

IN THE SUPREME COURT STATE OF NEVADA

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

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

Appellant,

v.

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

Respondent.

Case No. 81252

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

Appellant,

v.

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

Respondent.

Case No. 81831

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

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

VOLUMES

No.	Date of Item	Description	Vol.	Bates Nos.
------------	---------------------	--------------------	-------------	-------------------

VOLUME I

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

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
-----	------------	---	----	----------------------

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
-----	------------	--	----	----------------------

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
------	------------	--	-----	----------------------

VOLUME XV

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

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
------	------------	---	-------	----------------------

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
------	------------	--	-----	----------------------

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.

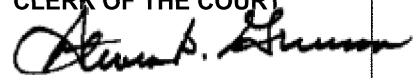
I further certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

DATED this 9th day of March 2021.

BLACK & WADHAMS

/s/ Rusty Graf

Rusty Graf, ESQ
Nevada Bar No. 6322
10777 W. Twain Ave., Ste 300.
Las Vegas, Nevada 89135
Attorneys for Appellants



1 **OPPS**

2 Rusty Graf, Esq.

3 Nevada Bar No. 6322

4 **BLACK & LOBELLO**

5 10777 West Twain Avenue, 3rd Floor

6 Las Vegas, Nevada 89135

7 Telephone: (702) 869-8801

8 Facsimile: (702) 869-2669

9 E-mail: rgraf@blacklobello.law

10 *Attorney for Plaintiff*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

15 Plaintiff,

16 v.

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

23 Defendants.

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

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

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

///

///

///

///

I.

PROCEDURAL HISTORY

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

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

II.

INTRODUCTION

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

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

3
4 **III.**

5 **"UNDISPUTED FACTS"**

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

20
21 **IV.**

22 **ARGUMENT**

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

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

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

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

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

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

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

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

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

26
27 ² Defendants’ Motion to Dismiss, pg. 7.

28 ³ Id.

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

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

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

24
25
26
27 ⁴ See attached Exhibit 1, *Seller’s Real Property Disclosure Form*, Pg. 2, *Question 1*.

28 ⁵ *Id.*

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

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

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

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

24
25 _____
26 ⁶ Id.

27 ⁷ Defendants' Motion to Dismiss, pg. 9.

28 ⁸ Id.

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

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

22 V.

23 **CONCLUSION**

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

27 ⁹ Defendants' Motion to Dismiss, Exhibit B.

28 ¹⁰ Defendants' Motion to Dismiss, pg. 4-5.

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

13
14 **VI.**

15 **PLAINTIFFS' COUNTERMOTION TO COMPEL DISCOVERY**
16

17 It is essential to reiterate the fact that absolutely no discovery has occurred to this point.
18 There is evidence that can be obtained in discovery to refute this Motion and the erroneous
19 factual assertions contained therein. The instant Motion by Defendants is an end around the due
20 process rights of the Plaintiffs to obtain those documents in discovery. Therefore, in addition to
21 denying Defendant's Motion, the Court should grant Plaintiffs' Countermotion to compel
22 discovery.
23

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

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

9
10 **VII.**

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

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

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

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

27 ///

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

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

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

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

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

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

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

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

24
25 7. No discovery has yet been conducted in this case and it is my belief, based on the
26 pleadings and evidence available, that evidence can be obtained through discovery that will
27 refute Defendants' Motion to Dismiss and will be relevant to Plaintiffs' case at trial.
28

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

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

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

Executed this 15 day of October, 2019.

Rusty Graf, Esq.

