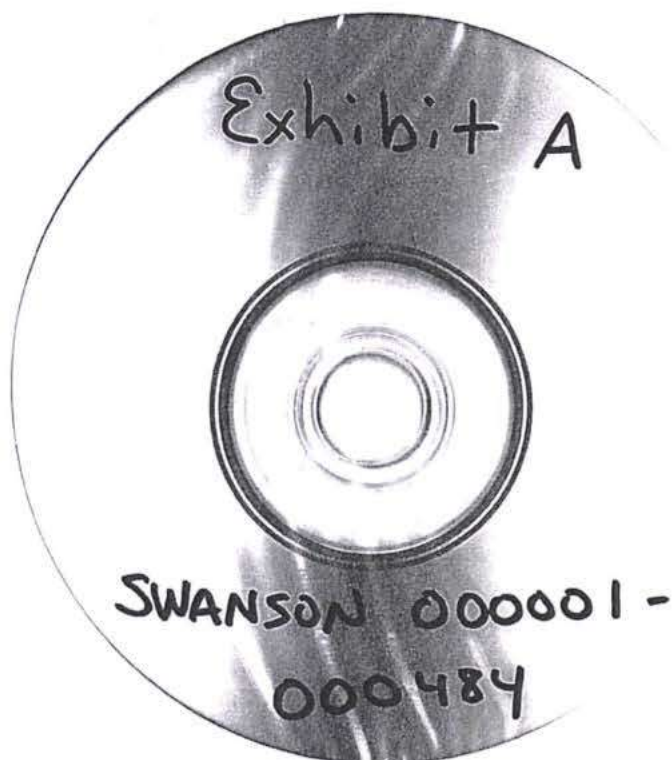
2 Pursuant to Nevada Rules of Civil Procedure 5(b), Administrative Order 14-2, and
3 N.E.F.C.R. 9, I hereby certify that on the 10th day of January 2020, service of the foregoing
4 **DEFENDANT TODD SWANSON'S RESPONSES TO PLAINTIFF'S FIRST SET OF**
5 **REQUESTS FOR PRODUCTION OF DOCUMENTS** was electronically served on counsel
6 through the Court's electronic service system as follows:

7 Tisha Black, Esq.
8 Rusty Graf, Esq.
9 Black & Lobello
10 10777 West Twain Avenue, 3rd Floor
11 Las Vegas, Nevada 89135
12 Tel: (702) 869-8801
13 Fax: (702) 869-2669
14 tblack@blacklobello.law
15 Attorney for Plaintiff

16 /s/ Deena Mooney
17 An Employee of
18 GALLIHER LAW FIRM

19
20
21
22 H:\Open Case Files\0816.502\DISCOVERY\RESP to RFPD - Swanson

EXHIBIT A



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	☐	☒	☐	Shower(s)	☐	☒	☐
Plumbing	☐	☒	☐	Sink(s)	☐	☒	☐
Sewer System & line	☐	☒	☐	Sauna / hot tub(s)	☐	☒	☐
Septic tank & leach field	☐	☒	☐	Built-in microwave	☐	☒	☐
Well & pump	☐	☐	☒	Range / oven / hood-fan	☐	☒	☐
Yard sprinkler system(s)	☐	☒	☐	Dishwasher	☐	☒	☐
Fountain(s)	☐	☐	☒	Garbage disposal	☐	☒	☐
Heating system	☐	☒	☐	Trash compactor	☐	☒	☐
Cooling system	☐	☒	☐	Central vacuum	☐	☒	☐
Solar heating system	☐	☐	☒	Alarm system	☐	☒	☐
Fireplace & chimney	☐	☒	☐	owned.. ☒ leased.. ☐			
Wood burning system	☐	☐	☒	Smoke detector	☐	☒	☐
Garage door opener	☐	☒	☐	Intercom	☐	☒	☐
Water treatment system(s)	☐	☒	☐	Data Communication line(s)	☐	☒	☐
owned.. ☒ leased.. ☐				Satellite dish(es)	☐	☒	☐
Water heater	☐	☒	☐	owned.. ☒ leased.. ☐			
Toilet(s)	☐	☒	☐	Other	☐	☒	☐
Bathtub(s)	☐	☒	☐				

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

TS
Seller(s) Initials

JS
11/07/17
2:07PM EST
Buyer(s) Initials

MF
12/12/17
7:34PM EST



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? ☒ ☐

(standard transfer tax)

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

JS
Seller(s) Initials

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

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

IS
Seller(s) Initials

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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, 1539; 2005, 598; 2011, 2832)

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Seller(s) Initials

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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 113.130 to 113.136, 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 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): 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

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



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

Rev. 05/16

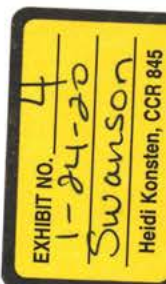
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BUYER(S) INITIALS:

SELLER(S) INITIALS:

10/20/17 10/20/17

Page 1 of 10



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

BUYER(S) INITIALS:

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

SELLER(S) INITIALS:

Rev. 05/16

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Page 2 of 10

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.

10/20/17 Buyer's Initials 10/20/17 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

BUYER(S) INITIALS:

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

SELLER(S) INITIALS:

Rev. 05/16

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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

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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:

Page 4 of 10

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 ☐ OR ☐ . 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

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BUYER(S) INITIALS:

SELLER(S) INITIALS:

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

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

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SELLER(S) INITIALS:

10/20/17 10/20/17
10/20/17

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

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BUYER(S) INITIALS:

SELLER(S) INITIALS:

	
10/19/17	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.

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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-MMZH

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-1YSS-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:

JF *NF*
10/20/17 10/20/17
JS

Seller's Response

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

Seller's Broker: <u>Forest Barbee</u>	Agent's Name: <u>Ivan Sher</u>
Company Name: <u>BHHS Nevada</u>	Agent's License Number: _____
Broker's License Number: _____	Office Address: <u>1215 S. Fort Apache Rd. Ste 210</u>
Phone: <u>702-315-0223</u>	City, State, Zip: <u>Las Vegas, NV 89117</u>
Fax: _____	Email: <u>ivan@shapiroandsher.com</u>

SELLER 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 (Seller) -OR- ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship)

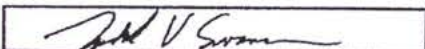
FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

SELLER DECLARES that he/she ☒ is not -OR- ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding. SELLER(S) INITIALS: TS

☒ **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

☒ **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

☐ **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.



Seller's Signature

Todd V. Swanson

Seller's Printed Name

11/21/2017 6:30 ☐ AM / ☒ PM

Date Time

Co-trustee, the Shiraz Trust,

Manager, Lyons Development, LLC



Seller's Signature

Seller's Printed Name

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:

JF NF
10/20/17 10/20/17

Rev. 05/16

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Page 10 of 10

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

Instant Forms
PLT000010

JA002802



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 19S, 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 Title 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

Authentisign

Todd Swanson, Co-Facilitator

☐ 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-SFL1

☒ Buyer ☐ Seller

Signature

Time:

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

☐ Buyer ☐ Seller

Signature



COUNTER OFFER

NO. 2

ATTENTION: Ivan Sher COMPANY: BHRS 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
BSOP-ZVJN-MPHI-R3MO

☒ Buyer ☐ Seller

Signature

Time:

Nicole Folino
dotloop verified
10/22/17 12:02PM EDT
MIVE-RLUV-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

Todd V. Swanson

CURRICULUM VITAE

TODD VICTOR SWANSON, M.D.

June 19, 2009

WORK ADDRESS: Desert Orthopaedic Center
2800 E. Desert Inn, Suite 100
Las Vegas, NV 89121

WORK TELEPHONE: (702) 731-1616
WEBSITES: www.doclv.com
www.minitotalhip.com
www.minitotalknee.com

DATE OF BIRTH: January 16, 1959
BIRTHPLACE: Sioux Falls, South Dakota

EDUCATION:

<u>Institution</u>	<u>Graduation/Degree</u>
Tri-Valley High School Lyons, South Dakota	1977 (valedictorian)
Augustana College Sioux Falls, South Dakota	1981--B.A. Chemistry (summa cum laude)
Washington University Medical School St. Louis, Missouri	1985--M.D. (with honors)

INTERNSHIP/RESIDENCY:

Orthopaedic Surgery (6/25/85 - 6/30/90)
University of California Davis Medical Center, Sacramento, CA
Michael W. Chapman, M.D., Chairman
(Resident of the year, Chief Year, 1989-1990)

FELLOWSHIP SUBSPECIALTY TRAINING & OTHER CERTIFICATIONS:

Total Joint Arthroplasty of the hip, knee, shoulder, and elbow; Arthritis Surgery; and
Shoulder Surgery (8/1/90 - 7/31/91)
Metropolitan-Mount Sinai Medical Center/Hennepin County Medical Center,
Minneapolis, MN
Ramon B. Gustilo, M.D. and Richard F. Kyle, M.D., Directors



JA002805

BHR Hip Resurfacing Certification, Smith & Nephew Orthopedics, 12/15/06, Merin, Las Vegas, NV

Advanced Hip Arthroscopy, February, 2007, Vail, CO

Anterior (AMIS) Total Hip Replacement Certification, Medacta International, 2/1/08, Paris, France

ACADEMIC AFFILIATION:

Clinical Faculty Supervisor, Tuoro University Nevada College of Osteopathic Medicine, 2009 – 2011

Director, Desert Orthopaedic Research Foundation, Las Vegas, NV, 1992 - present.

Director, Desert Orthopaedic Adult Reconstruction Fellowship Program, 1999 – present.

Clinical Years Mentor, University of Nevada Las Vegas Medical School, 2009 - present

PRACTICE SUBSPECIALTIES:

Primary and Revision Hip, Knee, & Shoulder Replacements

Minimally Invasive Techniques for Total Joint Replacements, anterior and posterior approaches

Hip Resurfacing

Hip & Knee Arthroscopy

LICENSURE:

Present: Nevada: #6293

Pending: Texas

Past: California: #G58017

Minnesota: #34,096

HOSPITAL PRIVILEGES:

Present:

St. Rose Dominican Hospitals, Las Vegas, NV

Spring Valley Hospital and Medical Center, Las Vegas, NV

Centennial Hills Hospital, Las Vegas, NV

Past:

University Medical Center, Las Vegas, NV

Desert Springs Hospital, Las Vegas, NV

MountainView Hospital and Medical Center, Las Vegas, NV

Summerlin Hospital Medical Center, Las Vegas, NV

St. Rose de Lima Hospital, Henderson, NV

Lake Mead Hospital, Las Vegas, NV
Valley Hospital, Las Vegas, NV
Sunrise Hospital and Medical Center, Las Vegas, NV
Hennepin County Medical Center, Minneapolis, MN
Metropolitan-Mount Sinai Medical Center, Minneapolis, MN
U.C. Davis Medical Center, Sacramento, CA
Kaiser Permanente Medical Center, Sacramento, CA

BOARD CERTIFICATION:

Board Certified, American Board of Orthopaedic Surgery, July, 1993,
Re-certified June, 2002.

HONORS AND AWARDS:

Tri-Valley High School:

Valedictorian
National Honor Society

Augustana College:

Graduated Summa Cum Laude
Sophomore Honors Award
Merck Chemistry Achievement Award
CRC Freshman Chemistry Achievement Award

Washington University School of Medicine:

Awards:

Alpha Omega Alpha Medical Honor Society
Washington University Merit Scholarship (full academic scholarship)
Robert Carter Medical School Prize
George F. Gill Prize in Anatomy
Kehar S. Chouke Prize in Anatomy
Antoinette Frances Dames Prize in Physiology and Biophysics

Clinical Honors:

General Surgery
Orthopaedic Surgery
Transplant Surgery
Internal Medicine

U.C. Davis Medical Center (internship / residency):

Outstanding Resident of the Year, chief resident year, U.C. Davis Medical Center,
Sacramento, CA, June, 1990.

American Fracture Association's 22nd Annual Henry W. Meyerding Memorial Essay
Contest, 2nd place, The Pointe at Squaw Peak, Phoenix, Arizona, April, 1990.

Northern California Chapter Western Orthopaedic Association's Orthopaedic Resident Honorarium, Yosemite, California, March, 1990.
American Orthopaedic Foot and Ankle Society/Dow Corning Wright Resident Manuscript Award, Las Vegas, Nevada, February, 1989.
AOA/Zimmer Annual Manuscript Travel Award for Orthopaedic Residents, The Homestead, Hot Springs, Virginia, June, 1988.

COMMITTEE APPOINTMENTS/OFFICES HELD:

Board of Trustees, Desert Canyon Rehabilitation Hospital, 8/2007 - present
Medical Director, Spring Valley Hospital Center for Joint Replacement and Spinal Surgery, 2006-2007
President, Desert Orthopaedic Center, 1992-2001
Board Member, Western Orthopaedic Association, 1999-2000
Chairman, Division of Orthopaedic Surgery, Sunrise Mountainview Medical Center, 1995-1997
Member, Medical Advisory Committee, Sunrise Hospital, 1995-1996
Member, Resource Management Committee, Sunrise Hospital, 1995-1996
Chairman, Affiliated Health Care Providers credentialing committee, Sunrise Hospital, 1994-1996
Physician credentialing committee, Sunrise Hospital, 1994-1996
Member, Orthopaedic Implant Panel, Columbia/HCA Healthcare Corporation, 1995-1996
Board member, Arthritis Foundation, Las Vegas chapter, 1991-1997
Ad hoc Committee for evaluation of indications for implantable pain relief devices, Sunrise Hospital, 1993-1994
Surgery Review Committee, Lake Mead Hospital Medical Center, 1993-1994
Clark County Medical Society Professional Standards Committee, 1991-1993
Clark County Medical Society Peer Review Committee, 1991-1993
Orthopaedic Surgery representative to Resident Medical Staff Committee, U.C. Davis Medical Center, Sacramento, California, 1989-1990

PROFESSIONAL MEDICAL ORGANIZATIONS:

Fellow, American Academy of Orthopaedic Surgeons
American Medical Association
Western Orthopaedic Association
Nevada Medical Association
Nevada Orthopaedic Society
Clark County Medical Society
Alpha Omega Alpha Honor Society
Washington University Alumni Association

BOOK CHAPTERS:

- 1) Todd V. Swanson, MD, "Taper Fluted Femoral Fixation," in Arthritis and Arthroplasty, TE Brown, senior ed., Q Cui, W Mihalko, and K Saleh, series eds., Elsevier, Philadelphia, PA.
- 2) Todd V. Swanson, MD, "Benefits of Posterior Single-Incision Less-Invasive THA using the SL-Plus Cementless Stem," in 25 Years of Biologic Fixation--K Zweymüller, Elsevier, Urban & Fischer Verlag, Heidelberg, Germany.
- 3) Todd V. Swanson, MD, "The Uni Knee: Minimally Invasive Approach," in Total Knee Arthroplasty—A Guide to get Better Performance, J Bellemans, M Ries, and J Victor eds., Springer-Verlag, Heidelberg, Germany.
- 4) Todd V. Swanson, "Fractures and Dislocations of the Talus," in Operative Orthopaedics, 2nd edition, MW Chapman and M Madison, eds., J.B. Lippincott, Philadelphia.
- 5) Todd V. Swanson, and Ramon B. Gustilo, "Fractures of the Shaft of the Humerus," in Fractures and Dislocations, RB Gustilo, ed., Mosby-Year Book, Inc., Chicago.

TECHNIQUE MANUALS:

- 1) Anterior Referencing Instrumentation Consultant, Surgical Technique Manual, Smith & Nephew Orthopaedics Genesis II Total Knee System, February, 1993.
- 2) MIS Total Hip Replacement Surgical Technique, Smith & Nephew Orthopaedics, 2003.
- 3) MIS Total Hip Replacement Surgical Technique, Plus Orthopedics, 2005.

TECHNIQUE VIDEOS:

1. Anterior Referencing Instrumentation Technique Video, live surgical demonstration, Smith & Nephew Orthopaedics Genesis Total Knee System, August, 1993.
2. Mini-Incision Total Hip Replacement using the Plus Orthopaedics Zweymuller femoral component and the Plusfit acetabular component, May, 1998, June, 1999, and November, 2002.
3. Smith & Nephew Orthopaedics Accuris Mini-Incision Uni-Compartmental Technique Video, June, 2002.

PUBLISHED MANUSCRIPTS:

- 1) Todd V. Swanson, MD. Posterior Single-Incision Approach to Minimally Invasive Total Hip Arthroplasty. *Int. Orthop* 31(suppl 1), S1-5, 2007.
- 2) Todd V. Swanson, MD. Early Results of 1000 Consecutive, Posterior, Single-Incision Minimally Invasive Total Hip Arthroplasties. *J. Arthroplasty* 7(suppl), 26-32, 2005.
- 3) Todd V. Swanson, MD. The Tapered Press Fit. A European Alternative. *J. Arthroplasty* 20(suppl), 63-67, 2005.
- 4) Richard A. Marder, M.D., Todd V. Swanson, M.D., Neil A Sharkey, B.S., and Paul J. Duwelius, M.D. Effects of Partial Patellectomy and Reattachment of the Patellar Tendon on Patellofemoral Contact Areas and Pressures. *Journal of Bone and Joint Surgery*, 75-A:35, 1993.
- 5) Todd V. Swanson, M.D., Timothy J. Bray, M.D., and George B. Holmes, Jr., M.D. Talar Neck Fractures: A Mechanical Study of Fixation. *Journal of Bone and Joint Surgery*, 74-A:544, 1992.
- 6) Todd V. Swanson, M.D., Robert M. Szabo, M.D., and Daniel D. Anderson, M.D. Open Hand Fractures: Prognosis and Classification. *Journal of Hand Surgery*, 16A:101, 1991.

MANUSCRIPTS IN PREPARATION:

- 1) Influence of Component Design on Squeaking after Ceramic-on-Ceramic THA; Todd V. Swanson, MD, David J. Peterson, DO, Raghavendran Seethala, MS, Ryan Bliss, BBA, Calvin Spellmon, BS.
- 2) Accuracy of Digital vs. Manual Templating for Total Hip Arthroplasty; Alan S. Nasar, M.D. and Todd V. Swanson, M.D.
- 3) The Capsular Noose: A New Technique to Reduce Dislocation After THA; James C. Ballard, M.D. and Todd V. Swanson, M.D.
- 4) Advantages of Cementless THA Using Minimally Invasive Surgical Technique; Todd V. Swanson, M.D. and Ramy S. Hanna, M.D.
- 5) A Total Femur Using Custom Components Linking an Ipsilateral Total Hip and Total Knee; Brent P. Hansen, D.O. and Todd V. Swanson, M.D.

PUBLISHED ABSTRACTS:

"The Lottes Nail vs AO External Fixation in Open Tibia Fractures"

James D. Spiegel, M.D., Timothy J. Bray, M.D., Michael W. Chapman, M.D., and Todd V. Swanson, M.D.

Orthopaedic Transactions, 12:656, 1988.

MULTI-CENTER RESEARCH STUDY PARTICIPATION

1. The Enoxaparin Clinical Trial Group, results published in: Comp, et al. Prolonged Enoxaparin Therapy to Prevent Venous Thromboembolism After Primary Hip or Knee Replacement. J Bone Joint Surg. 83-A:336, 2001.
2. A Multicenter, Multinational, Randomized, Double-Blind Comparison of Subcutaneous SR 90107A/ORG 31540 with Enoxaparin in the Prevention of Deep Vein Thrombosis and Symptomatic Pulmonary Embolism after Elective Hip Replacement or a Revision. Sanofi Research, Protocol #EFC 2442, 1999. (9 patients enrolled, 9 patients completed)
3. Randomized, Double-blind, Comparative Study of H 376/95 and Enoxaparin for the Prevention of Venous Thromboembolism Following Total Hip Arthroplasty. AstraZeneca, Protocol #237, 2000. (9 patients enrolled, 8 patients completed); published in Colwell, et al. Comparison of ximelagatran, an oral direct thrombin inhibitor, with enoxaparin for the prevention of venous thromboembolism following total hip replacement. A randomized, double-blind Study. J Thromb Haemostasis 1:2119, 2003.
4. Optimization of Dose (Study A) and Confirmation of Safety and Efficacy (Study B) of H 376/95 (Oral Direct Thrombin Inhibitor) Compared to Warfarin (Coumadin) for the Prevention of Venous Thromboembolism Following Total Knee Arthroplasty (TKA). AstraZeneca/Ominicare Clinical Research, Inc., Protocol #290, 2001.
5. SL-Plus & MPF Ceramic/Ceramic Hip Clinical Study. IDE #G010120. Sponsor: Plus Orthopedics, 2003. (55 patients enrolled)
6. Asterand Inflammatory Joint Disease Collection Study. Asterand, Protocol #AST-IJD-#001, 2006.

RESEARCH IN PROGRESS:

1. Accuracy of Digital vs. Manual Templating for Total Hip Arthroplasty; Alan S. Nasar, M.D. and Todd V. Swanson, M.D.
2. A Total Femur Using Custom Components Linking an Ipsilateral Total Hip and Total Knee; Brent P. Hansen, D.O. and Todd V. Swanson, M.D.
3. Risk Factors for peri-prosthetic distal femur fractures after TKA; Todd V. Swanson, MD. and Herminio Valenzuela, MD
4. Squeaking in ceramic-ceramic total hip replacements

CONSULTANT POSITIONS:

1. Ongoing:
 - a. Encore Medical, Austin, Texas
 - i. Design team, primary total knee replacement
 - ii. Design team, revision total knee replacement
 - iii. Design team, Modular CLP primary total hip stem
 - iv. Consultant, hip and knee replacements
 - b. Medacta International, Lugano, Switzerland/Camarillo, CA
 - i. Design team, primary hemispherical acetabular component
 - ii. Consultant, AMIS anterior total hip replacement technique
2. Past
 - a. Smith & Nephew Orthopaedics, Memphis, Tennessee
 - i. Design team, MIS primary short hip stem
 - ii. Design team, MDF distally tapered, fluted revision hip stem
 - iii. Design team, Emperion modular revision total hip project
 - iv. Design team, Genesis II modular primary and revision total knee system
 - v. Designer, Reflection revision acetabular liners
 - vi. Design team, minimally invasive instruments, and consultant for Accuris minimally invasive uni-compartmental knee replacement
 - vii. Consultant, minimally invasive total knee replacement
 - b. Plus Orthopedics, San Diego, CA
 - i. Designer, minimally invasive instruments, SL-Plus primary total hip system
 - ii. Designer, minimally invasive instruments, TC-Plus primary total knee system Plus Orthopaedics, San Diego, CA
 - iii. Design team, primary acetabular component
 - iv. Consultant, Promos modular total shoulder replacement
 - v. Consultant, MIS total hip and knee replacement

PRESENTATIONS AT NATIONAL/INTERNATIONAL MEETINGS:

- 1)"The Lottes Nail vs AO External Fixation in Open Tibia Fractures: A Prospective, Comparative Study," Todd V. Swanson, M.D., James D. Spiegel, M.D., Timothy J. Bray, M.D., and Michael W. Chapman, M.D., poster presented at: AAOS Annual Meeting, Atlanta, Georgia, February, 1988.
- 2)"Talar Neck Fractures: A Mechanical and Histomorphometric Study of Fixation," Todd V. Swanson, M.D. and Timothy J. Bray, M.D., presented at: AOA Residents' Conference, Boston, Massachusetts, March, 1988. Western Orthopaedic Association Annual Meeting, Honolulu, Hawaii, October, 1988. Orthopaedic Trauma Association Annual Meeting, Dallas, Texas, October, 1988. American Orthopaedic Foot and Ankle Society Winter Meeting, Las Vegas, Nevada, February, 1989 (presented with clinical case reports).

- 3)"Open Hand Fractures: Prognosis and Classification," Todd V. Swanson, M.D., Robert M. Szabo, M.D., and Daniel D. Anderson, M.D., presented at:
AAOS Annual Meeting, Las Vegas, Nevada, February, 1989.
- 4)"Patellofemoral Contact Pressures: Effects of Partial Patellectomy and Patellar Tendon Reattachment," Todd V. Swanson, M.D., Richard A. Marder, M.D., Neil A. Sharkey, and Paul J. Duwelius, M.D., presented at:
AOA Residents' Conference, Rochester, New York, March, 1989.
International Society of the Knee Biennial Meeting, Rome, Italy, May, 1989.
- 5)"A Prospective, Comparative Study of the Lottes Nail vs External Fixation in 100 Open Tibia Fractures," Todd V. Swanson, M.D., Timothy B. Sutherland, M.D., James D. Spiegel, M.D., Timothy J. Bray, M.D., and Michael W. Chapman, M.D., presented at:
AAOS Annual Meeting, New Orleans, Louisiana, February, 1990.
Northern California Chapter Western Orthopaedic Association Spring Meeting, Yosemite, California, March, 1990.
American Fracture Association Annual Meeting, Phoenix, Arizona, April, 1990.
Summarized in Orthopaedics Today, A Medical Newspaper for Orthopaedics, October, 1990.
- 6)"Advances in Total Hip Arthroplasty," presented at:
Tenth Annual Orthopaedic Nursing in the 90's: New Concepts and Challenges conference, Hennepin County Medical Center & Metropolitan-Mount Sinai Medical Center, Minneapolis, MN, September, 1990.
- 7)Orthopaedic case presentations presented at:
Silver Anniversary Orthopaedic and Trauma Seminar, Hennepin County Medical Center Department of Orthopaedic Surgery, October, 1990.
- 8)"Advancements in Joint Replacement Surgery," presented at:
Rheumatology Update for the Primary Care Physician, sponsored by The Arthritis Care Program of Metropolitan-Mount Sinai Medical Center, Minneapolis, MN, November, 1990.
- 9)"Knee Alignment after Genesis Total Knee Arthroplasty," presented at:
Genesis Total Knee Workshop, Metropolitan-Mount Sinai Medical Center, Minneapolis, MN, March, 1991.
- 10)"Knee Alignment after Total Knee Arthroplasty," presented at:
Hennepin County Medical Center/Metropolitan-Mount Sinai Medical Center Orthopaedic Fellows Reunion, Minneapolis, MN, July, 1991.
- 11)"Five-Year Clinical and Radiographic Correlations Using Long-Stem (BIAS) Porous Ingrowth Femoral Stems," presented at:

Hennepin County Medical Center/Metropolitan-Mount Sinai Medical Center Orthopaedic Fellows Reunion, Minneapolis, MN, July, 1991.

12) Orthopaedic case presentations presented at:

The 26th Annual Orthopaedic and Trauma Seminar, Hennepin County Medical Center Department of Orthopaedic Surgery, Minneapolis, MN, September, 1991.

13) Richards Genesis Revision Total Knee Workshop and Demonstration at:

The 10th Annual Arthritic Hip, Knee, and Shoulder Symposium, Snowbird, Utah, January, 1993.

14)"Pre-Operative Planning in TKA," presented at:

Innovations in Knee Arthroplasty, sponsored by Richards Medical, Pasadena, CA, March, 1993.

Current Trends in Hip and Knee Arthroplasty, sponsored by Richards Medical, Napa, CA, September, 1993, (Co-chairman of course).

15)"Restoration of Knee Kinematics and Function after Revision Total Knee Arthroplasty," presented at:

Innovations in Knee Arthroplasty, sponsored by Richards Medical, Minneapolis, MN, July, 1993.

16) Richards Genesis anterior referencing instrumentation workshop and demonstration at:

The 1994 AAOS Annual Meeting, New Orleans, LA, March, 1994.

17)"Distal Femoral Anatomical Correlations Using 2D MRI's," presented at:

The Genesis II Clinicians Meeting, Scottsdale, AZ, October, 1994.

18)"Hip Pain: Is It Always the Hip?" presented at:

Nevada Academy of Physician Assistants Spring CME meeting, Las Vegas, NV, February, 1995.

19) "Difficult Problems in Arthroplasty (Revisions, Infections, Wound Problems, Bone Loss) Symposium," panel participant at:

Arthritis of the Hip and Knee: Practical Surgical Management for the 1990's, sponsored by Johnson & Johnson Professional, Vail, CO, March, 1995.

20)"Alignment in TKA," presented at:

Current Trends in Hip and Knee Arthroplasty, sponsored by Smith & Nephew Richards, Cabo San Lucas, Mexico, June, 1995.

21)"Revision of Total Joints," presented at:

Update for Orthopaedic Physician Assistants, sponsored by the AAOS, Las Vegas, NV, August, 1995.

- 22) "Management of Bone Deficiencies in THA," presented at:
Clinical Results & Economic Outcomes in Total Joint Arthroplasty, sponsored by
Education Design, Las Vegas, NV, November, 1995.
- 23) "Revision Instrumentation for TKA," presented at:
Innovations in Total Knee Arthroplasty, sponsored by Smith & Nephew Richards, Inc.,
Scottsdale, Arizona, October, 1996.
- 24) "Surgical Technique for the Genesis II Total Knee System," presented at:
SOFCOT Meeting, Paris, France, November, 1996.
- 25) a. "Long-term Results of Genesis I Total Knee Arthroplasty,"
b. "Treatment of the Infected Total Knee Arthroplasty,"
c. "Limitation of Motion after Total Knee Arthroplasty (Causes and Treatment),"
d. "Patellar Problems after Total Knee Arthroplasty (Causes and Treatment),"
presented at:
Simposio Internacional de Patologia Joelho, Hospital da Prelada, Porto, Portugal, May,
1997.
- 26) "Surgical Technique for the Genesis II Total Knee," and Genesis II sawbones
workshop, presented at:
5th Tri-City Orthopedics Alumni and Scientific Meeting, Niigata City, Japan, June, 1997.
- 27) a. "Alternatives to Total Hip Arthroplasty,"
b. "Implant Selection for Revision Total Knee Arthroplasty," presented at:
Concepts in Total Joint Arthroplasty, sponsored by Smith & Nephew Orthopaedics,
Tucson, Arizona, October, 1997.
- 28) "Management of Extreme Varus and Valgus in Total Knee Arthroplasty," and
Genesis I sawbones workshop, presented at:
2nd Biennial Indian Arthroplasty Association Meeting, Bombay, India, November, 1997.
- 29) "Early Advantages of Cementless Fixation in THA," presented at:
Plus Orthopedics 4th International Zweymuller Symposium, Breckenridge Hilton Resort,
Breckenridge, Colorado, January, 1998.
- 30) Genesis II sawbones workshop, Smith & Nephew Orthopaedics at:
AAOS Annual Meeting, New Orleans, Louisiana, March, 1998.
- 31) The 5th International Zweymuller Symposium, The Mirage Hotel, Las Vegas,
Nevada, May, 1998:
a. "Early Advantages of Cementless Fixation in THA"
b. Performed 2 live total hip replacement surgeries at Mountainview Hospital using
the Zweymuller stem and Plusfit cup, microwave broadcast to Mirage Hotel
conference room.

- 32) Performed Genesis I TKA at People's Hospital of Beijing Medical University, and presented 4 talks to Beijing surgeons:
- "Total Knee Arthroplasty: What's In and What's Out"
 - "Long term outcome of TKA"
 - "Complications of TKA"
 - "Revision TKA"
- People's Hospital of B.M.U., Beijing, China, June, 1998.
- 33) Plus national sales meeting, San Diego, California, July, 1998.
- "Anatomy of the Hip"
 - "Indications for Total Hip Arthroplasty"
 - "Total Hip Arthroplasty: The Procedure"
- 34) Southwestern Total Joint Symposium, sponsored by Smith & Nephew Orthopaedics, Scottsdale Princess, Scottsdale, Arizona, October, 1998:
- Moderator: Knee Presentations—Primary
 - "Restoration of Knee Kinematics and Function after Revision TKR"
 - "Treatment of the Infected TKR"
 - "Revision Genesis II workshop"
 - "Point-Counterpoint: Fixed bearing TKR (vs Mobile bearing TKR by Seth Greenwald)"
- 35) The 6th International Zweymuller Symposium, The Claremont Resort, Berkeley, California, October, 1998
- "Early Advantages of Cementless Fixation in THA"
 - "Commentator, live surgery tape, Zweymuller total hip and Plusfit acetabular component"
- 36) The 7th International Zweymuller Symposium, The Great Divide Lodge, Breckenridge, Colorado, January, 1999:
Commentator, live surgery tape, Zweymuller total hip and Plusfit acetabular component
- 37) The II Simposio Internacional, Total Joint Arthroplasty, Belo Horizonte, Brazil, April, 1999:
- "Pre-operative Planning and Prosthesis Selection in Total Knee Arthroplasty"
 - "Treatment of Limitation of Motion after Total Knee Arthroplasty"
 - "Complications of Total Knee Arthroplasty"
 - "Management of Extreme Varus and Valgus in Total Knee Arthroplasty"
 - "Genesis I total knee arthroplasty workshop"
- 38) The 8th International Zweymuller Symposium, Hotel del Coronado, Coronado, California, June, 1999:
- "Management of Bone Deficiencies in Total Hip Arthroplasty"
 - "Early Advantages of Cementless Fixation in THA"
 - "Infection after Total Hip Arthroplasty"

- d. Commentator, live surgery tape, Zweymuller total hip and Plusfit acetabular component
- 39) Sales Training Seminar to Smith & Nephew Genesis II Sales Representatives, Memphis, Tennessee, September, 1999.
 - a. "Genesis II Overview: Selling Points"
 - b. Cadaver surgery demonstrating the Genesis II primary and revision instrumentation and techniques
- 40) Presentation to Schulthess Orthopaedic Clinic, Zurich, Switzerland, September, 1999.
"Use of the Mini-Incision Technique with the Cementless Zweymuller Total Hip prosthesis. A Prospective Comparative Study of 229 Cases."
- 41) Presentations to Genesis II Users Group, Sanctuary Cove, Australia, October, 1999.
 - a. "How I do My Primary Total Knee"
 - b. "Hybrid Total Knee Arthroplasty"
 - c. "Converting to Posterior Stabilized Total Knee Arthroplasty"
 - e. "Tibial Inserts—Cruciate Retaining vs Dished vs Posterior Stabilized"
 - f. "How I do my Revision Total Knee"
 - g. "Tips and Tricks for Total Knee Arthroplasty"
- 42) The 9th International Zweymuller Symposium, Rancho Bernardo Inn, Rancho Bernardo, California, November, 1999.
 - a. "Management of Femoral Bone Deficiencies in Total Hip Arthroplasty"
 - b. "Early Advantages of Cementless Fixation in THA"
 - c. "Infection after Total Hip Arthroplasty"
 - d. Commentator, live surgery tape, Zweymuller total hip and Plusfit acetabular component
- 43) Smith & Nephew Sales Meeting, Desert Inn Hotel, Las Vegas, Nevada, February, 2000.
 - a. "Genesis II Selling Points"
 - b. "Cofield-2, Neer-3 Total Shoulder Arthroplasty"
- 44) 6th National Orthopedic Congress, Beijing International Convention Center, Beijing, China, April, 2000
 - a. "Cementless vs. Cemented THA; Early Advantages of Cementless Fixation"
- 45) 10th International Zweymuller Symposium, Four Seasons Hotel, Las Vegas, Nevada, May, 2000
 - a. Co-moderator of course
 - b. "Cementless vs. Cemented THA; Early Advantages of Cementless Fixation"
 - c. "A New Operating Technique using the Mini-Incision Approach with the Zweymuller Total Hip System"
 - d. "Infection after THA"

- 46) Hips and Knees in Cabos, Westin Regina Resort, Cabo San Lucas, Mexico, June, 2000.
 - a. "Management of Posterior Instability in TKA"
 - b. "When and How to use CCK in TKA"
 - c. "Fixation with Cement in TKA"
 - d. Moderator: Revision TKA
- 47) Plus national sales meeting, San Diego, California, September, 2000
 - a. SL, SLR, and Plus Modular case presentations
 - b. X-ray reading
- 48) 11th International Zweymuller Symposium, Boston Harbor Hotel, Boston, Massachusetts, October, 2000
 - a. Co-moderator of course
 - b. "Cementless vs. Cemented THA; Early Advantages of Cementless Fixation"
 - c. "A New Operating Technique using the Mini-Incision Approach with the Zweymuller Total Hip System"
 - d. "Infection after THA"
- 49) Combined Meeting, 20th Annual ASEAN Orthopaedic Association, 22nd Annual Meeting of the Royal College of Orthopaedic Surgeons of Thailand in association with SICOT, Royal Cliff Beach Resort, Pattaya, Thailand, October, 2000
 - a. "Infection after Total Hip Arthroplasty"
 - b. "Total Knee Arthroplasty: What's In and What's Out"
 - c. "Revision Total Hip Replacement: Management of Femoral Bone Deficiency"
 - d. "Management of Extreme Varus and Valgus in Total Knee Arthroplasty"
 - e. Mini-Debate: "Fixed Bearing for Total Knee Replacement," in the affirmative
- 50) Smith & Nephew Sales Meeting, Memphis, TN, November, 2000.
 - a. "Cofield-2, Neer-3 Total Shoulder Arthroplasty"
 - b. Genesis II Cadaver Lab
 - c. "Revision TKA Using the Genesis II Total Knee System"
 - d. X-ray Case Review: Difficult Total Knee Cases
- 51) 12th International Zweymuller Symposium, Ritz-Carlton Hotel, Laguna Niguel, California, April, 2001
 - a. Co-moderator of course
 - b. "A New Operating Technique using the Mini-Incision Approach with the Zweymuller Total Hip System"
 - c. "Infection after THA"
 - d. X-ray Case Review: Difficult Total Hip Cases
- 52) Western Orthopaedic Association 65th Annual Meeting, San Francisco, California, September, 2001.
 - a. "Advantages of Cementless THA using Mini-Incision Surgical Technique"
- 53) Shoulder, Hips & Knees in the Keys, Key Largo, Florida, November, 2001
 - a. "Minimally Invasive UKA: A Step Forward or Backward"
 - b. "Patient Selection and Risk Reduction in TKA"