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

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

Rule 11 provides in pertinent part:

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

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

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

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

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

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

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

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

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

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

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **D. Conclusion**

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

5 DATED this 3rd day of October 2019

6
7 **BLACK & LOBELLO**

8
9
10 Rusty Graf, Esq.
11 Nevada Bar No. 6322
12 10777 W. Twain Ave., Suite 300
13 Las Vegas, NV 89135
14 rgraf@blacklobello.law
15 swilson@blacklobello.law
16 *Attorneys for Plaintiff*
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

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

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

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

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

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

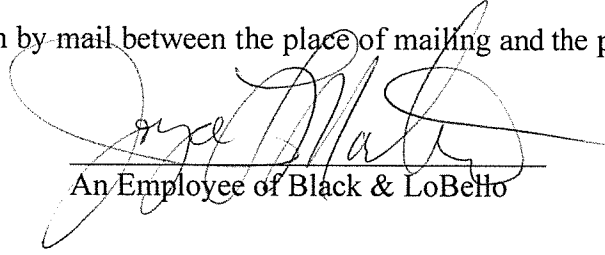

An Employee of Black & LoBello

EXHIBIT 1

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

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

1. Structure:

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

2. Land / Foundation:

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

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

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

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

6. Environmental:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TS
Seller(s) Initials

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

MF
12/12/17
7:34PM EST

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

75 _____
Seller(s) Initials

11/07/17
3:07PM EST

12/12/17
7:24PM EST

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

CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE

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

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

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

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

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

(Added to NRS by 1995, 844)

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

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



(Added to NRS by 1995, 842)

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

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

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

TS
Seller(s) Initials


11/07/17 3:07PM EST

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

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

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

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

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

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

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

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

(Added to NRS by 1999, 1446)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

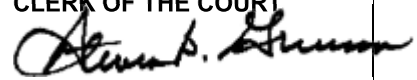
(Added to NRS by 1995, 843; A 1997, 350, 1797)

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

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

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

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



RPLY
CHRISTOPHER M. YOUNG, ESQ.
Nevada Bar No. 7961
JAY T. HOPKINS, ESQ.
Nevada Bar No. 3223
CHRISTOPHER M. YOUNG, PC
2460 Professional Court, #200
Las Vegas, Nevada 89128
Tel: (702) 240-2499
Fax: (702) 240-2489
cyoung@cotomlaw.com
jaythopkins@gmail.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

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

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

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

///

///

///

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

3 DATED this 31st day of October, 2019.

4 Respectfully Submitted,

5 CHRISTOPHER M. YOUNG, PC

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

13
14 **I.**

15 **INTRODUCTION**

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

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

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

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

8 II.

9 ARGUMENT

10 1. Summary Judgment is Warranted

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

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

28 ///

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 ///

27 ///

28 ///

1 III.

2 CONCLUSION

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

7 DATED this 31st day of October, 2019.

8 Respectfully Submitted,

9 CHRISTOPHER M. YOUNG, PC

10
11 /s/Christopher M. Young
12 CHRISTOPHER M. YOUNG, ESQ.
13 Nevada Bar No. 7961
14 JAY T. HOPKINS, ESQ.
15 Nevada Bar No. 3223
16 2460 Professional Court, Suite 200
17 Las Vegas, Nevada 89128
18 cyoung@cotomlaw.com
19 jaythopkins@gmail.com
20 Attorneys for Todd Swanson, et al.
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF E-SERVICE**

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

7 Rusty Graf, Esq.
8 Shannon M. Wilson, Esq.
9 10777 West Twain Avenue, 3rd Floor
10 Las Vegas, Nevada 89135
11 rgraf@blacklobello.law
12 swilson@blacklobello.law
13 Attorneys for Plaintiff

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

H:\Open Case Files\0300.003\PLEADING\REPLY2ND Amd Comp

EXHIBIT A

**MINUTES OF THE
ASSEMBLY COMMITTEE ON JUDICIARY**

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

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

COMMITTEE MEMBERS PRESENT:

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

GUEST LEGISLATORS PRESENT:

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

STAFF MEMBERS PRESENT:

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

OTHERS PRESENT:

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

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

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

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

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

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

ASSEMBLYWOMAN SEGERBLOM SECONDED THE MOTION.

THE MOTION CARRIED UNANIMOUSLY.

Assemblyman Sandoval was given the floor assignment.

Testimony commenced on S.B. 212.