- c. Minimally Invasive UKA workshop
- 54) North American Hip and Knee Symposium, Beaver Creek, Colorado, January, 2002.
 - a. Mini-incision Hip Replacement panel discussion
 - b. Genesis II revision TKA workshop
- 55) Hips and Knees in Cabo, Westin Hotel, Cabo San Lucas, Mexico, June, 2002.
 - a. MIS Uni's—Myth or Magic
 - b. Stems, Augments, & Bone Grafts—When & How
 - c. Moderator, Total Knee Arthroplasty session
 - d. Workshop, S&N Accuris unicompartmental knee replacement
- 56) 1st MIS THA International Meeting, Sheraton Frankfurt Hotel, Frankfurt, Germany, June, 2002
 - a. Clinical Results, Risks and Benefits of MIS THA
- 57) Tapered Primary Total Hip presentation, Smith & Nephew Orthopaedics, Memphis, TN, July, 2002.
- 58) Minimally Invasive Total Knee Arthroplasty concepts and design meeting, Smith & Nephew Orthopaedics, Memphis, TN, August, 2002.
- 59) MIS Unicompartmental Knee Arthroplasty, presented to residents and attending physicians, UCSF, San Francisco, CA, August, 2002.
- 60) New Developments in Arthroplasty, Naples, FL, November, 2002.
 - a. Mini-incision Total Hip Arthroplasty results
 - b. Accuris Minimally Invasive UKA workshop
- 61) Plus Orthopaedics 13th Annual Symposium, Four Seasons Hotel, Santa Barbara, CA, November, 2002.
 - a. Minimally Invasive Surgery in THA
 - b. Infection after THA
 - c. Practical Experience with the SL-Plus Lateralized Offset Hip Prosthesis
- 62) 2nd MIS THA International Meeting, Marriott Courtyard, Lake Buena Vista, FL, December, 2002.
 - a. Minimally Invasive THA Technique and Advantages
- 63) North American Hip and Knee Symposium, Beaver Creek, CO, January, 2003.
 - a. Video presentation of MIS THA technique
 - b. Panel discussion: MIS THA
- 64) 70th Annual Meeting, American Academy of Orthopaedic Surgeons, New Orleans, LA, February, 2003.
 - a. Poster Presentation: Advantages of Cementless THA using Mini-Incision Surgical Technique
 - b. Workshop: Advantages of Cementless THA using Mini-Incision Surgical Technique, Smith & Nephew Orthopaedics
 - c. Design meeting: MIS TKA instrumentation, Smith & Nephew Orthopaedics
- 65) Plus Orthopaedics National Sales Meeting, San Diego, CA, February, 2003.
 - a. Alternative Bearing Surfaces—Ceramic for THA
- 66) 3rd International Meeting for Minimally Invasive Surgery (MIS) in THR, Zurich, Switzerland, March, 2003.
 - a. Postero-Lateral Approach for MIS THA

- 67) Winter Orthopaedic Conference, Klosters, Switzerland, March, 2003.
 - a. Minimally Invasive Total Hip Replacement
- 68) Minimally Invasive THA workshop and Cadaver Demonstration, Smith & Nephew Orthopaedics, Memphis, TN, April, 2003.
- 69) Minimally Invasive TKA design meeting, Smith & Nephew Orthopaedics, Memphis, TN, April, 2003.
- 70) Accuris Minimally Invasive UKA presentation, workshop, and cadaver instruction, Denver, CO, May, 2003.
- 71) Minimally Invasive THA workshop and Cadaver Demonstration, Smith & Nephew Orthopaedics, Memphis, TN, May, 2003.
- 72) Multiple presentations and surgical demonstrations, Plus Orthopaedics, Japan, July, 2003.
 - a. MIS THA surgical demonstration with Professor Higuchi, Fukuoka, Japan, 7/4/03
 - b. SL Plus THA symposium, Miyazaki, Japan, 7/5/03
 - c. Rounds and presentation, MIS THA, Nagoya-City University Medical School, Nagoya, Japan, July 7, 2003.
- 73) Hip and Knee Symposium, |Smith & Nephew Orthopaedics, Iliamna, Alaska, July, 2003.
 - a. THA using MIS Posterior Approach
 - b. MIS Accuris Unicompartmental Knee Arthroplasty
- 74) Multiple presentations and workshops, Smith & Nephew Orthopaedics, Australia, August, 2003.
 - a. MIS THA presentation and cadaver workshop, Sydney, Australia, August 2, 2003.
 - b. Observe MIS THA surgical case, Adelaide, Australia, August 4, 2003.
 - c. Dinner presentations, Adelaide, Australia, August 4, 2003.
 - i. THA using MIS Posterior Approach vs. Standard Posterior Approach
 - ii. Rationale for New Bearing Couple in THA: Oxinium on Cross-linked Poly
- 75) Emerging Technologies in Joint Reconstruction, Smith & Nephew Orthopaedics, Portage Pointe Inn, Onkama, Michigan, September, 2003.
 - a. MIS THA—Posterior Approach
 - b. MIS TKA—Early Results
 - c. Use of Constrained Liners in THA
- 76) Advancements in Hip and Knee Arthroplasty, Oktoberfest in Cincinnati, Smith & Nephew Orthopaedics, Cincinnati, OH, September, 2003.
 - a. MIS THA—Hip or Hype? (Posterior Approach)
 - b. Unicompartmental Knee Arthroplasty—Back to the Future
- 77) Plus Orthopaedics 14th Annual Symposium, Torrey Pines Lodge, San Diego, CA, October, 2003.
 - a. THA using MIS Posterior Approach vs. Standard Posterior Approach
- 78) Western Orthopaedic Association 67th Annual Meeting, San Antonio, TX, October, 2003
 - a. Total Joint Replacement roundtable symposium including

- i. Indications for total joint replacement
 - ii. Surgical options
 - iii. Pre and Post-operative management
 - iv. New advances
- 79) MIS THA presentation and cadaver workshop, Smith & Nephew Orthopaedics, the MERI, Memphis, TN, October, 2003.
- 80) AAOS 2nd Annual Impact of Emerging Technology on Hip and Knee Arthritis and Reconstruction, Pointe Hilton Squaw Peak Resort, Phoenix AZ, November, 2003.
 - a. Mini-Incision Total Hip Replacement
- 81) Plus Orthopedics Onsite Scientific Program, 17th Annual AAOS, San Francisco, CA, March, 2004.
 - a. MIS with the SL-Plus Lateral System
- 82) The 19th Annual Combined Orthopaedic Spring Symposium, presented by the Hawaii Orthopaedic Association, Honolulu, HI, April, 2004.
 - a. Surgical Treatment Options for the Arthritic Knee—roundtable discussion at Queen's Medical Center
 - b. Minimally Invasive UKA—Back to the Future
 - c. Minimally Invasive Surgery—Total Hip Arthroplasty—Hip or Hype?
- 83) AAOS Minimally Invasive Hip Replacement course, Hyatt Rosemont, Rosemont, IL, May, 2004. Assisted with cadaver labs and workshops.
- 84) Current Concepts in Total Joint Replacement, Rio Hotel, Las Vegas, NV, May, 2004.
 - a. The Tapered Press Fit: A European Alternative
 - b. The Two Incision Mini-Hip: More Hype than Help—In the affirmative (debate)
 - c. Avoiding Dislocations: The Capsular Noose
- 85) 6th Domestic Meeting of the European Hip Society including the 2004 EFFORT Update Meeting, Innsbruck, Austria, June, 2004.
 - a. Reduced Dislocation Risk Using the Lateralized Offset SL-Plus Total Hip Femoral Component—poster presentation.
- 86) MIS TKA and MIS UKA presentations and cadaver workshops, Smith & Nephew Orthopaedics at Advanced Research International, Phoenix, AZ, August, 2004.
 - a. MIS TKA presentation
 - b. MIS UKA cadaver demonstration
- 87) AAOS Minimally Invasive Hip Replacement course, Hyatt Rosemont Hotel, Rosemont, IL, September, 2004.
 - a. Debate—Minimally Invasive Hip Replacement is a Misnomer? I Agree
 - b. Assisted with cadaver labs and workshops
- 88) 25 Years of Biologic Fixation—The Gold Standard, Wiener Konzerthaus, Vienna, Austria, October, 2004.
 - a. Minimally Invasive Surgery M.I.S.—podium presentation
- 89) Less and Minimally Invasive Surgery for Joint Arthroplasty: Fact & Fiction, MIS meets CAOS Symposium and Surgical Academy, Naples Beach Hotel & Golf Center, Naples, Florida, October, 2004.
 - a. Is L/MIS THR Here to Stay? In the Affirmative—podium presentation

- b. The Capsular Noose: A New Surgical Technique to Reduce Dislocations—podium presentation
- 90) 14th Annual Meeting of the AAHKS, Gaylord Texan Resort, Dallas, TX, November, 2004.
 - a. Early Results of 1,000 Consecutive, Posterior, Single-incision MIS THA—podium presentation
 - b. The Capsular Noose: A New Technique to Reduce Dislocation after Posterior, Single-Incision MIS THA—poster presentation
- 91) 72nd Annual Meeting of the American Academy of Orthopaedic Surgeons, Washington, DC, February, 2005.
 - a. Benefits of Lateralized Offset in THA (poster presentation)
 - b. Experience with 1,000 MIS THA's (booth presentation, Plus Orthopedics)
- 92) Surgeon presentations at Woodlands Park Hotel, London, England; St. David's Hotel, Cardiff, Wales, for Plus Orthopaedics UK, October, 2005:
 - a. Early Results of 1,000 Consecutive, Posterior, Single-incision MIS THR's
 - b. Minimally Invasive UKA
 - c. Minimally Invasive TKA
- 93) Symposium MIS/NAV in THR, The Plus Institute, KKL (Kultur und Kongress Zentrum Luzern), Lucerne, Switzerland, September, 2005
 - a. Early Results of 1,000 Consecutive, Posterior, Single-incision MIS THR's
 - b. Co-chaired meeting, day 1, in Phil Noble's absence
- 94) Surgeon Presentations at Brisbane Private Hospital, Brisbane, Australia; Fenton's Restaurant, Brisbane, Australia, for Smith & Nephew Orthopaedics, Australia, October, 2005.
 - a. Minimally Invasive UKA: Why it works, When it doesn't
 - b. Minimally Invasive TKA: A step in the right direction?
- 95) Australian knee Society Annual Combined Meeting, Bunker Bay Quay West Resort, near Perth, Australia, October, 2005.
 - a. Minimally Invasive UKA: why it works, when it doesn't
 - b. Oxinium, the science behind the ceramic
 - c. Minimally invasive Total Knee Replacement—a step in the right direction?
 - d. Keys to a successful revision Total Knee Replacement
- 96) Promos Total Shoulder Symposium, MERIN, Las Vegas, NV, October, 2005.
 - a. Assist Dr. Francis Mendoza with cadaver workshop for symposium
- 97) North American Hip & Knee Symposium, Smith & Nephew Orthopaedics, Copper Mountain, CO, February, 2006
 - a. Square Peg in a Round Hole: The Platform System
 - b. Platform total hip arthroplasty technique workshop
- 98) Promos Total Shoulder Symposium, ScienceCare Bioskills, Phoenix, AZ, February, 2006.
 - a. Assist Dr. Francis Mendoza with cadaver workshop for symposium
- 99) 73rd Annual Meeting of the American Academy of Orthopaedic Surgeons, Plus Orthopedics Booth Presentations, Chicago, IL, March, 2006.
 - a. Why Tapered and Why Lateralized Femoral Stems
 - b. Clinical Pitfalls: What did I Learn with MIS?

- 100) Reconstruction of the Diseased Hip, Plus Orthopedics, Rathaus/Town Hall, Bern, Switzerland, May, 2006
 - a. Posterior Approach MIS THA
- 101) Plus Orthopedics Advanced Sales Training, San Diego, CA, June, 2006.
 - a. Competitive Hip Stems
 - b. SLR-Plus Revision Stem
 - c. MIS SL-Plus Surgical Technique
 - d. SL-Plus Tapered Stem Philosophy
 - e. Basics of Templating for THA
- 102) MIS Meets CAOS, Hyatt Regency Scottsdale at Gainey Ranch, Scottsdale, AZ, October, 2006.
 - a. Lessons Learned after 2000 MIS THA's
- 103) Encore Product Training Workshop and Cadaver Lab, MERIN, Las Vegas, NV
 - a. CLP Tapered Stem Philosophy Presentation
 - b. Cadaver surgery demonstration, CLP tapered stem
- 104) Orthopedic Education Summit, Park City, Utah, January, 2008
 - a. Zweymüller Stems: Design, Philosophy and Results
 - b. MIS THA: Its Role in 2008
- 105) V Convegno Internazionale, Le Revisioni, Rome, Italy, May, 2008
 - a. Revision of unstable hip: how to restore reliable bio-mechanics?
 - b. Panel participant, Socratic Debate, Revision Total Hip Arthroplasty
- 106) Orthopedic Educational Summit, DJO Surgical, Snowbird, UT, January, 2009.
 - a. Use of the Woodpecker Pneumatic Broach with the CLP Hip Stem
 - b. Ceramic-on-Ceramic THA: The Good with the Bad
 - c. Moderator, Hip Session II and panel discussion
- 107) 76th Annual Meeting of the American Academy of Orthopaedic Surgeons, Las Vegas, NV, February, 2009
 - a. Poster Presentation: The Effect of Prosthetic Design on Squeaking after Total Hip Arthroplasty

PRESENTATIONS AT LOCAL MEETINGS:

- 1)"Extra-Abdominal Fibromatosis: Current Knowledge," presented at Grand Rounds to U.C. Davis Medical Center Faculty, Staff, and Residents, Sacramento, CA, October, 1986.
- 2)"Osteosarcoma: State of the Art," presented at Grand Rounds to U.C. Davis Medical Center orthopaedic Faculty, Staff, and Residents, Sacramento, CA, August, 1987.
- 3)"Orthopaedic Materials," presented at Total Joint Conference to Hennepin County Medical Center and Metropolitan-Mount Sinai Medical Center Orthopaedic Faculty, Staff, and Residents, Minneapolis, MN, August, 1990.

- 4)"Thromboembolic Disease," presented at Total Joint Conference to Hennepin County Medical Center and Metropolitan-Mount Sinai Medical Center Orthopaedic Faculty, Staff, and Residents, Minneapolis, MN, September, 1990.
- 5)"Current Concepts in Total Joint Arthroplasty," booth staffed and questions answered for Arthritis Fair sponsored by The Arthritis Care Program of Metropolitan-Mount Sinai Medical Center, Minneapolis, MN, September, 1990.
- 6)"Rheumatoid Arthritis," presented at Total Joint Conference to Hennepin County Medical Center and Metropolitan-Mount Sinai Medical Center Orthopaedic Faculty, Staff, and Residents, Minneapolis, MN, September, 1990.
- 7)"Advancements in Total Joint Surgery," presented to general public, Wayzata, MN, sponsored by The Arthritis Care Program of Metropolitan-Mount Sinai Medical Center, Minneapolis, MN, October, 1990.
- 8)"Osteoarthritis," presented at Total Joint Conference to Hennepin County Medical Center and Metropolitan-Mount Sinai Medical Center Orthopaedic Faculty, Staff, and Residents, Minneapolis, MN, October, 1990.
- 9)"Juvenile Rheumatoid Arthritis," presented at Total Joint Conference to Hennepin County Medical Center and Metropolitan-Mount Sinai Medical Center Orthopaedic Faculty, Staff, and Residents, Minneapolis, MN, November, 1990.
- 10)"The Seronegative Spondyloarthropathies," presented at Total Joint Conference to Hennepin County Medical Center and Metropolitan-Mount Sinai Medical Center Orthopaedic Faculty, Staff, and Residents, Minneapolis, MN, January, 1991.
- 11)"Infection after Total Hip Arthroplasty," presented at Total Joint Conference to Hennepin County Medical Center and Metropolitan-Mount Sinai Medical Center Orthopaedic Faculty, Staff, and Residents, Minneapolis, MN, February, 1991.
- 12)"Knee Alignment after Total Knee Arthroplasty," presented at Total Joint Conference to Hennepin County Medical Center and Metropolitan-Mount Sinai Medical Center Orthopaedic Faculty, Staff, and Residents, Minneapolis, MN, March, 1991.
- 13)"Knee Alignment after Total Knee Arthroplasty," presented at Pre-Genesis Total Knee System Review to French orthopaedists, Metropolitan-Mount Sinai Medical Center, Minneapolis, MN, March 1991.
- 14)"Management of Bone Deficiency in Total Hip Arthroplasty," presented at Total Joint Conference to Hennepin County Medical Center and Metropolitan-Mount Sinai Medical Center Orthopaedic Faculty, Staff, and Residents, Minneapolis, MN, July, 1991.

- 15)"Joint Replacement Surgery: a Solution to Disabling Arthritis," presented to residents of Sierra Vista Retirement Center, Las Vegas, NV, August, 1991.
- 16)"Joint Replacement Surgery: a Solution to Disabling Arthritis," presented to Kiwanas Club Senior Citizens, Alula Center, Las Vegas, NV, October, 1991.
- 17)"Joint Replacement Surgery: a Solution to Disabling Arthritis," presented to PSI, Oasis Chapter, Cattleman's Restaurant, Las Vegas, NV, March, 1992.
- 18)"Recent Advances in Joint Replacement Surgery," presented to senior citizens at Humana Sunrise, Las Vegas, NV, March, 1992.
- 19)"Joint Replacement Surgery: a Solution to Disabling Arthritis," presented to Silver Crest Nursing Care Center, Las Vegas, NV, March, 1992.
- 20)"Recent Advances in Joint Replacement Surgery," presented to Arthritis Support Group, sponsored by the Arthritis Foundation, Las Vegas, NV, March, 1992.
- 21)"Revision Total Joint Arthroplasty," presented to the Nevada Physical Therapy Association, Las Vegas, NV, September, 1992.
- 22)"Rehabilitation after Spinal Surgery," presented to physical therapists, Humana Sunrise Hospital, Las Vegas, NV, December, 1992.
- 23)"Recent Advances in Arthritis Surgery," presented at Humana Sunrise Hospital, Las Vegas, NV, February, 1994.
- 24)"Thromboembolic Disease," presented to C-300 nurses, Humana Sunrise Hospital, Las Vegas, NV, May, 1994.
- 25)"Care of the Post-Op Hip Surgery Patient," presented to C-300 nurses, Humana Sunrise Hospital, Las Vegas, NV, July, 1994.
- 26)"Restoration of Knee Function after Total Knee Arthroplasty," presented to the Nevada Orthopaedic Society in conjunction with the Western Orthopaedic Association, Ruth's Chris Steak House, Las Vegas, NV, August, 1994.
- 27)"Care of the Post-Op Knee Surgery Patient," presented to C-300 nurses, Humana Sunrise Hospital, Las Vegas, NV, October, 1994.
- 28)"Recent Advances in Arthritis Surgery," presented to the Sun City Seniors Group, Las Vegas, NV, January, 1995.
- 29)"Recent Advances in Arthritis Surgery," presented to the Montara Meadows Seniors Group, Las Vegas, NV, August, 1995.

- 30) "Hip Pain: Is it Always the Hip?" presented to the Sunrise Mountainview Senior Friends, Las Vegas, NV, September, 1995.
- 31) "Feel Like the Golden Years are Passing you By? (What you can Expect after your Hip or Knee Replacement Surgery)," presented for Spotlight on Physicians conference, Sunrise Senior Friends, Las Vegas, NV, October, 1995.
- 32) "Knee Pain--Causes and Treatment," presented to the Sunrise Mountainview Senior Friends, Las Vegas, NV, October, 1995.
- 33) "From Model-T to Mercedes-Benz--Advances in Arthritis Surgery," presented to the Sunrise Mountainview Senior Friends, Las Vegas, NV, November, 1995.
- 34) "Treatment of Hip and Knee Arthritis—Taking the Conservative Road," presented to physicians, nurses, and other health professionals, Sunrise Hospital and Medical Center, Las Vegas, NV, February, 1996.
- 35) "Care of the Post-op Total Hip and Total Knee Surgery Patient," presented to nurses and physical therapists, Mountainview Hospital, Las Vegas, NV, March, 1998.
- 36) Demonstrated Genesis II surgical technique to 15 German Surgeons, Desert Springs Hospital, October, 1998.
- 37) Presentations to athletic trainers and physical therapists at UNLV, Las Vegas, November, 1998:
 - a. "Anatomy of the Hip"
 - b. "Indications for THA"
 - c. "THA: The Procedure"
- 38) Presentations to the Nevada Physical Therapy Association, UNLV, Las Vegas, January, 1999:
 - a. "Anatomy of the Hip"
 - b. "Indications for THA"
 - c. "THA: The Procedure"
- 39) "Post-op Care of the THA/TKA Patient," presented to nurses and physical therapists, Mountainview Hospital, Las Vegas, NV, June, 1999.
- 40) Degenerative Joint Disease Symposium, Sunrise Hospital Auditorium, Las Vegas, Nevada, August, 2000.
 - a. "THA: Options and Post-op Concerns"
 - b. "TKA: Options and Post-op Concerns"
- 41) Hip and Knee Golf Tournament, Desert Willow Golf Course, Sun City MacDonald Ranch, Henderson, Nevada, March 2001
 - a. "What's New in Hip and Knee Replacement"
 - b. Radio Talk Show, KNEWS 970 AM, John David Wells, March 20, 2001

- c. Radio Talk Show, KDWN 720 AM, Les Kincaid at the Mandalay Bay,
March 10, 2001
- 42) In-service presented to nurses and staff at Spring Valley Hospital, Las Vegas, NV,
December 5, 2003
 - a. Care of the Post-Op TKA and THA Patient

TELEVISION TALK SHOWS:

“Advances in Total Joints,” on Health Images, KTV Las Vegas (Cable 42), Drs. Luke Cesaretti and William Boren, hosts, January 22, 1998.

RADIO TALK SHOWS:

- 1. "Bone Cancer," on Life Line, KDWN, Las Vegas, Gail Allen, Host, November 21, 1993.
- 2. “Mini Incision for Total Hip Arthroplasty,” on Building Nevada, KVVC, Stephen Brock, host, November 16, 1997.

1 **RSPN**

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22 **DISTRICT COURT**

23 **CLARK COUNTY, NEVADA**

24 JOSEPH FOLINO, an individual and NICOLE
25 FOLINO, an individual,

26 Plaintiff(s),

27 v.

28 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

**DEFENDANT TODD SWANSON'S RESPONSES TO PLAINTIFF'S FIRST REQUEST
FOR INTERROGATORIES**

TO: JOSEPH FOLINO, and NICOLE FOLINO, Plaintiff, and

1 TO: RUSTY GRAF, ESQ., their Attorney.

2 Defendant TODD SWANSON by and through its attorney CHRISTOPHER M. YOUNG,
3 ESQ., of the law firm of CHRISTOPHER M. YOUNG, PC, hereby responds to Plaintiff's First
4 Set of Interrogatories pursuant to N.R.C.P. 33, as follows:

5 **INTERROGATORY NO. 1:**

6 Please state your name, date of birth, social security number, and any aliases or
7 other names you may have been known by.

8 **RESPONSE NO. 1:**

9 Todd V. Swanson. DOB January 16, 1959. SSN: XXX-XX-7133. No aliases.

10 **INTERROGATORY NO. 2:**

11 Please state the name, address, and contact information of each person known to you,
12 your attorneys, agents or any investigators employed by you or your attorneys or by anyone
13 acting on your behalf, having knowledge of facts relevant to the subject matter or this action.

14 For each person, please state:

15 (a)The subject matter allegedly known by each such person regarding this matter;

16 (b)Whether any such person had provided to anyone a written, recorded transcribed or
17 other graphic statement or representation concerning the subject matter of this action; and

18 (c)Whether you intend to call the individual as a witness at the time of the trial.

19 **RESPONSE NO. 2:**

20 1. Nicole "Nicky" Whitfield. 2435 Marlene Way, Henderson, NV 89014. 702-816-1405.

21 Nicky was employed by myself and worked out of my house beginning 8 days after the
22 2/16/2017 water leak and at the time of the sale to the Folinos and the 11/7/2017 water leak. She
23 was also present for the repair and remediation of both leaks.

24 Nicky prepared a timeline of events for the 11/7/2017 water leak, a summary of her
25 communications with Buyers and their agent at the time of the sale of the subject property, and
26 an affidavit for the mediation.

27 ///

1 **RESPONSE NO. 3:**

2 Lyons Development, LLC (100%): 9/12/2008 – 7/29/2013; 2/3/2014 – 11/17/2017.

3 Todd Swanson (100%,): 7/29/2013 - 2/3/2014.

4 **INTERROGATORY NO. 4:**

5 Please identify the first time you became aware of any form of water leak, water loss or
6 water damage at the Property, how you became aware of the water leak, water loss, or water
7 damage, and what actions were taken as a result.

8 **RESPONSE NO. 4:**

9 8/2/2015

10 The carpet in the master closet was damp and later a rush of water came from under the
11 master bathroom sink.

12 I turned off the water main and called Rakeman Plumbing who sent a plumber out that day
13 to repair the leaks. I also immediately vacuumed and dried all visibly wet flooring areas.

14 Rakeman Plumbing also sent out a water remediation specialist to thoroughly dry out all the
15 wet areas, and later other trades to repair or replace carpet, baseboards, cabinets, and
16 drywall.

17 I also had Rakeman Plumbing check all visible plumbing fittings throughout the house to be
18 sure they were securely attached.

19 **INTERROGATORY NO. 5:**

20 Please identify each and every incident of water leakage, water loss or water damage,
21 which occurred at the Property from January 1, 2015 to the date the Property was transferred to
22 Plaintiffs, how you became aware of each water leak, water loss, or drywall damage from
23 January 1, 2015 to the date the Property was transferred to Plaintiff, and what actions were taken
24 as a result of each incident.

25 **RESPONSE NO. 5:**

26 A. Hot water recirculating pump leak near master closet and connector fitting slippage
27 under master bathroom sink
28

1 8/2/2015

2 The carpet in the master closet was damp and later a rush of water came from under the
3 master bathroom sink.

4 I turned off the water main and called Rakeman Plumbing who sent a plumber out that day
5 to repair the leaks. I also immediately vacuumed and dried all visibly wet flooring areas.

6
7 B. Hot water recirculating pump leak in single garage

8 8/3/2015

9 I found water in the single garage.

10 I called Rakeman Plumbing who sent a plumber out that day to repair the leaks. Then water
11 remediation specialist to dry out the garage, and later drywall and media/low voltage trades
12 to finalize repairs.

13
14 C. Leaking water pipe near master closet

15 2/16/2017.

16 The carpet in the master closet was damp.

17 I called Rakeman Plumbing who came out that day to repair the leak. They then sent out a
18 water remediation specialist to dry out all areas. Then carpet, baseboard, drywall, and
19 cabinet trades to make repairs.

20
21 D. Leaking water pipe near master closet

22 11/7/2017

23 My assistant, Nicole Whitfield, found moisture in the master closet when she came to work
24 at my house.

25 Nicky called Rakeman Plumbing who came out that day to repair the leak. Then they sent
26 out a water remediation specialist to dry out all areas. A mold testing company was called
27 after the closet was dry, then carpet, baseboard, cabinet, and drywall trades to make repairs.

1 I immediately called Ivan Sher who notified the Buyers' agent of the water leak, and I made
2 a written disclosure of the leak to the Buyer.

3 **INTERROGATORY NO. 6:**

4 Please identify the individuals or entities who were responsible for the initial construction
5 of the Property, the scope of their responsibilities, and the identity of the original plumbing
6 subcontractor.

7 **RESPONSE NO. 6:**

8 Blue Heron designed and built the house. Rakeman Plumbing did all the plumbing.

9 **INTERROGATORY NO. 7:**

10 Please identify all persons and/or businesses who have performed any type of repairs,
11 remodeling, repiping, or construction involving the plumbing system at the Property or who have
12 inspected the Property for any reason from January 1, 2015 to the date the Property was
13 transferred to Plaintiffs.

14 **RESPONSE NO. 7:**

15 A. Rakeman Plumbing: 4075 Lossee Rd., N. Las Vegas, NV 89030. 702-642-8553

16 B. Water remediation company—I don't know the name of the company; they were hired
17 by Rakeman Plumbing.

18 C. Infinity Environmental Services, LLC, 9594 Newton Grove Ct., Las Vegas, NV 89148.
19 702-736-7437: Mold testing.

20 D. Absolute Cabinetry: repaired closet cabinets after water intrusion.

21 E. EH Design: Low voltage/media subcontractor replaced damaged low voltage electrical in
22 the single garage.

23 F. I don't recall the names of the companies who repaired drywall, baseboards, or carpet.
24 These trades were hired by Rakeman Plumbing.

25 **INTERROGATORY NO. 8:**

26 Please state with specificity the dates, manner (text, phone, email, or other form of
27 correspondence), and content of your communications with the company Uponor regarding
28

1 the use of their products on the Property, the recall of their products, any notice of defect
2 they provided, and the warranty you held for their products.

3 **RESPONSE NO. 8:**

4 I have had no communication with Uponor at any time.

5 **INTERROGATORY NO. 9:**

6 Please state when you became aware of the class action lawsuit pending against the
7 company Kitec for defective products.

8 **RESPONSE NO. 9:**

9 I did not know of a class action lawsuit against Kitec.

10 **INTERROGATORY NO. 10:**

11 Please state with specificity the reason or reasons you marked no on the seller's real
12 property disclosure form for the question asking are you aware of "previous or current moisture
13 conditions and/or water damage."

14 **RESPONSE NO. 10:**

15 It was my understanding that if there were no ongoing problems with the property (i.e. any prior
16 problem had been fully repaired), that the proper way to answer the questions on the SRPD was
17 "no."

18 **INTERROGATORY NO. 11:**

19 Please state your rationale for why a repaired leak does not qualify as a "previous"
20 moisture condition.

21 **RESPONSE NO. 11:**

22 Objection, calls for a legal conclusion and invades the attorney/client privilege.

23 **INTERROGATORY NO. 12:**

24 Please identify and state insurance and/or warranty claims made due to water leakage,
25 water loss, water damage, defective pipes, or plumbing fixtures at the Property and identify
26 which individual or entity filed said claims.

27 ///

28

1 **RESPONSE NO. 12:**

2 All plumbing issues were related to the water leaks described herein above and were covered
3 under warranty by Rakeman Plumbing and/or, as I have now become aware, Uponor.

4 **INTERROGATORY NO. 13:**

5 Please state with specificity each time you contacted Rakeman Plumbing regarding work
6 at the property, each time employees or Rakeman Plumbing visited the Property, and identify
7 exactly what actions were taken by Rakeman Plumbing each time they visited the Property.

8 **RESPONSE NO. 13:**

9 Rakeman Plumbing installed the original plumbing when the house was constructed. They were
10 called and came to the house with each water leak as described above and as needed thereafter to
11 assess and ensure that all issues related to the leaks were repaired. I don't recall specific dates
12 that they visited the property or communications with them other than the initial contact when
13 each water leak occurred as described above and an email and phone call from Aaron Hawley on
14 12/12/2017 when he learned that Uponor recommended re-piping the house. My assistant,
15 Nicky, may have had additional contact with Rakeman after the 11/7/2017 leak to coordinate
16 remediation, repairs, and mold testing.

17 **INTERROGATORY NO. 14:**

18 Please identify each and every lawsuit to which you have been a party.

19 **RESPONSE NO. 14:**

20 Objection. This interrogatory is unduly burdensome and not limited in time or scope and
21 otherwise not reasonably calculated to lead to the discovery of admissible evidence. Information
22 of this nature is publicly available and equally as accessible to the Plaintiffs.

23 **INTERROGATORY NO. 15:**

24 Please state with specificity if you have any occurrences of mold or other moisture
25 related damages in homes you have owned or occupied from January 1, 2000 to present.

26 ///

27 ///

1 **RESPONSE NO. 15:**

2 Objection. This interrogatory is not reasonably calculated to lead to the discovery of admissible
3 evidence. Without waiving said objection, my ex-wife and I purchased a house at 8123 Planting
4 Fields Place, Las Vegas, NV 89117 around 2000 that we eventually found to have construction
5 defects resulting in slow water leaks and airborne mold.

6 **INTERROGATORY NO. 16:**

7 Please state any health problems you have personally suffered or claims you have filed
8 for exposure to mold or other moisture related damages in homes you have owned or occupied
9 and identify any healthcare professionals you have seen regarding these health problems.

10 **RESPONSE NO. 16:**

11 Objection. This interrogatory is not reasonably calculated to lead to the discovery of admissible
12 evidence. Without waiving said objection, I required sinus surgery by Dr. Walter Schroeder in
13 2001 that was thought to be related to chronic exposure to mold spores from 8123 Planting
14 Fields Place. I made a claim against the builder, Trophy Homes.

15 **INTERROGATORY NO. 17:**

16 Please state any claims that you children or wife have filed for exposure to mold or other
17 moisture related damages in homes you have owned or occupied and identify any healthcare
18 professionals you have seen regarding these health problems.

19 **RESPONSE NO. 17:**

20 Objection. This interrogatory is not reasonably calculated to lead to the discovery of admissible
21 evidence. Without waiving said objection, two of my children also required sinus surgery by Dr.
22 Walter Schroeder thought to be related to chronic exposure to mold spores from 8123 Planting
23 Fields Place. My ex-wife made a construction defect claim against Trophy Homes for expenses
24 incurred to remediate the residence, for loss of use of the residence, and the children's medical
25 problems.

26 ///

27 ///

1 **INTERROGATORY NO. 18:**

2 Please state the date you first communicated with Repipe Specialist of Nevada and with
3 specificity identify all work they conducted at the Property.

4 **RESPONSE NO. 18:**

5 I have had no communications with Repipe Specialists of Nevada.

6 **INTERROGATORY NO. 19:**

7 Please state the exact dates during which you occupied the Property.

8 **RESPONSE NO. 19:**

9 I occupied the property from April 2015 through 11/27/2017.

10 **INTERROGATORY NO. 20:**

11 Please state with specificity the actions you took following any repairs conducted by
12 Rakeman Plumbing from January 1, 2015 to present to ensure that the work they performed had
13 been fully and properly completed.

14 **RESPONSE NO. 20:**

15 I observed some of the work done to repair the plumbing and areas affected by the water.
16 However, I am not a plumbing or contracting expert, so I relied on Rakeman Plumbing and the
17 various trades to properly repair all items. All repairs appeared to me as a layperson to be
18 satisfactory, and the areas with water leaks appeared as new after the repairs.

19 **INTERROGATORY NO. 21:**

20 Please state whether you have had any communications with the Summerlin Association
21 regarding any water leakage, water loss, water damage, construction, repair, or remodeling at the
22 Property and state the content of those communications.

23 **RESPONSE NO. 21:**

24 I do not recall having any communications with the Summerlin Association regarding any water
25 leakage, water loss, water damage, construction, repair, or remodeling at the Property.

26 ///

27 ///

1 **INTERROGATORY NO. 22:**

2 Please state whether you have had any communications with Ivan Sher or any other real
3 estate agent regarding any water leakage, water loss, water damage, construction, repair, or
4 remodeling at the Property and state the content of those communications.

5 **RESPONSE NO. 22:**

6 While I cannot recall any specific conversation, I'm sure I discussed the 2015 water leaks with
7 Kelly Contenta, but not in the context of a realtor but because she was living with me at the time.
8 I discussed the 11/7/2017 water leak with Ivan Sher since the house was under contract. His
9 company notified the Buyers' agent of the leak, and we made a written disclosure to the Buyer.
10 I emailed Ivan Sher on 12/15/2017 to inform him of Uponor's recommendation to repipe the
11 house after Aaron Hawley made me aware of it and to discuss Mrs. Folino's reaction to the news
12 and comments made to Aaron Hawley regarding a potential lawsuit.
13 Ivan Sher discussed with me and later emailed me on 7/5/2018 his opinion regarding diminution
14 of value after repiping a house.

15 DATED this 23rd day of December, 2019.

16 CHRISTOPHER M. YOUNG, PC

17 */s/ Christopher M. Young*

18 CHRISTOPHER M. YOUNG, ESQ.

19 Nevada Bar No. 7961

20 2460 Professional Court, #200

21 Las Vegas, Nevada 89128

22 Tel: (702) 240-2499

23 Fax: (702) 240-2489

24 cyoung@cotomlaw.com

25 Attorney for Defendant Todd Swanson, et al.

1 Defendants have not made final decisions on which witnesses may be ultimately called to testify
2 at trial.

3
4 2. Ivan Sher, BHHS Nevada Properties/The Ivan Sher Group, 10777 W Twain Ave #333, Las
5 Vegas, NV 89135. 702-315-0223

6 Mr. Sher was my broker when the property was sold to the Folinos and is familiar with the sale
7 of the property and has knowledge of the effect of repair of a problem on the value of the real
8 property.