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

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

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

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

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

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

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

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

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

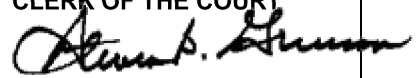
ASSEMBLYWOMAN BUCKLEY MOVED TO DO PASS S.B. 212.

ASSEMBLYWOMAN OHRENSCHALL SECONDED THE MOTION.

THE MOTION CARRIED UNANIMOUSLY.

Assemblyman Perkins was given the floor assignment.

Testimony commenced on S.B. 240.



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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

12 Plaintiff,

13 v.

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

Defendants.

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

**NOTICE OF EARLY CASE
CONFERENCE**

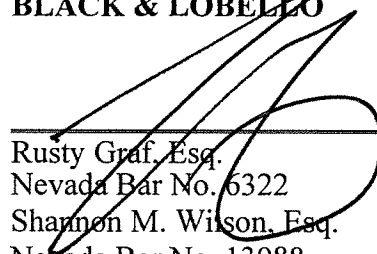
19 **TO: Defendant TODD SWANSON, an individual, Defendant TODD SWANSON,**
20 **as Trustee of the Shiraz Trust, and Defendant LYONS DEVELOPMENT, LLC., and their**
21 **attorneys of record Christopher M. Young, Esq. and Jay T. Hopkins, Esq. of Christopher**
22 **M. Young, PC:**

23
24 PLEASE TAKE NOTICE that Plaintiffs Joseph Folino and Nicole Folino, by and
25 through their attorney of record Rusty Graf, Esq. of Black and LoBello, will conduct an early
26 case conference for Case No.: A-18-782494-C on the 27th day of November, 2019, at 9:00 a.m.
27
28

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

3 DATED this 20th day of November 2019

BLACK & LOBELLO


Rusty Graf, Esq.
Nevada Bar No. 6322
Shannon M. Wilson, Esq.
Nevada Bar No. 13988
10777 W. Twain Ave., Suite 300
Las Vegas, NV 89135
rgraf@blacklobello.law
swilson@blacklobello.law
Attorneys for Plaintiff

CERTIFICATE OF MAILING

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

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

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

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

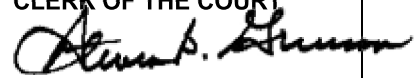
☐ hand delivered

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

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

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


An Employee of Black & LoBello



1 **ECWD**

2 Rusty Graf, Esq.

3 Nevada Bar No. 6322

4 Shannon M. Wilson, Esq.

5 Nevada Bar No. 13988

6 **BLACK & LOBELLO**

7 10777 West Twain Avenue, 3rd Floor

8 Las Vegas, Nevada 89135

9 Telephone: (702) 869-8801

10 Facsimile: (702) 869-2669

11 E-mail: rgraf@blacklobello.law

12 E-mail: swilson@blacklobello.law

13 *Attorneys for Plaintiff*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

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

18 Plaintiff,

19 v.

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

26 Defendants.

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

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

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

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

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

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

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

16 **I. LIST OF WITNESSES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 12. Ashley Oakes-Lazosky
27 c/o Las Vegas Homes and Fine Estates, LLC.
28 9691 Trailwood Dr., Ste 10&
29 Las Vegas, Nevada 89134
30 (702) 874-8555

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

33 13. John Lazosky

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

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

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

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

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

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

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

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

17. Craig Jiu
(702) 214-5990
craig@valpro-group.com

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

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

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

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

II. LIST OF DOCUMENTS

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

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

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

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

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

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

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

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

25 **IV. DEMONSTRATIVE EXHIBITS**

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

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

V. GENERAL OBJECTIONS

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

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

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

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

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

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

4 DATED this 20th day of November 2019

5 **BLACK & LOBELLO**

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

14 **BLACK & LOBELLO**
15 10777 W. Twain Avenue, 3rd Floor
16 Las Vegas, Nevada 89135
17 (702) 869-8801 FAX: (702) 869-2669
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