9 Mr. Sher drafted a letter addressing the effect of the replacing the water pipes on the value of a
10 home.

11 Defendants have not made final decisions on which witnesses may be ultimately called to testify
12 at trial.

13
14 3. Kelly Contenta, real estate agent for BHHS Nevada Properties (now The Ivan Sher Group) at
15 the time of the sale of the subject property. She was also my girlfriend who cohabitated the
16 subject property in 2015 when the first leaks occurred. 1604 Pacific Tide Pl., Las Vegas, NV
17 89144

18 Kelly observed the 2015 water leaks as well as the repairs and remediation of the water leaks.

19 To my knowledge Kelly has not provided any statements regarding the facts or circumstances at
20 issue in this litigation.

21 Defendants have not made final decisions on which witnesses may be ultimately called to testify
22 at trial.

23 **INTERROGATORY NO. 3:**

24 Please identify which individuals or entities owned any portion of the Property and
25 what percentage of ownership each individual or entity possessed prior to the Property's
26 sale to Plaintiffs.

27 ///

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 23rd day of December, 2019, service of the foregoing

4 **DEFENDANT TODD SWANSON'S RESPONSES TO PLAINTIFF'S FIRST REQUEST**
5 **FOR INTERROGATORIES** was electronically filed and served on counsel through the

6 Court's electronic service system as follows:

7 Rusty Graf, Esq.
8 Black & Lobello
9 10777 West Twain Avenue, 3rd Floor
10 Las Vegas, Nevada 89135
11 Tel: (702) 869-8801
12 Fax: (702) 869-2669
13 tblack@blacklobello.law
14 Attorney for Plaintiff

15 /s/ *Myra Hyde*
16 An Employee of
17 CHRISTOPHER M. YOUNG, PC
18
19
20
21
22
23
24
25
26
27
28

1 VERIFICATION

2
3 STATE OF NEVADA)
4) ss:
COUNTY OF CLARK)

5 TODD V. SWANSON being duly sworn according to law, deposes and says:

6 That he is authorized to answer these Interrogatories on behalf of said Defendant, that he/
7 has read the foregoing DEFENDANT TODD SWANSON'S RESPONSES TO
8 PLAINTIFF'S FIRST REQUEST FOR INTERROGATORIES, knows the contents thereof
9 and that the same are true to the best of his knowledge, except as to the matters therein set forth
10 upon information and belief, and as to those matters, he/she believes them to be true.
11
12
13
14

15 TODD V. SWANSON

16
17 SUBSCRIBED AND SWORN TO before me
18 this ____ day of _____, 2019.

19
20 NOTARY PUBLIC In and For Said
County and State

21
22
23 H:\Open Case Files\0816.502\DISCOVERY\RESP to ROGGS - Swanson Trustee
24
25
26
27
28

RSPN

CHRISTOPHER M. YOUNG, ESQ.

Nevada Bar No. 7961

JAY T. HOPKINS, ESQ.

Nevada Bar No. 3223

CHRISTOPHER M. YOUNG, PC

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Nevada Bar No. 8078

GALLIHER LEGAL P.C.

1850 East Sahara Avenue, Suite 107

Las Vegas, Nevada 89104

Telephone: (702) 735-0049

Facsimile: (702) 735-0204

jgallier@gallierlawfirm.com

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,

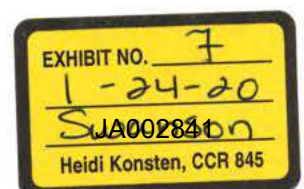
Defendant(s).

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

**DEFENDANT TODD SWANSON'S, AS TRUSTEE OF THE SHIRAZ TRUST,
RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR INTERROGATORIES**

TO: JOSEPH FOLINO, and NICOLE FOLINO, Plaintiff, and

TO: RUSTY GRAF, ESQ., their Attorney.



1 Defendant TODD SWANSON, as Trustee of the Shiraz Trust, by and through its attorney
2 CHRISTOPHER M. YOUNG, ESQ., of the law firm of CHRISTOPHER M. YOUNG, PC,
3 hereby responds to Plaintiff's First Set of Interrogatories pursuant to N.R.C.P. 33, as follows:

4 **INTERROGATORY NO. 1:**

5 Please state when, where, and by whom the Shiraz Trust was formed and identify
6 with specificity each Trustee and Beneficiary of the Shiraz Trust, and please state any
7 other names by which the Trust has ever been known.

8 **RESPONSE NO. 1:**

9 Formed 8/27/2008, Nevada, by Shannon Evans, Esq.

10 Co-trustees: Todd Swanson and Shannon Evans

11 Beneficiaries:

12 Todd V. Swanson

13 Taylor C. Swanson

14 Adam V. Swanson

15 Kelsey L. Swanson

16 Audrey J. Swanson

17 No other names.

18 **INTERROGATORY NO. 2:**

19 Please state the name, address, and contact information of each person known to you,
20 your attorneys, agents or any investigators employed by you or your attorneys or by anyone
21 acting on your behalf, having knowledge of facts relevant to the subject matter or this action.

22 For each person, please state:

23 (a)The subject matter allegedly known by each such person regarding this matter;

24 (b)Whether any such person had provided to anyone a written, recorded transcribed or
25 other graphic statement or representation concerning the subject matter of this action; and

26 (c)Whether you intend to call the individual as a witness at the time of the trial.
27
28

1 **RESPONSE NO. 2:**

2 1. Nicole "Nicky" Whitfield. 2435 Marlene Way, Henderson, NV 89014. 702-816-1405.

3 Nicky was employed by myself and worked out of my house beginning 8 days after the
4 2/16/2017 water leak and at the time of the sale to the Folinos and the 11/7/2017 water leak. She
5 was also present for the repair and remediation of both leaks.

6 Nicky prepared a timeline of events for the 11/7/2017 water leak, a summary of her
7 communications with Buyers and their agent at the time of the sale of the subject property, and
8 an affidavit for the mediation.

9 Defendants have not made final decisions on which witnesses may be ultimately called to testify
10 at trial.

11
12 2. Ivan Sher, BHHS Nevada Properties/The Ivan Sher Group, 10777 W Twain Ave #333, Las
13 Vegas, NV 89135. 702-315-0223

14 Mr. Sher was the Seller's broker when the property was sold to the Folinos and is familiar with
15 the sale of the property and has knowledge of the effect of repair of a problem on the value of the
16 real property.

17 Mr. Sher drafted a letter addressing the effect of the replacing the water pipes on the value of a
18 home.

19 Defendants have not made final decisions on which witnesses may be ultimately called to testify
20 at trial.

21
22 3. Kelly Contenta, real estate agent for BHHS Nevada Properties (now The Ivan Sher Group) at
23 the time of the sale of the subject property. She was also my girlfriend who cohabitated the
24 subject property in 2015 when the first leaks occurred. 1604 Pacific Tide Pl., Las Vegas, NV
25 89144

26 Kelly observed the 2015 water leaks as well as the repairs and remediation of the water leaks.
27
28

1 To my knowledge Kelly has not provided any statements regarding the facts or circumstances at
2 issue in this litigation.

3 Defendants have not made final decisions on which witnesses may be ultimately called to testify
4 at trial.

5 **INTERROGATORY NO. 3:**

6 Please identify which individuals or entities owned any portion of the Property and
7 what percentage of ownership each individual or entity possessed prior to the Property's
8 sale to Plaintiffs.

9 **RESPONSE NO. 3:**

10 Lyons Development, LLC (100%): 9/12/2008 – 7/29/2013; 2/3/2014 – 11/17/2017.

11 Todd Swanson (100%,): 7/29/2013 - 2/3/2014.

12 **INTERROGATORY NO. 4:**

13 Please identify the first time you became aware of any form of water leak, water loss or
14 water damage at the Property, how you became aware of the water leak, water loss, or water
15 damage, and what actions were taken as a result.

16 **RESPONSE NO. 4:**

17 8/2/2015

18 The carpet in the master closet was damp and later a rush of water came from under the
19 master bathroom sink.

20 I turned off the water main and called Rakeman Plumbing who sent a plumber out that day
21 to repair the leaks. I also immediately vacuumed and dried all visibly wet flooring areas.

22 Rakeman Plumbing also sent out a water remediation specialist to thoroughly dry out all the
23 wet areas, and later other trades to repair or replace carpet, baseboards, cabinets, and
24 drywall.

25 I also had Rakeman Plumbing check all visible plumbing fittings throughout the house to be
26 sure they were securely attached.

27 ///

1 **INTERROGATORY NO. 5:**

2 Please identify each and every incident of water leakage, water loss or water damage,
3 which occurred at the Property from January 1, 2015 to the date the Property was transferred to
4 Plaintiffs, how you became aware of each water leak, water loss, or drywall damage from
5 January 1, 2015 to the date the Property was transferred to Plaintiff, and what actions were taken
6 as a result of each incident.

7 **RESPONSE NO. 5:**

8 A. Hot water recirculating pump leak near master closet and connector fitting slippage
9 under master bathroom sink

10 8/2/2015

11 The carpet in the master closet was damp and later a rush of water came from under the
12 master bathroom sink.

13 I turned off the water main and called Rakeman Plumbing who sent a plumber out that day
14 to repair the leaks. I also immediately vacuumed and dried all visibly wet flooring areas.
15

16 B. Hot water recirculating pump leak in single garage

17 8/3/2015

18 I found water in the single garage.

19 I called Rakeman Plumbing who sent a plumber out that day to repair the leaks. Then water
20 remediation specialist to dry out the garage, and later drywall and media/low voltage trades
21 to finalize repairs.
22

23 C. Leaking water pipe near master closet

24 2/16/2017.

25 The carpet in the master closet was damp.
26
27
28

1 I called Rakeman Plumbing who came out that day to repair the leak. They then sent out a
2 water remediation specialist to dry out all areas. Then carpet, baseboard, drywall, and
3 cabinet trades to make repairs.

4
5 D. Leaking water pipe near master closet

6 11/7/2017

7 My assistant, Nicole Whitfield, found moisture in the master closet when she came to work
8 at my house.

9 Nicky called Rakeman Plumbing who came out that day to repair the leak. Then they sent
10 out a water remediation specialist to dry out all areas. A mold testing company was called
11 after the closet was dry, then carpet, baseboard, cabinet, and drywall trades to make repairs.

12 I immediately called Ivan Sher who notified the Buyers' agent of the water leak, and I made
13 a written disclosure of the leak to the Buyer.

14 **INTERROGATORY NO. 6:**

15 Please identify the individuals or entities who were responsible for the initial construction
16 of the Property, the scope of their responsibilities, and the identity of the original plumbing
17 subcontractor.

18 **RESPONSE NO. 6:**

19 Blue Heron designed and built the house. Rakeman Plumbing did all the plumbing.

20 **INTERROGATORY NO. 7:**

21 Please identify all persons and/or businesses who have performed any type of repairs,
22 remodeling, repiping, or construction involving the plumbing system at the Property or who have
23 inspected the Property for any reason from January 1, 2015 to the date the Property was
24 transferred to Plaintiffs.

25 **RESPONSE NO. 7:**

26 A. Rakeman Plumbing: 4075 Lossee Rd., N. Las Vegas, NV 89030. 702-642-8553
27
28

1 B. Water remediation company—I don't know the name of the company; they were hired
2 by Rakeman Plumbing

3 C. Infinity Environmental Services, LLC, 9594 Newton Grove Ct., Las Vegas, NV 89148.
4 702-736-7437: Mold testing

5 D. Absolute Cabinetry: repaired closet cabinets after water intrusion

6 E. EH Design: Low voltage/media subcontractor replaced damaged low voltage electrical
7 in single garage.

8 F. I don't recall the names of the companies who repaired drywall, baseboards, or carpet.
9 These trades were hired by Rakeman Plumbing.

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11 Please state with specificity the dates, manner (text, phone, email, or other form of
12 correspondence), and content of your communications with the company Uponor regarding
13 the use of their products on the Property, the recall of their products, any notice of defect
14 they provided, and the warranty you held for their products.

15 **RESPONSE NO. 8:**

16 I had no communication with Uponor at any time.

17 **INTERROGATORY NO. 9:**

18 Please state when you became aware of the class action lawsuit pending against the
19 company Kitec for defective products.

20 **RESPONSE NO. 9:**

21 I did not know of a class action lawsuit against Kitec.

22 **INTERROGATORY NO. 10:**

23 Please state with specificity the reason or reasons you marked no on the seller's real
24 property disclosure form for the question asking are you aware of "previous or current moisture
25 conditions and/or water damage."

26 ///

27 ///

28

1 **RESPONSE NO. 10:**

2 It was Todd Swanson's understanding that if there were no ongoing problems with the property
3 (i.e. any prior problem had been fully repaired), that the proper way to answer the questions on
4 the SRPD was "no."

5 **INTERROGATORY NO. 11:**

6 Please state your rationale for why a repaired leak does not qualify as a "previous"
7 moisture condition.

8 **RESPONSE NO. 11:**

9 Objection, calls for a legal conclusion and invades the attorney/client privilege.

10 **INTERROGATORY NO. 12:**

11 Please identify and state insurance and/or warranty claims made due to water leakage,
12 water loss, water damage, defective pipes, or plumbing fixtures at the Property and identify
13 which individual or entity filed said claims.

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15 All plumbing issues were related to the water leaks described herein above and were covered by
16 Rakeman Plumbing and/or, as I have now become aware, Uponor.

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19 at the property, each time employees or Rakeman Plumbing visited the Property, and identify
20 exactly what actions were taken by Rakeman Plumbing each time they visited the Property.

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23 called and came to the house with each water leak as described above and as needed thereafter to
24 assess and ensure that all issues related to the leaks were repaired. I don't recall specific dates
25 that they visited the property or communications with them other than the initial contact when
26 each water leak occurred as described above and an email and phone call from Aaron Hawley on
27 12/12/2017 when he learned that Uponor recommended re-piping the house. My assistant,
28

1 Nicky, may have had additional contact with Rakeman after the 11/7/2017 leak to coordinate
2 remediation, repairs, and mold testing.

3 **INTERROGATORY NO. 14:**

4 Please identify each and every lawsuit to which you have been a party.

5 **RESPONSE NO. 14:**

6 Objection. This interrogatory is unduly burdensome and not limited in time or scope and
7 otherwise not reasonably calculated to lead to the discovery of admissible evidence. Information
8 of this nature is publicly available and equally as accessible to the Plaintiffs.

9 **INTERROGATORY NO. 15:**

10 Please state with specificity if you have any occurrences of mold or other moisture
11 related damages in homes you have owned or occupied from January 1, 2000 to present.

12 **RESPONSE NO. 15:**

13 Objection. This interrogatory is not reasonably calculated to lead to the discovery of admissible
14 evidence. Without waiving said objection, my ex-wife and I purchased a house at 8123 Planting
15 Fields Place, Las Vegas, NV 89117 around 2000 that we eventually found to have construction
16 defects resulting in slow water leaks and airborne mold.

17 **INTERROGATORY NO. 16:**

18 Please state the date you first communicated with Repipe Specialists of Nevada and with
19 specificity identify all work they conducted at the Property.

20 **RESPONSE NO. 16:**

21 I have had no communications with Repipe Specialists of Nevada.

22 **INTERROGATORY NO. 17:**

23 Please state with specificity the actions you took following any repairs conducted by
24 Rakeman Plumbing from January 1, 2015 to present to ensure that the work they performed had
25 been fully and properly completed.

26 ///

27 ///

1 **RESPONSE NO. 17:**

2 I observed some of the work done to repair the plumbing and areas affected by the water.
3 However, I am not a plumbing or contracting expert, so I relied on Rakeman Plumbing and the
4 various trades to properly repair all items. All repairs appeared to me as a layperson to be
5 satisfactory, and the areas with water leaks appeared as new after the repairs.

6 **INTERROGATORY NO. 18:**

7 Please state whether you have had any communication with the Summerlin Association
8 regarding any other leakage, water loss, water damage, construction, repair, or remodeling at the
9 Property and state the content of those communications.

10 **RESPONSE NO. 18:**

11 I do not recall having any communications with the Summerlin Association regarding any water
12 leakage, water loss, water damage, construction, repair, or remodeling at the Property.

13 **INTERROGATORY NO. 19:**

14 Please state whether you have had any communication with Ivan Sher or any other real
15 estate agent regarding any water leakage, water loss, water damage, construction, repair or
16 remodeling at the Property, and state the content of those communications.

17 **RESPONSE NO. 19:**

18 While I cannot recall any specific conversation, I'm sure I discussed the 2015 water leaks with
19 Kelly Contenta, but not in the context of a realtor but because she was living with me at the time.
20 I discussed the 11/7/2017 water leak with Ivan Sher since the house was under contract. His
21 company notified the Buyers' agent of the leak, and we made a written disclosure to the Buyer.
22 I emailed Ivan Sher on 12/15/2017 to inform him of Uponor's recommendation to repipe the
23 house after Aaron Hawley made me aware of it and to discuss Mrs. Folino's reaction to the news
24 and comments made to Aaron Hawley regarding a potential lawsuit.
25 Ivan Sher discussed with me and later emailed me on 7/5/2018 his opinion regarding diminution
26 of value after repiping a house.

27 ///

1 DATED this 23rd day of December, 2019.

2 CHRISTOPHER M. YOUNG, PC

3 */s/ Christopher M. Young*

4 CHRISTOPHER M. YOUNG, ESQ.

5 Nevada Bar No. 7961

6 2460 Professional Court, #200

7 Las Vegas, Nevada 89128

8 Tel: (702) 240-2499

9 Fax: (702) 240-2489

10 cyoung@cotomlaw.com

11 Attorney for Defendant Todd Swanson, et al.

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 23rd day of December, 2019, service of the foregoing
4 **DEFENDANT TODD SWANSON'S AS TRUSTEE OF THE SHIRAZ TRUST**
5 **RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR INTERROGATORIES** was
6 electronically filed and served on counsel through the Court's electronic service system as
7 follows:

8 Tisha Black, Esq.
9 Black & Lobello
10 10777 West Twain Avenue, 3rd Floor
11 Las Vegas, Nevada 89135
12 Tel: (702) 869-8801
13 Fax: (702) 869-2669
14 tblack@blacklobello.law
15 Attorney for Plaintiff

14 /s/ *Myra Hyde*
15 An Employee of
16 CHRISTOPHER M. YOUNG, PC
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1 **RSPN**

2 CHRISTOPHER M. YOUNG, ESQ.

3 Nevada Bar No. 7961

4 JAY T. HOPKINS, ESQ.

5 Nevada Bar No. 3223

6 CHRISTOPHER M. YOUNG, PC

7 2460 Professional Court, #200

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9 Tel: (702) 240-2499

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12 jaythopkins@gmail.com

13 JEFFREY L. GALLIHER, ESQ.

14 Nevada Bar No. 8078

15 GALLIHER LEGAL P.C.

16 1850 East Sahara Avenue, Suite 107

17 Las Vegas, Nevada 89104

18 Telephone: (702) 735-0049

19 Facsimile: (702) 735-0204

20 jgallier@gallierlawfirm.com

21 Attorneys for Todd Swanson, et al.

22 **DISTRICT COURT**

23 **CLARK COUNTY, NEVADA**

24 JOSEPH FOLINO, an individual and NICOLE
25 FOLINO, an individual,

26 Plaintiff(s),

27 v.

28 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

**DEFENDANT LYON DEVELOPMENT, LLC'S RESPONSES
TO PLAINTIFF'S FIRST REQUEST FOR INTERROGATORIES**

TO: JOSEPH FOLINO, and NICOLE FOLINO, Plaintiff, and

TO: RUSTY GRAF, ESQ., their Attorney.



1 Defendant LYON DEVELOPMENT, LLC'S by and through its attorney
2 CHRISTOPHER M. YOUNG, ESQ., of the law firm of CHRISTOPHER M. YOUNG, PC,
3 hereby responds to Plaintiff's First Set of Interrogatories pursuant to N.R.C.P. 33, as follows:
4

5 **INTERROGATORY NO. 1:**

6 Please state when and where Lyons Development, LLC, was formed, identify all
7 individuals or entities with an ownership stake in Lyons Development, LLC. Identify all
8 current and former managers and officers of the company and identify any aliases or
9 doing business as names under which Lyons Development, LLC, has ever conducted
10 any business or completed any transactions.

11 **RESPONSE:**

12 Lyons Development LLC. Formed 8/27/2008 in Nevada.

13 Member: Tiger's Tail Management Trust.

14 Managers: Tiger's Tail Management Trust: 8/27/2008 – 8/6/2012; The Shiraz Trust: 8/6/2012 –
15 present.

16 No aliases or dba's.

17 **INTERROGATORY NO. 2:**

18 Please state the name, address, and contact information of each person known to you,
19 your attorneys, agents or any investigators employed by you or your attorneys or by anyone
20 acting on your behalf, having knowledge of facts relevant to the subject matter or this action.

21 For each person, please state:

22 (a)The subject matter allegedly known by each such person regarding this matter;

23 (b)Whether any such person had provided to anyone a written, recorded transcribed or
24 other graphic statement or representation concerning the subject matter of this action; and

25 (c)Whether you intend to call the individual as a witness at the time of the trial.

26 ///

27 ///

1 **RESPONSE NO. 2:**

2 1. Nicole "Nicky" Whitfield. 2435 Marlene Way, Henderson, NV 89014. 702-816-1405.

3 Nicky was employed by myself and worked out of my house beginning 8 days after the
4 2/16/2017 water leak and at the time of the sale to the Folinis and the 11/7/2017 water leak. She
5 was also present for the repair and remediation of both leaks.

6 Nicky prepared a timeline of events for the 11/7/2017 water leak, a summary of her
7 communications with Buyers and their agent at the time of the sale of the subject property, and
8 an affidavit for the mediation.

9 Defendants have not made final decisions on which witnesses may be ultimately called to testify
10 at trial.

11
12 2. Ivan Sher, BHHS Nevada Properties/The Ivan Sher Group, 10777 W Twain Ave #333, Las
13 Vegas, NV 89135. 702-315-0223

14 Mr. Sher was the Seller's broker when the Property was sold to the Folinis and is familiar with
15 the sale of the property and has knowledge of the effect of repair of a problem on the value of the
16 real property.

17 Mr. Sher drafted a letter addressing the effect of the replacing the water pipes on the value of a
18 home.

19 Defendants have not made final decisions on which witnesses may be ultimately called to testify
20 at trial.

21
22 3. Kelly Contenta, real estate agent for BHHS Nevada Properties (now The Ivan Sher Group) at
23 the time of the sale of the subject property. She was also Todd Swanson's girlfriend at the time
24 who cohabitated the subject property in 2015 when the first leaks occurred. 1604 Pacific Tide
25 Pl., Las Vegas, NV 89144

26 Kelly observed the 2015 water leaks as well as the repairs and remediation of the water leaks.
27
28

1 To my knowledge Kelly has not provided any statements regarding the facts or circumstances at
2 issue in this litigation.

3 Defendants have not made final decisions on which witnesses may be ultimately called to testify
4 at trial.

5 **INTERROGATORY NO. 3:**

6 Please identify which individuals or entities owned any portion of the Property and
7 what percentage of ownership each individual or entity possessed prior to the Property's
8 sale to Plaintiffs.

9 **RESPONSE NO. 3:**

10 Lyons Development, LLC (100%): 9/12/2008 – 7/29/2013; 2/3/2014 – 11/17/2017.

11 Todd Swanson (100%,): 7/29/2013 - 2/3/2014.

12 **INTERROGATORY NO. 4:**

13 Please identify the first time you became aware of any form of water leak, water loss or
14 water damage at the Property, how you became aware of the water leak, water loss, or water
15 damage, and what actions were taken as a result.

16 **RESPONSE NO. 4:**

17 8/2/2015

18 The carpet in the master closet was damp and later a rush of water came from under the
19 master bathroom sink.

20 Todd Swanson turned off the water main and called Rakeman Plumbing who sent a plumber
21 out that day to repair the leaks. Todd Swanson also immediately vacuumed and dried all
22 visibly wet flooring areas.

23 Rakeman Plumbing also sent out a water remediation specialist to thoroughly dry out all the
24 wet areas, and later other trades to repair or replace carpet, baseboards, cabinets, and
25 drywall.

26 Todd Swanson also had Rakeman Plumbing check all visible plumbing fittings throughout
27 the house to be sure they were securely attached.

1 **INTERROGATORY NO. 5:**

2 Please identify each and every incident of water leakage, water loss or water damage,
3 which occurred at the Property from January 1, 2015 to the date the Property was transferred to
4 Plaintiffs, how you became aware of each water leak, water loss, or drywall damage from
5 January 1, 2015 to the date the Property was transferred to Plaintiff, and what actions were taken
6 as a result of each incident.

7 **RESPONSE NO. 5:**

8 A. Hot water recirculating pump leak near master closet and connector fitting slippage
9 under master bathroom sink

10 8/2/2015

11 The carpet in the master closet was damp and later a rush of water came from under the
12 master bathroom sink.

13 Todd Swanson turned off the water main and called Rakeman Plumbing who sent a plumber
14 out that day to repair the leaks. Todd Swanson also immediately vacuumed and dried all
15 visibly wet flooring areas.

16
17 B. Hot water recirculating pump leak in single garage

18 8/3/2015

19 Todd Swanson found water in the single garage.

20 Todd Swanson called Rakeman Plumbing who sent a plumber out that day to repair the
21 leaks. Then water remediation specialist to dry out the garage, and later drywall and
22 media/low voltage trades to finalize repairs.

23
24 C. Leaking water pipe near master closet

25 2/16/2017.

26 The carpet in the master closet was damp.

1 Todd Swanson called Rakeman Plumbing who came out that day to repair the leak. They
2 then sent out a water remediation specialist to dry out all areas. Then carpet, baseboard,
3 drywall, and cabinet trades to make repairs.

4
5 D. Leaking water pipe near master closet

6 11/7/2017

7 Todd Swanson's assistant, Nicole Whitfield, found moisture in the master closet when she
8 came to work at the house.

9 Nicky called Rakeman Plumbing who came out that day to repair the leak. Then they sent
10 out a water remediation specialist to dry out all areas. A mold testing company was called
11 after the closet was dry, then carpet, baseboard, cabinet, and drywall trades to make repairs.

12 Todd Swanson immediately called Ivan Sher who notified the Buyers' agent of the water
13 leak, and a written disclosure of the leak was made to the Buyer.

14 **INTERROGATORY NO. 6:**

15 Please identify the individuals or entities who were responsible for the initial construction
16 of the Property, the scope of their responsibilities, and the identify of the original plumbing
17 subcontractor.

18 **RESPONSE NO. 6:**

19 Blue Heron designed and built the house. Rakeman Plumbing did all the plumbing.

20 **INTERROGATORY NO. 7:**

21 Please identify all persons and/or businesses who have performed any type of repairs,
22 remodeling, repiping, or construction involving the plumbing system at the Property or who have
23 inspected the Property for any reason from January 1, 2015 to the date the Property was
24 transferred to Plaintiffs.

25 **RESPONSE NO. 7:**

26 A. Rakeman Plumbing: 4075 Lossee Rd., N. Las Vegas, NV 89030. 702-642-8553
27
28

1 B. Water remediation company—I don't know the name of the company; they were hired
2 by Rakeman Plumbing

3 C. Infinity Environmental Services, LLC, 9594 Newton Grove Ct., Las Vegas, NV 89148.
4 702-736-7437: Mold testing

5 D. Absolute Cabinetry: repaired closet cabinets after water intrusion

6 E. EH Design: Low voltage/media subcontractor replaced damaged low voltage electrical in
7 the single garage.

8 F. I don't recall the names of the companies who repaired drywall, baseboards, or carpet.
9 These trades were hired by Rakeman Plumbing.

10 **INTERROGATORY NO. 8:**

11 Please state with specificity the dates, manner (text, phone, email, or other form of
12 correspondence), and content of your communications with the company Uponor regarding
13 the use of their products on the Property, the recall of their products, any notice of defect
14 they provided, and the warranty you held for their products.

15 **RESPONSE NO. 8:**

16 Lyons Development has had no communication with Uponor at any time.

17 **INTERROGATORY NO. 9:**

18 Please state when you became aware of the class action lawsuit pending against the
19 company Kitec for defective products.

20 **RESPONSE NO. 9:**

21 Lyons Development did not know of a class action lawsuit against Kitec.

22 **INTERROGATORY NO. 10:**

23 Please state with specificity the reason or reasons you marked no on the seller's real
24 property disclosure form for the question asking are you aware of "previous or current moisture
25 conditions and/or water damage.

26 ///

27 ///

1 **RESPONSE NO. 10:**

2 It was Todd Swanson's understanding that if there were no ongoing problems with the property
3 (i.e. any prior problem had been fully repaired), that the proper way to answer the questions on
4 the SRPD was "no."

5 **INTERROGATORY NO. 11:**

6 Please state your rationale for why a repaired leak does not qualify as a "previous"
7 moisture condition.

8 **RESPONSE NO. 11:**

9 Objection, calls for a legal conclusion and invades the attorney/client privilege.

10 **INTERROGATORY NO. 12:**

11 Please identify and state insurance and/or warranty claims made due to water leakage,
12 water loss, water damage, defective pipes, or plumbing fixtures at the Property and identify
13 which individual or entity filed said claims.

14 **RESPONSE NO. 12:**

15 All plumbing issues were related to the water leaks described herein above and were covered
16 under warranty by Rakeman Plumbing and/or, as has now become known, Uponor.

17 **INTERROGATORY NO. 13:**

18 Please state with specificity each time you contacted Rakeman Plumbing regarding work
19 at the property, each time employees or Rakeman Plumbing visited the Property, and identify
20 exactly what actions were taken by Rakeman Plumbing each time they visited the Property.

21 **RESPONSE NO. 13:**

22 Rakeman Plumbing installed the original plumbing when the house was constructed. They were
23 called and came to the house with each water leak as described above and as needed thereafter to
24 assess and ensure that all issues related to the leaks were repaired. Todd Swanson doesn't recall
25 specific dates that they visited the property or communications with them other than the initial
26 contact when each water leak occurred as described above and an email and phone call from
27 Aaron Hawley on 12/12/2017 when he learned that Uponor recommended re-piping the house.
28

1 Todd Swanson's assistant, Nicky, may have had additional contact with Rakeman after the
2 11/7/2017 leak to coordinate remediation, repairs, and mold testing.

3 **INTERROGATORY NO. 14:**

4 Please identify each and every lawsuit to which you have been a party.

5 **RESPONSE NO. 14:**

6 Objection. This interrogatory is unduly burdensome and not limited in time or scope and
7 otherwise not reasonably calculated to lead to the discovery of admissible evidence. Information
8 of this nature is publicly available and equally as accessible to the Plaintiffs.

9 **INTERROGATORY NO. 15:**

10 Please state with specificity if you have had any occurrences of mold or other moisture
11 related damages in homes you have owned or occupied from January 1, 2000 to present.

12 **RESPONSE**

13 Lyons Development has not occupied any homes.

14 **INTERROGATORY NO. 16:**

15 Please state any health problems suffered, or claims filed, by any individuals due to mold,
16 mold exposure, or other moisture related damages in homes you have owned from January 1,
17 2000 to present.

18 **RESPONSE NO. 16:**

19 Objection. This interrogatory is not reasonably calculated to lead to the discovery of admissible
20 evidence. Without waiving said objection, Todd Swanson required sinus surgery by Dr. Walter
21 Schroeder in 2001 that was thought to be related to chronic exposure to mold spores from 8123
22 Planting Fields Place. He made a claim against the builder, Trophy Homes.

23 In addition, two of his children also required sinus surgery by Dr. Walter Schroeder thought to be
24 related to chronic exposure to mold spores from 8123 Planting Fields Place. His ex-wife made a
25 construction defect claim against Trophy Homes for expenses incurred to remediate the
26 residence, for loss of use of the residence, and the children's medical problems.

27 ///

1 **INTERROGATORY NO. 17:**

2 Please state the date you first communicated with Repipe Specialist of Nevada, or if you
3 did not communicate with Repipe Specialists of Nevada the date you first became aware that
4 Repipe Specialist of Nevada had been contacted regarding water leakage or water loss at the
5 Property, and with specificity identify all work they conducted at the Property.

6 **RESPONSE NO. 17:**

7 Lyons Development has had no communications with Repipe Specialists of Nevada and has no
8 knowledge of any work done by Repipe Specialists of Nevada on the Property.

9 **INTERROGATORY NO. 18:**

10 Please state the exact dates during Todd Swanson occupied the Property.

11 **RESPONSE NO. 18:**

12 Todd Swanson occupied the property from April 2015 through 11/27/2017.

13 **INTERROGATORY NO. 19:**

14 Please state with specificity the actions you took following nay repairs conducted by
15 Rakeman Plumbing from January 1, 2015 to present to ensure that the work they performed had
16 been fully and properly completed.

17 **RESPONSE NO. 19:**

18 Todd Swanson observed some of the work done to repair the plumbing and areas affected by the
19 water. However, he is not a plumbing or contracting expert, so he relied on Rakeman Plumbing
20 and the various trades to properly repair all items. All repairs appeared to him as a layperson to
21 be satisfactory, and the areas with water leaks appeared as new after the repairs.

22 **INTERROGATORY NO. 20:**

23 Please state whether you have had any communications with the Summerlin Association
24 regarding any water leakage, water loss, water damage, construction, repair or remodeling at the
25 Property and state the content of those communications.

26 ///

27 ///

1 **RESPONSE NO. 20:**

2 Lyons Development has no recollection of communications with the Summerlin Association
3 regarding any water leakage, water loss, water damage, construction, repair, or remodeling at the
4 Property.

5 **INTERROGATORY NO. 21:**

6 Please state whether you have had any communications with Ivan Sher or any other real
7 estate agent regarding any water leakage, water loss, water damage, construction, repair, or
8 remodeling at the Property and state the content of those communications.

9 **RESPONSE NO. 21:**

10 While he cannot recall any specific conversation, Todd Swanson believes he discussed the 2015
11 water leaks with Kelly Contenta, but not in the context of a realtor.

12 He also discussed the 11/7/2017 water leak with Ivan Sher since the house was under contract.
13 Mr. Sher's company notified the Buyers' agent of the leak, and a written disclosure was made to
14 the Buyer.

15 Todd Swanson emailed Ivan Sher on 12/15/2017 to inform him of Uponor's recommendation to
16 repipe the house after Aaron Hawley had made him aware of it and to discuss Mrs. Folino's
17 reaction to the news and comments made to Aaron Hawley regarding a potential lawsuit.

18 Ivan Sher discussed with Todd Swanson, and later emailed Todd Swanson, on 7/5/2018, his
19 opinion regarding diminution of value after repiping a house.

20
21 DATED this 23rd day of December 2019.

22 CHRISTOPHER M. YOUNG, PC

23 */s/ Christopher M. Young*

24 CHRISTOPHER M. YOUNG, ESQ.

25 Nevada Bar No. 7961

26 2460 Professional Court, #200

Las Vegas, Nevada 89128

Tel: (702) 240-2499

Fax: (702) 240-2489

cyoung@cotomlaw.com

Attorney for Defendant Todd Swanson, et al.

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 23rd day of December, 2019, service of the foregoing
4 **DEFENDANT LYON DEVELOPMENT, LLC'S RESPONSES TO PLAINTIFF'S FIRST**
5 **SET OF REQUESTS FOR INTERROGATORIES** was electronically filed and served on
6 counsel through the Court's electronic service system as follows:

7 Tisha Black, Esq.
8 Black & Lobello
9 10777 West Twain Avenue, 3rd Floor
10 Las Vegas, Nevada 89135
11 Tel: (702) 869-8801
12 Fax: (702) 869-2669
13 tblack@blacklobello.law
14 Attorney for Plaintiff

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28

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

1 VERIFICATION

2 STATE OF NEVADA)
3) ss:
4 COUNTY OF CLARK)

5 TODD V. SWANSON being duly sworn according to law, deposes and says:

6 That he is authorized to answer these Interrogatories on behalf of said Defendant, that he/ has
7 read the foregoing DEFENDANT LYON DEVELOPMENT, LLC'S RESPONSES TO
8 PLAINTIFF'S FIRST REQUEST FOR INTERROGATORIES, knows the contents thereof
9 and that the same are true to the best of his/her knowledge, except as to the matters therein set
10 forth upon information and belief, and as to those matters, he/she believes them to be true.

11
12
13
14 TODD V. SWANSON
15

16 SUBSCRIBED AND SWORN TO before me
17 this ____ day of _____, 2019.

18 _____
19 NOTARY PUBLIC In and For Said
20 County and State
21
22

23 H:\Open Case Files\0816.502\DISCOVERY\RESP to ROGGS - Lyon
24
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28

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3 VERIFICATION

4 STATE OF NEVADA)
5) ss:
6 COUNTY OF CLARK)

7 TODD SWANSON being duly sworn according to law, deposes and says:

8 That he is authorized to answer these Interrogatories on behalf of said Defendant, that he/
9 has read the foregoing DEFENDANT TODD SWANSON'S RESPONSES TO
10 PLAINTIFF'S FIRST REQUEST FOR INTERROGATORIES, knows the contents thereof
11 and that the same are true to the best of his/her knowledge, except as to the matters therein set
12 forth upon information and belief, and as to those matters, he/she believes them to be true.

13
14
15 
16 TODD SWANSON

17 SUBSCRIBED AND SWORN TO before me
18 this 6th day of January, 2020.

19 
20 NOTARY PUBLIC In and For Said
21 County and State



1
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3 VERIFICATION

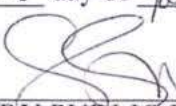
4 STATE OF NEVADA)
5) ss:
6 COUNTY OF CLARK)

7 TODD SWANSON being duly sworn according to law, deposes and says:

8 That he is authorized to answer these Interrogatories on behalf of said Defendant, that he/
9 has read the foregoing DEFENDANT TODD SWANSON'S AS TRUSTEE OF THE
10 SHIRAZ TRUST RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR
11 INTERROGATORIES, knows the contents thereof and that the same are true to the best of
12 his/her knowledge, except as to the matters therein set forth upon information and belief, and as
13 to those matters, he/she believes them to be true.

14
15
16 
TODD SWANSON

17
18 SUBSCRIBED AND SWORN TO before me
19 this 1st day of January, 2020.

20 
21 NOTARY PUBLIC In and For Said
County and State



1
2
3 VERIFICATION

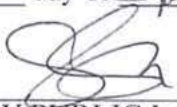
4 STATE OF NEVADA)
5) ss:
6 COUNTY OF CLARK)

7 TODD SWANSON being duly sworn according to law, deposes and says:

8 That he is authorized to answer these Interrogatories on behalf of said Defendant, that he/
9 has read the foregoing DEFENDANT LYON DEVELOPMENT'S RESPONSES TO
10 PLAINTIFF'S FIRST REQUEST FOR INTERROGATORIES, knows the contents thereof
11 and that the same are true to the best of his/her knowledge, except as to the matters therein set
12 forth upon information and belief, and as to those matters, he/she believes them to be true.

13
14
15 
16 TODD SWANSON

17 SUBSCRIBED AND SWORN TO before me
18 this 6th day of January, 2020.

19 
20 NOTARY PUBLIC In and For Said
21 County and State



HOME INSPECTION

REPORT

42 Meadowhawk Lane
Las Vegas, NV 89135

Prepared for:

Mr. Todd Swanson

Prepared by:

Criterium - McWilliam Engineers, LLC
P.O. Box 60131
Boulder City, NV 89006
(702) 294-3160

May 11, 2015

Inspection: 15-0194

Date of Inspection: May 8, 2015

Engineer: David Taylor, E.I., Master Inspector



SWANSON000051

JA002870

TABLE OF CONTENTS

EXECUTIVE SUMMARY OF FINDINGS	ii
SUMMARY	2
INTRODUCTION.....	2
DESCRIPTION	4
STRUCTURE.....	5
WOOD-DESTROYING INSECTS.....	6
WATER.....	6
VENTILATION	6
HEATING AND AIR CONDITIONING.....	7
ENERGY EFFICIENCY	8
PLUMBING	9
ELECTRICAL.....	11
INTERIOR	13
EXTERIOR	14
ROOF.....	15
ENVIRONMENTAL SCAN	16
LIFE AND FIRE SAFETY	17
GENERAL.....	18
WHIRLPOOL BATHS	18
SWIMMING POOL.....	19
CONCLUSION	20
APPENDIX A - MAINTENANCE PLAN	
APPENDIX B - LIST OF ABBREVIATIONS USED ON FIELD NOTES	
APPENDIX C - FIELD NOTES	
APPENDIX D - AGREEMENT FOR SERVICES	

EXECUTIVE SUMMARY OF FINDINGS

To help provide a perspective for the work that we have recommended be complete before releasing the contractor, we offer the following list of suggested repairs. **This list should not be considered all-inclusive since there will surely be other things you will want to make part of this list.** Please use this list in conjunction with this Report and the Maintenance Plan provided at the end of this report in Appendix A.

Items to be addressed before releasing the contractor:

- Maintain heating/air conditioning equipment
 - The door at the right side air handler is damaged and does not close properly.
- Repair plumbing fixtures
 - There are leaks at both recirculation pumps.
 - There is a plumbing leak above the ceiling of the basement bathroom.
 - The drain cleanouts should have permanent screw-type caps.
 - There is no air gap on the ice maker drain line. In addition, we recommend that the drain line hose be cleaned.
 - The locking lug is missing from one water heater enclosure.
 - The tubs in the second floor bathroom have controls for some unknown feature. This should be investigated further.
 - The automatic solenoid valves on the pool fill circuit are noisy and create a water hammer effect throughout the house. This should be investigated further, and repaired as needed.
- Repair electrical system
 - There is an open outlet at the lower patio.
 - All outlets within six feet of a sink should be protected by GFCIs. The outlets by the master bathroom sinks were not.
 - There is no power at the outlet in the master closet. The cover is also missing from this outlet.
 - The outlet covers are loose at the media room wet bar cabinet.
 - The door at the control box for the automated panel door can not close. The power cord is routed through the door.
 - The whirlpool tub is not GFCI protected.
 - The screws are missing from the deadman covers at the main electrical panels.
 - Review entire electrical system.

- Make interior repairs
 - The drywall is damaged at the right side mechanical closet.
 - The whirlpool tub is not supported from the floor.
 - The cover is missing from the vent fan in the media room.
 - There is a loose light fixture in the master shower.
 - The access cover at the basement hall does not close properly.
 - There are no secondary latches on the patio sliding glass doors.
 - One burner valve at the patio grill is not functional.
 - There is no hardware in the basement bedroom closet.
- Repair exterior
 - The handrail has been removed from a second floor window. The handrail should be properly replaced or the wall penetrations sealed.
 - The grout is missing from the tile joints on the patio stairs.
 - There is no landing at the exterior door in the kitchen.
 - There is unfinished stucco surface at the roof feature.
 - The screens for the patio slider doors do not latch.
 - The patio slider in the basement media room does not latch.
 - The automated panel doors do not close properly.
- Make roof repairs
 - The primary debris guards are not sealed to the roof.
 - The debris guards should be removed from the secondary drains.
 - The cap should be removed from the plumbing vent at the left side roof.
 - The elimination of low spots that accumulate standing water.
 - The gutter downspouts should be made to discharge away from the house. Therefore, a splashblock should be placed under each downspout to direct the water away from the foundation. This on the left side of the house.
- Further investigation of fire sprinkler controls
- Repair garage firewall
- Maintain/repair the whirlpool bath
 - The jet nozzles are missing. They should be installed.
 - There is no support under the tub, appropriate support should be installed.
- Maintain/repair the swimming pool and equipment
 - The water distribution for the water wall should be adjusted to reduce splashing.



P.O. Box 60131
Boulder City, NV 89006

May 11, 2015

Mr. Todd Swanson
10120 W. Flamingo Road
#4333
Las Vegas, NV 89147

Re: Home Inspection – 15-0194
42 Meadowhawk Lane, Las Vegas, NV 89135

Dear Mr. Swanson:

At your request, a structural, electrical, and mechanical inspection of the above property was performed on May 8, 2015. The report that follows has been prepared based on that inspection.

This inspection was performed by and report written by David Taylor, E.I., Master Inspector, of Criterium - McWilliam Engineers, LLC. Further, this inspection was supervised by, and report reviewed by, Kevin A. Greene, P.E., of Criterium - McWilliam Engineers, LLC. For your interest, a copy of Mr. Taylor's resume is attached.

The report that follows has been prepared from the perspective of what an owner of this property would benefit from knowing. Thus, it discusses many things beyond those which are of immediate concern. Therefore, the report needs to be read in its entirety to understand fully all the information that has been obtained.

For your convenience, we have prepared the following summary of the condition of the major systems of the house. Please refer to the appropriate section of this report for a more detailed discussion of these systems.



SUMMARY

The structural system is in good condition.

The heating/air conditioning system is operational.

The plumbing system is in good condition, but in need of some repair.

The electrical system is in good condition, but in need of some repair.

The exterior is in good condition, but in need of some repair.

The roofing is in good condition, in need of some repair.

The swimming pool and equipment are in good condition.

This is a new home that has been constructed using good quality materials and workmanship. Overall, while there is some work to do, we consider it to be in somewhat above average condition. It should serve you well for some time to come.

INTRODUCTION

Our primary purpose is to provide an understanding of the house. We do, of course, look for problems, particularly those we would consider major deficiencies. Please keep in mind that we generally define a major deficiency as one that would cost approximately \$1,000.00 or more to correct. Any house will have less important items that still deserve attention. Often these are matters of personal preference. It is not the intent of our inspection to detail every lesser defect we might find.

Our inspection and report **do not include** code compliance, mold investigations, indoor air quality analysis, municipal regulatory compliance, subsurface investigation, verification of prior uses, or records research related to this building.

This inspection report is limited to observations made from visual evidence. No destructive or invasive testing was performed. The report is not to be considered a guarantee of condition and no warranty is implied.

Criterion - McWilliam Engineers, LLC, offers two types of residential inspections; the standard inspection and the comprehensive inspection. Essentially, the standard inspection relies on visual evidence available at the time of the inspection, while the comprehensive inspection relies on visual evidence plus analysis, invasive testing, and extended, on-site evaluation to reach

its conclusions. Further detail regarding these two types of inspections can be found in the Agreement for Services in Appendix D of this report.

Based on discussions prior to our inspection, you have chosen the standard visual inspection. Our inspection and the report that follows were conducted in accordance with the standards for this type of inspection.

For your reference while reading the report that follows, the following definitions may be helpful:

- Excellent* - Component or system is in "as new" condition requiring no rehabilitation and should perform in full accordance with expected performance.
- Good* - Component or system is sound and performing its function. Although it may show signs of normal wear and tear, some slight rehabilitation work may be required.
- Fair* - Component or system falls into one or more of the following categories:
a) Evidence of previous repairs not in compliance with commonly accepted practice, b) Workmanship not in compliance with commonly accepted standards, c) Component or system is obsolete, d) Component or system approaching end of expected performance. Repair or replacement is required to prevent further deterioration or to prolong expected life.
- Poor* - Component or system has either failed or cannot be relied upon to continue performing its original function as a result of having exceeded its expected performance, excessive deferred maintenance, or state of disrepair. Present condition could contribute to or cause the deterioration of other adjoining elements or systems. Repair or replacement is required.

All ratings are determined by comparison to other buildings of similar age and construction type. Further, some details of workmanship and materials will be examined more closely in higher quality homes where such details of workmanship and materials typically become more relevant.

Attached are the inspection field notes and captioned photographs, which contain additional information. These should be considered part of the overall evaluation and report.

In addition to our discussions about the condition of the various systems and components, this report covers repairs and maintenance. To help provide a perspective for the work we have suggested for this home, a **Maintenance Plan** has been included in the Appendix A to this report.

This report is based on an examination of the major systems in this building; specifically the heating, plumbing, electrical, and structural systems. This report is an opinion about the condition of this building. It is based on visual evidence available during a diligent inspection of all reasonably accessible areas. No surface materials were removed, no destructive testing undertaken, nor furnishings moved. This report is **not** an exhaustive technical evaluation. Such an evaluation would cost many times more.

This evaluation is not a geological inspection of the site. No subsurface investigation was made and this inspection is not what might be referred to as a "soils report." We can make no determination of the prior grading activity that may or may not have occurred without more extensive research of public records or subsurface investigation. If you desire a geotechnical evaluation we can provide these services at an added fee.

Owning any building involves some risk. Even the most comprehensive inspection cannot be expected to reveal every condition you may consider relevant to your ownership. Further, without disassembling the building, not everything can be known.

You, as a responsible owner, should examine the portions of this building for which you are most able to judge acceptability. This includes such things as floor coverings, interior wall finishes, appliances, etc.

It is our responsibility to evaluate available evidence relevant to the major systems in this building. We are not, however, responsible for conditions that could not be seen or were not within the scope of our service at the time of the inspection.

No home is perfect. We will be discussing many different subjects in this report as well as offering suggestions for changes and improvements to this home. As you read the report, pay particular attention to our notes regarding the fact that many of our observations and suggestions are typical of many homes we look at. Thus, while it may seem that there is some work to do during the next five to ten years, keep in mind that no home is perfect and all deserve some care, attention and upgrading.

DESCRIPTION

This home is a two-story single family residence, with stucco on the exterior walls and urethane foam roof surfacing. The house is built on a nearly level building pad on a lot that slopes to the street at the front and the golf course. The home was apparently built in 2015 and is assumed to face south. There is a basement under most of this building. In addition, there was an attached three-car garage which was included in this evaluation.

This is a luxury home and our report reflects this intended level of quality.

For purposes of this report, all directions (left, right, rear, etc.) are taken from the viewpoint of an observer standing in front of the building and facing it.

STRUCTURE

The space above the second floor ceiling was not accessible, and this limited the extent of our structural inspection.

The basic construction of this building is of the concrete slab foundation type. The upper-level floor joist members and roof framing are supported by interior and exterior bearing walls and beams. This is a standard method of construction. We inspected the walls, door casings, and the fit of the doors and windows for any indication that there was movement ongoing with respect to the foundation. No significant movement was noted.

Where visible, the footers are generally in good condition. There are a few cracks, which is typical for this type of foundation wall. When floor coverings are changed in this home, expect to find slight cracking of the concrete floor of the house. This is common and not considered structurally significant.

Drainage of the property and surrounding area was relatively good. We mention this because poor drainage is a frequent contributor to differential movement in the Las Vegas area.

The roof framing was inspected by entering the attic via the access panel in the garage. There was limited room for movement in the attic and only the area in the immediate vicinity of the access panel could be seen. Where visible, there is no indication of damage or deterioration with respect to the roof framing.

The roof framing in this home consists of prefabricated wood trusses. Where visible, the roof framing members are in good condition. Prefabricated trusses are common building components that are also designed for their specific use. Therefore, if you are considering renovations to this home, keep in mind that these trusses should not be modified or altered without proper design and review.

Our evaluation of much of the structure is derived from many indirect inspection observations. Since we rarely see the wall framing, we look for cracks and bulges in the finish of the walls to determine condition. It is possible that there are shortcomings with the structure of this home that will not be indicated from a visual inspection.

While the house is quite new and has not had time to develop problems with rot, there are several areas where rot could develop. Proper maintenance includes painting or staining any exposed wood to prevent moisture penetration, caulking at joints between different materials, and providing or maintaining good ventilation. Even with these precautions, rot may still develop in

these or other areas. The important thing to remember is that any damaged wood needs to be replaced as soon as possible to prevent any damage from spreading to other wood framing. At the time of any repair work, areas normally hidden from view can be inspected for signs of deterioration.

For all practical purposes, there has been little or no settlement or movement of the house, and it can be described as structurally sound. The overall structural stability of these premises can be described as good.

Based on visible evidence, no major structural problems are expected in this building well into the foreseeable future. This, of course, assumes proper maintenance and regular inspections.

WOOD-DESTROYING INSECTS

We are not providing a pest inspection.

WATER

We found no evidence of moisture or seepage on the concrete slab. You should not assume, however, that water seepage problems cannot and will never occur. Water problems result from a number of sources under a variety of conditions.

With the basement finished off as it is we could not investigate a major portion of it for signs of moisture seepage and/or leakage. While there were no signs of such problems, an awareness of the possibility of such moisture entry and its effects for the basement area must be maintained. We recommend that you keep the basement under observation for any signs of potential moisture entry. This would include cracks in the foundation wall, stains on the walls, unexplained dampness in the carpet, moisture entry in the non-finished areas of the basement, and following heavy rains or if water accumulates near the house.

VENTILATION

Ventilation is very important for all buildings. Attic ventilation will reduce the amount of heat and moisture that can develop in insulated attics and can increase roof life by reducing heat and condensation. Good ventilation yields a healthier living environment as well, as it reduces the accumulation of offensive and/or toxic fumes and improves energy efficiency.

There will be no attic ventilation in this house. The insulation is installed directly under the roof sheathing. This exemption from the building code is allowed by the local municipalities.

All interior exhaust fans were checked and found to be operational. All exhaust fans and exhaust ductwork should be cleaned and serviced regularly.

Basement ventilation is provided by doors. The amount of ventilation appears to be adequate.

If natural ventilation proves to be inadequate or is undesirable, the installation of one or more dehumidifier units in the basement area may be needed for humidity control.

Indoor air quality is a growing concern. Mold and mildew, fostered by moisture accumulation, can lead to respiratory discomfort and aggravate allergies and other respiratory conditions for some people. While we may comment on readily visible evidence of mold infestations (refer to the "Environmental Scan" section) this inspection and report should not be considered a mold investigation of any kind. If that type of investigation is desired, individuals specifically trained and qualified for such work should undertake it.

HEATING AND AIR CONDITIONING

The heating and cooling zones are not clearly defined in the house. There are eight thermostats located in the basement media room, basement bedroom, living room, first floor front bedroom, master bedroom, second floor hall, second floor front bedroom, and second floor master suite.

Heating and cooling for these premises is provided by five split system air conditioners and gas furnaces. A split system air conditioning/heating system consists of two basic elements: the compressor/condensing units which are located in the right and left side yards, and the air handler/evaporator coil/gas furnace units which are located in the interior and exterior closets and garage attic space.

During the hot summer months, the compressor/condensing units, in conjunction with the evaporator coils, remove heat from the house and reject it to the outside. During the cooler winter months, the furnaces heat the inside air. For both the heating and cooling processes the air handlers circulate air through the house.

Automated motorized damper systems installed in the ductwork allow each furnace/air handler to serve multiple zones.

In the cooling mode, these systems, when operating properly, can produce approximately a total of 19-1/2 tons of cooling. This should be adequate for this size house.

Our visual inspection of the air conditioning system does not check for proper refrigerant charge or test for leaks in the system. Evaporator coils need cleaning and maintenance periodically. The coils should be cleaned, serviced and inspected if the owner's records do not indicate that this service has been performed within the last year.

Keep in mind that the average life of an air conditioner compressor is approximately 12 to 15 years. The air conditioner compressor/condenser units were manufactured in 2014.

According to the heating units' nameplates, they are rated at a total of 400,000 B.T.U.H. This should also be adequate for this home.

Please be aware that the heat exchangers (which are the central and most critical part of a hot air furnace) could only be viewed to a limited extent. Those areas that were visible appeared to be serviceable. You should understand that this is a very limited examination and not a conclusive evaluation of the heat exchanger. A conclusive evaluation can only be done by a partial dismantling of the furnaces, or by a smoke test or other tests that would identify combustion products in the heated air.

This heating and cooling equipment should be cleaned, serviced and adjusted each year prior to the start of the heating and cooling seasons. This servicing should include the compressor, burners, motor-blower units, filters, and all electrical controls and devices for starting and operating, etc.

The cleaning and/or changing of filters at least every 3 to 4 weeks in the heating and cooling seasons is strongly recommended. This will go a long way towards keeping the units running efficiently. Filters are located at the return air grills.

The door at the right side air handler is damaged and does not close properly.

ENERGY EFFICIENCY

In any home in this climate, the three most important areas for enabling optimum energy efficiency are conduction, solar heat gain, and infiltration gains and losses. Conduction (or direct heat gain or loss through the walls and ceiling) is primarily controlled by insulation. Infiltration loss or gain (drafts or air leakage) is controlled by caulking and weather-stripping. Solar heat gain is controlled by the external shading of windows exposed to the sun or reflected sun.

In this house, the infiltration, solar heat gain, and conduction losses and gains are reasonably well controlled and no major additional work is recommended at this time.

Eight to ten inches of fiberglass batt insulation has been installed directly against the roof sheathing. This allows the entire attic space to be included in the insulated envelope. There are apparently 4-1/2 inches of wall insulation.

Generally, the windows in this home are good quality "thermal pane" (double glazed) windows. If kept well maintained and tightly closed in the winter and summer, these windows

should serve you well. The seal was checked in these windows and no problems were noted. Such defects are not always visible, however, because of varying temperature and humidity conditions.

The exterior doors were equipped with weather-stripping which was generally in serviceable condition. As it ages, however, it will wear and deteriorate. As this occurs, or if the weather-stripping becomes damaged, you should replace it.

To be sure you are not wasting energy on the production of hot water, you should check the temperature of the hot water produced. If it is above 120°F (140°F for some dishwashers), we recommend that you reduce it to that level to minimize your hot water energy requirements. To be most accurate, use a thermometer at the hot water faucet. Currently the water heaters are set at 125°F and 130°F.

PLUMBING

A plumbing system consists of three major components, the supply piping, the waste or drain piping, and the fixtures. The distribution piping brings the water to the fixture from a public water main, and the waste piping carries the water from the fixture to a public sewer line.

The distribution piping is smaller diameter piping that operates under pressure. These pipes must be water-tight. The drain or waste piping does not operate under pressure, instead typically uses gravity to drain the water from the fixture to the sewer. Thus, these pipes must slope in order to work properly.

As we understand it, this house is served by both municipal water and municipal sewer and, therefore, little problem need be anticipated in either of those areas. You should confirm these connections with the local water and sewer authorities.

You also should be aware that you are typically responsible for the cost of any repairs related to the portions of that system contained within your property lines. Clarification of this responsibility can be obtained through your local code enforcement official.

We do not operate water shut-off valves as part of our inspection because valves that have been in one position for an extended time may leak when operated. We recommend that you check the condition of the main water shut-off valve after you take possession. You should check any other valves that you may want to use.

Where visible, the plumbing distribution system in this home consists of cross-linked polyethylene (PEX). PEX was introduced in to the United States in the 1980s and is suitable for hot and cold water applications, including potable water. PEX is an approved material in all the current editions of national model-plumbing codes. We recommend that you obtain the

manufacturer's warranty information, and retain it with your records. This system was in operating condition at the time of the inspection.

Water pressure in the various plumbing fixtures was normal. Most fixtures were tested and found to be in working order.

The water supply system included water softening equipment. This equipment appeared to be operational at the time of our inspection. This equipment normally serves to reduce the mineral content in the water making it "softer"; more compatible with normal, residential needs. However, we do not water test this equipment to evaluate its capability to soften the water. We suggest you discuss the proper operation and maintenance of this equipment with the current owner and obtain any maintenance records and manufacturer's information that might be available.

The drain lines in this home consisted of ABS piping. Where visible, this system was in good condition at the time of the inspection. Plastic waste lines are normally noisier than iron and this may be noticeable in rooms where the lines are located in the wall.

The basement bathroom uses a sewage ejector pump to lift the wastewater to the elevation of the main sewer pipe. Since these pumps can break down, creating a waste backup condition, it is important to have this system serviced at least once each year. At the time of the inspection, the pump was in working order.

Domestic hot water for the house is provided by four gas-fired tankless water heaters. They were in operation at the time of our inspection. They appear to be properly sized for the normal needs of this house. This type of water heater is somewhat new to the Las Vegas area. Thus, we cannot comment on the life expectancy of this unit. We recommend that you follow the manufacturer's maintenance directions for hard water conditions.

These water heating systems are equipped with hot water re-circulating pumps. The purpose of these pumps is to provide hot water almost instantly to the various fixtures throughout the house. They were operational at the time of our inspection.

The underground lawn sprinkler/irrigation system was operating at the time of inspection. It should be realized that no excavations or diggings were made as part of this inspection; therefore, no comment can be made on the condition of buried pipes.

The following specific deficiencies were noted in the fixtures and related piping:

- There are leaks at both hot water recirculation pumps.
- There is a plumbing leak above the ceiling of the basement bathroom.
- The drain cleanouts should have permanent screw-type caps.

- There is no air gap on the ice maker drain line. In addition, we recommend that the drain line hose be cleaned.
- The locking lug is missing from one water heater enclosure.
- The tubs in the second floor bathroom have controls for some unknown feature. This should be investigated further.
- The automatic solenoid valves on the pool fill circuit are noisy and create a water hammer effect throughout the house. This should be investigated further, and repaired as needed.

ELECTRICAL

A typical electrical system consists of two distinct components: (1) the electric service entrance, and (2) the electric circuits. The service entrance determines the capacity of the electric power available to the home. The electric circuits distribute the power through the home.

Electrical devices in a home typically use either 120 or 240 voltage electricity. The major appliances such as clothes dryers, kitchen ranges, water heaters, air conditioners, and electric heating units require 240 volts. General-purpose circuits (lighting, outlets, etc.) require 120 volts.

The electrical system for this house consists of a three-wire service, 120/240 voltage and has an apparent 800 amperes available. It is adequate to serve the needs of this house as it now stands.

Our investigation of the electrical system is limited to the visible components, the entrance cable, meter box, service panel, outlets and switches, and the visible portions of the wiring. A larger portion of the electrical system is hidden behind walls and ceilings, and, obviously, all the conditions relating to these unseen areas cannot be known. The covers of the service panels were removed to investigate the conditions in them.

While some deficiencies in the system may be readily discernible, not all conditions that can lead to the interruption of electrical service, or that are hazardous, can be identified.

The main electric service cable comes to the house underground. No excavation on or near the property should be done unless the electric utility has been consulted.

The main electrical panel is located in the left exterior garage wall. There are also three sub-panels located in the garage, media equipment closet, and pool equipment. These sub-panels are controlled by breakers in the main panel.

Where visible, the general condition of the wiring and fixtures is good. We tested a sampling of the accessible outlets for polarity and grounding. We did not disconnect appliances or move furniture to reach outlets. We found those we tested to be wired properly.

Stranded aluminum wiring has been used for major circuits (240 volts) in this house. The use of aluminum wiring in such circuits is accepted by the electrical code. We do, however, recommend that these wires and their connections be checked periodically by a licensed electrician.

This house is equipped with ground fault circuit interrupters (GFCIs) in the kitchen, bathrooms, laundry rooms, wet bar, exterior, garage, and at the pool and spa light circuit. The purpose of a GFCI is to provide positive protection against a shock hazard since it will "trip" almost instantaneously, thus protecting you. Should a GFCI trip, simply reset it to continue operation. Periodically, you should test the GFCI for proper operation. There are test buttons at the various GFCI outlets. When you push the test button, the GFCI should trip to the *off* position.

Effective January 1, 2002, NFPA 70, the National Electrical Code (NEC), Section 210-12, requires that all branch circuits supplying 125V, single phase, 15- and 20- ampere outlets installed in dwelling unit bedrooms be protected by an arc fault circuit interrupter (AFCI). The 2008 edition of the NEC expanded the AFCI requirements to include essentially all branch circuits in a home. This requirement applies to new homes and major renovations. The purpose of an AFCI circuit is to detect arc faults (essentially loose wires) in electrical circuits that could cause a fire.

This house is equipped with AFCI protection on all branch circuits.

The following repairs to the electrical system are needed:

- There is an open outlet at the lower patio.
- All outlets within six feet of a sink should be protected by GFCIs. The outlets by the master bathroom sinks were not.
- There is no power at the outlet in the master closet. The cover is also missing from this outlet.
- The outlet covers are loose at the media room wet bar cabinet.
- The door at the control box for the automated panel door can not close. The power cord is routed through the door.
- The whirlpool tub motor is not GFCI protected.
- The screws are missing from the deadman covers at the main electrical panels.
- Review entire electrical system.

For a new house, there are many incomplete details in the electrical system. We recommend that the entire system be reviewed by a licensed electrician before taking ownership.

INTERIOR

As a responsible owner, you are best able to judge the condition of the interior finish of the rooms. In this section of the report, we are concerned with those things that are technically and financially significant. For example, stains which might indicate roof or plumbing leaks, older wall or ceiling material which may require repair/replacement; the use of substandard materials on interior walls or ceilings; or the quality and condition of such items as the doors, windows, and cabinetry are those things which can affect the overall quality and condition of a home.

Generally, the interior walls and ceilings of this home are finished with drywall. Most of the cracks noted in the interior drywall appear to be the result of continued drying and shrinkage of the wood framing. This is common and to be expected in the dry desert environment of southern Nevada. Interior cracking can typically be taken care of when redecorating.

Overall, the materials used throughout the interior of this home are above average. Although normal repairs and maintenance should always be expected, the quality of the doors, windows, cabinetry, hardware, molding, etc. used indicates that very few serious problems need to be anticipated for at least the next five to ten years.

Bathroom caulking should be inspected regularly and kept in good condition since water leaks can lead to other structural deterioration. Particularly important and often overlooked, is the joint between the tub/shower pan and the ceramic tile.

The following were in operating condition at the time of the inspection: kitchen steamer, stovetop, kitchen exhaust hood, sink disposal, two drawer style dishwashers, dishwasher, trash compactor, wall ovens, two microwave ovens, built-in coffee machine, wine cooler, three bar refrigerators, ice maker, central vacuum, clothes washer, clothes dryer, patio grill, patio stovetop, and automated blinds and curtains.

Unless otherwise noted, none of the other appliances and/or equipment in and about these premises was tested. All that remain should be in operating condition when this property is taken over. Since the condition of this equipment can change unexpectedly, we suggest that you visit this home at least one more time before taking ownership to confirm that everything is operating properly. We have included a ***Pre-Title Checklist*** for your use during this final visit.

Our "test" is not an evaluation of performance but is only to verify that they "work." It is possible that timers may be defective, garbage disposals may be ineffective, thermostats may be out of calibration, and the appliance can still "pass" our abbreviated test. Appliances can fail at any time without warning. There are insurance policies available to you that may provide some protection. Your agent can supply information on this subject.

We noted the following specific deficiencies in the interior finish:

- The drywall is damaged at the right side mechanical closet.
- The whirlpool tub is not supported from the floor.
- The cover is missing from the vent fan in the media room.
- There is a loose light fixture in the master shower.
- The access cover at the basement hall does not close properly.
- There are no secondary latches on the patio sliding glass doors.
- One burner valve at the patio grill is not functional.
- There is no hardware in the basement bedroom closet.

EXTERIOR

The exterior walls are surfaced with stucco and are in good condition. Most of the cracks noted in the exterior stucco appear to be the result of continued drying and shrinkage of the wood framing, and seasonal temperature changes. This is common and to be expected in dry desert environments like Southern Nevada. All cracks need to be patched and sealed to prevent moisture entry when the house is next repainted.

The exterior of this house appears to have been recently painted. This could cover up evidence of latent defects such as structural problems, roof leaks, water damage, etc.

The paint on the exterior of this house is in good condition. Repainting is typically needed every five to ten years. This can vary depending on the type of walls or siding, the quality of the paint used, how well the walls were prepared for repainting, the exposure to direct sunlight, the closeness of trees and bushes to the side walls, etc.

The windows in this house are metal framed, casement and fixed windows, with dual glass pane. They are of good quality, and are generally in good operating order. While some maintenance and repairs will always be needed, these should be serviceable for many years to come.

Seals in thermal pane windows can break down within ten to fifteen years of their installation. Condensation developing between the panes of such a glass unit is indicative of a broken seal. These conditions are not always visible, however, depending on temperature and humidity conditions. In general, repair of broken seals requires the replacement of the damaged glass unit.

We noted the following specific deficiencies at the exterior:

- The handrail has been removed from a second floor window. The handrail should be properly replaced or the wall penetrations sealed.

- The grout is missing from the tile joints on the patio stairs.
- There is no landing at the exterior door in the kitchen.
- There is unfinished stucco surface at the roof feature.
- The screens for the patio slider doors do not latch.
- The patio slider in the basement media room does not latch.
- The automated panel doors do not close properly.

ROOF

The roof is a system that must work well together to provide weather protection for the house. The major elements in this system include the roofing or roof covering (shingles, tile, membrane), the underlayment (impregnated felt or paper, ice and water shield), metal flashing (lead, copper, aluminum, galvanized steel), sheathing (plywood, waferboard, dimensional lumber boards), and the roof rafters themselves.

We examined the roof directly by going onto the roof.

The roof is surfaced with sprayed-in-place urethane foam roofing and is in good condition. It appears to be one year old and another 15 to 20 years is likely before any major resurfacing needs to be considered.

We recommend that every 5 years the roofs be inspected and maintained by a licensed roofing contractor. The inspection should include all flashing, including any skylights, chimneys, roof vents, or other penetrations, as well as the ridges, valleys, and any wall-to-roof joints. The inspection should also look for any damaged roof surfaces. Any needed maintenance should be performed in conjunction with the routine roofing inspection.

Interior roof drains drain water from the flat roof of this building. These roof drains should be kept very well maintained since a leak around one of the roof drains could lead to serious water damage within the building.

Various roof repairs are needed at this time. These include:

- The primary debris guards are not sealed to the roof.
- The debris guards should be removed from the secondary drains.
- The cap should be removed from the plumbing vent at the left side roof.
- The elimination of low spots that accumulate standing water.
- The gutter downspouts should be made to discharge away from the house.
Therefore, a splashblock should be placed under each downspout to direct the water away from the foundation. This is needed at the left side down spouts.

With any roof, regardless of age, you should expect slight leakage from time to time. This can occur along the edges of the roof, at joints between different roof surfaces, and around penetrations through the roof. Normally, repairs to correct this leakage are easily accomplished.

ENVIRONMENTAL SCAN

While some references to hazardous materials may be made, our report is not a complete investigation for toxic wastes in the building or adjacent soils, hazardous materials, or public records affecting this property. Such an investigation would be much more costly and is beyond the scope of this inspection.

Essentially, there is no evidence of any hazardous construction materials in this building. This, of course, cannot be guaranteed based on visible evidence alone.

Mold is a growing concern. For some individuals, the presence of mold may aggravate certain respiratory conditions, and, for still a smaller group, may actually be toxic. Organizations like the Environmental Protection Agency (EPA) and the Centers for Disease Control (CDC) have not established any levels considered to be safe or unsafe for mold. This is not for lack of trying; it is a matter of complexity. If you find mold, it often can be removed effectively using a chlorine solution (e.g. diluted Clorox) and then monitoring the area to determine if it returns. Mold is usually the result of moisture. Controlling moisture penetration will typically eliminate the opportunity for mold to survive. For more information about mold, you might want to consider visiting one or more of the following websites:

- www.iaqa.com
- www.epa.gov/iaw/mold/index.html
- www.cdc.gov (search on mold)

We found no readily visible evidence of mold during our inspection. Further, we noted no visible evidence of significant moisture accumulation or penetration. However, this inspection should not be considered a specific mold investigation.

Our inspection does not make any attempt to know or verify the prior uses of this property and cannot determine whether or not illegal activities have been engaged in, on, or near the property, including but not limited to, the use or manufacture of illegal substances, criminal events, or the presence of substances banned or controlled by federal, state, or local law. If this is of concern to you, we recommend that you make appropriate inquiries into past uses to resolve your concerns.

LIFE AND FIRE SAFETY

While some references to code compliance may be made, our report is not a code compliance investigation. Such an investigation is beyond the scope of this inspection.

This home is equipped with a gas log fireplace located in the living room. This fireplace is designed only to burn natural gas, and is ventilated by ductwork through the roof. It has a mechanical gas valve operated by a key, and an automatic ignition operated by an electric switch. A limited investigation of the fireplace was undertaken. To the extent visible, the fireplace appeared to be in satisfactory condition.

This home is equipped with smoke detectors that are "hard wired" (connected directly to the electrical system). A spot check of the detectors revealed no problems. We recommend that you test them monthly for proper operation.

There is also a security/fire alarm system in this home. Exactly how well this system is functioning, who has ownership, and what areas it serves are not known at this time. We suggest that you spend some time with the current owner to further understand the operation and ownership of this system and, if possible, to obtain all manufacturer's literature. Also, keep in mind that most of these systems do require regular maintenance to assure proper and dependable operation.

Carbon monoxide can be a by-product of burning oils, natural gasses and other fuels. It is also odorless and colorless, which means that it can go undetected. The symptoms of carbon monoxide poisoning can be easily mistaken for influenza or other common illnesses.

Carbon monoxide emissions can occur during improper operation or inadequate ventilation of the follows:

- Automobiles or lawn equipment running in a garage
- Gas, oil or kerosene space heaters
- Gas furnaces, water heaters, ovens, clothes dryers and other gas appliances
- Wood-burning stoves or fireplaces
- Outdoor gas grills leaking fumes into an open window or door
- Charcoal broilers

Proper maintenance of all equipment, including related flues or vents, that use burning oils, natural gasses or other fuels is still the best way to avoid carbon monoxide poisoning.

There were carbon monoxide detection devices installed in this house, located in the halls and bedrooms. They appear to be connected to building power. They did have batteries that should be tested or replaced at regular intervals.

The fire sprinkler system was not tested as part of this inspection. This system should be tested, and its certification updated on an annual basis. We noted that the control arrangement for the sprinkler system is unique compared to others we have reviewed. This should be investigated further, and repaired as needed. We also recommend that the access door to the controls is labeled.

We noted golf ball from the adjacent golf course in the back yard and on the roof. You should always be alert for the possibility of being struck by a golf ball when outside.

The garage wall and ceiling separating the garage from the adjacent living space is equipped with fire-rated sheetrock to properly isolate these two spaces. The attic access and speakers defeat the firewall.

GENERAL

The following are a few additional comments that may be of interest to you regarding this home:

The porches and patio were generally in good condition with no serious structural problems indicated.

The garage portions of the structure are generally sound. They appear to be built to the same standards as the house and are in good condition. If properly maintained, these portions of the building should remain serviceable for many years to come.

The overhead garage doors are equipped with electric door operators which operated satisfactorily at the inspection. The operators are equipped with a mechanism to reverse the travel of the doors if an object is struck by the door. Despite the presence of this feature, we recommend that you only operate the doors when you have them in full view and all children and pets are a safe distance away.

The land around this home is desert landscaped. We did not evaluate the health and condition of any plantings. You may want to obtain the services of a professional landscaper or nurseryman to determine the condition and maintenance required to protect these plantings.

WHIRLPOOL BATHS

This home is equipped with a whirlpool bath in the master bathroom. This is the type of unit that is filled at each use. This unit was filled and tested at the time of our inspection. It appears to be operational. You should familiarize yourself with the proper use of the controls. We noted that the jet nozzles are missing. They should be installed. Also, there is no support under the tub (see Interior section), appropriate support should be installed.