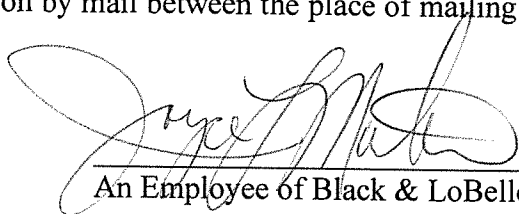
Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 20th day of November 2019, I caused the above and foregoing document **PLAINTIFFS' INITIAL LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS PURSUANT TO NRCP 16.1** to be served as follows:

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

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

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

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


An Employee of Black & LoBello



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 10/19/2017

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

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

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

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

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

☒ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____

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

☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____

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

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

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

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

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

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

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

Buyer's Name: Joseph Folino and Nicole Folino

BUYER(S) INITIALS:

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

SELLER(S) INITIALS:

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

Page 1 of 10

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

Instant Forms

JA000672

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

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

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

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

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

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

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

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

5. ESCROW:

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

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

Buyer's Name: Joseph Folino and Nicole Folino

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

BUYER(S) INITIALS:

SELLER(S) INITIALS:

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

Page 2 of 10

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

instante FORMS
PLT000002

JA000673

the Escrow Number.

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

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

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

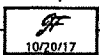
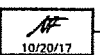
6. TITLE INSURANCE: This Purchase Agreement is contingent upon the Seller's ability to deliver, good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 5(A). Said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

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

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

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

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

 Buyer's Initials  Buyer's Initials

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

Buyer's Name: Joseph Folino and Nicole Folino



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

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

BUYER(S) INITIALS:

SELLER(S) INITIALS:

	
10/20/17	10/20/17

Page 3 of 10

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

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

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

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

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

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

A. TITLE, ESCROW & APPRAISAL FEES:

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

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

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

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

Buyer's Name: Joseph Folino and Nicole Folino



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

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

BUYER(S) INITIALS:

SELLER(S) INITIALS:

	
10/20/17	10/20/17

Page 4 of 10

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

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

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

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

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

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

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

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	seller	CIC Capital Contribution	seller	CIC Transfer Fees	seller
Other:					

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

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



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

Buyer's Name: Joseph Folino and Nicole Folino

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

BUYER(S) INITIALS:

SELLER(S) INITIALS:

	
10/20/17	10/20/17

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

Page 5 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 ☐ . In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

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



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

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



18. DEFAULT:

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

BUYER(S) INITIALS:

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

SELLER(S) INITIALS:

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

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



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

Buyer's Name: Joseph Folino and Nicole Folino

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

BUYER(S) INITIALS:

SELLER(S) INITIALS:

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

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

Page 6 of 10

Instructions to Escrow

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

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

Brokers

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

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

Other Matters

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





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

Buyer's Name: Joseph Folino and Nicole Folino

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

BUYER(S) INITIALS:

SELLER(S) INITIALS:

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

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

Page 7 of 10

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

InstantGEMS
PL7000007

JA000678

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

24. SIGNATURES, DELIVERY, AND NOTICES:

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

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

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

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

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

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

Buyer's Name: Joseph Folino and Nicole Folino



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

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

BUYER(S) INITIALS:

SELLER(S) INITIALS:

	
10/20/17	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.

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

27. ADDENDUM(S) ATTACHED: _____

28. ADDITIONAL TERMS: _____

Buyer's Acknowledgement of Offer

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

Buyer's Broker: Ashley Oakes-Lazosky

Company Name: Vegas Homes and Fine Estates LLC

Broker's License Number: B.1000869

Phone: 702-281-1198

Fax: 702-446-4536

Agent's Name: Ashley Oakes-Lazosky

Agent's License Number: B.1000869

Office Address: 1180 N. Town Center Dr Ste 100

City, State, Zip: Las Vegas, NV 89144

Email: ashley@vhfelv.com

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

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

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

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

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

Buyer's Signature

Joseph Folino

Buyer's Printed Name

10/19/2017

Date Time

☐ AM ☐ PM

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

Buyer's Signature

Nicole Folino

Buyer's Printed Name

10/19/2017

Date Time

☐ AM ☐ PM

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

Buyer's Name: Joseph Folino and Nicole Folino

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

BUYER(S) INITIALS:

SELLER(S) INITIALS:

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

Rev. 05/16

©2016 Greater Las Vegas Association of REALTORS®

Page 9 of 10

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

Instant 03:05 PM 10/20/17

JA000680

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

 ☐ AM / ☐ PM

Date Time



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

Buyer's Name: Joseph Folino and Nicole Folino

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

BUYER(S) INITIALS:

SELLER(S) INITIALS:

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



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 19th, 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

Authenticat

Todd Swanson, Co-Trustee

☐ Buyer ☒ Seller

Signature

Time: 6:30 PM

☐ Buyer ☐ Seller

Signature

The undersigned ☒ Buyer ☐ Seller hereby:

 accepts the Counter Offer;

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

Date: 10/22/2017

Joseph Folino
dotloop verified
10/22/17 6:37PM EDT
R4NP-LM2L-KSGC-SFL1

☒ Buyer ☐ Seller

Signature

Time:

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

☐ Buyer ☐ Seller

Signature



COUNTER OFFER NO. 2

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

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

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

Purchase price to be \$3,000,000.00

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

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

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

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

Date: 10/22/2017

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

☒ Buyer ☐ Seller

Signature

Time:

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

☒ Buyer ☐ Seller

Signature

The undersigned ☐ Buyer ☒ Seller hereby:

X accepts the Counter Offer;

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

 rejects the Counter Offer.

Date: 10/22/17

Authentisign
Todd Swanson, Co-Trustee

☐ Buyer ☒ Seller

Signature

Time: 11:30 am

☐ Buyer ☐ Seller

Signature

Counter Offer Rev. 5/12

© 2012 Greater Las Vegas Association of REALTORS®

SELLER'S REAL PROPERTY DISCLOSURE FORM

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

Date 10/24/2017

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

Property address 42 Meadowhawk Lane

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

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

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

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

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

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

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

TS
Seller(s) Initials

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

MF
12/12/17
7:34PM EST

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

Are you aware of any of the following?:

- 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)
- 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)
- Roof:** Any problems with the roof? ☐ ☒
- Pool/spa:** Any problems with structure, wall, liner, or equipment? ☐ ☒ ☐
- Infestation:** Any history of infestation (termites, carpenter ants, etc.)? ☐ ☒
- 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? ☐ ☒
- Fungi / Mold:** Any previous or current fungus or mold? ☐ ☒
- 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? ☐ ☒
- 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? ☐ ☒
- Any problems with water quality or water supply? ☐ ☒
- Any other conditions** or aspects of the property which materially affect its value or use in an adverse manner? ☐ ☒
- Lead-Based Paint:** Was the property constructed on or before 12/31/77? ☐ ☒
- (If yes, additional Federal EPA notification and disclosure documents are required)
- 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.
- Conservation Easements** such as the SNWA's Water Smart Landscape Program: Is the property a participant? ☐ ☒
- Solar panels:** Are any installed on the property? ☐ ☒
- If yes, are the solar panels: Owned... ☐ Leased... ☐ or Financed... ☐
- Wastewater disposal:** ☒ Municipal Sewer ☐ Septic System ☐ Other ☐
- This property is subject to a Private Transfer Fee Obligation? ☒ ☐

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

(standard transfer tax)

TS
Seller(s) Initials

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

MF
12/12/17
7:34PM EST

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

75
Seller(s) Initials

11/07/17
3:07PM EST

12/12/17
7:34PM EST

Buyer(s) Initials

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

CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE

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

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

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


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

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



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

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

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



Seller(s) Initials


11/07/17
3:07PM EST

12/12/17
7:34PM EST

Buyer(s) Initials

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

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

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

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

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

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

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

(Added to NRS by 1999, 1446)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller(s): [Signature] Date: 10/24/2017

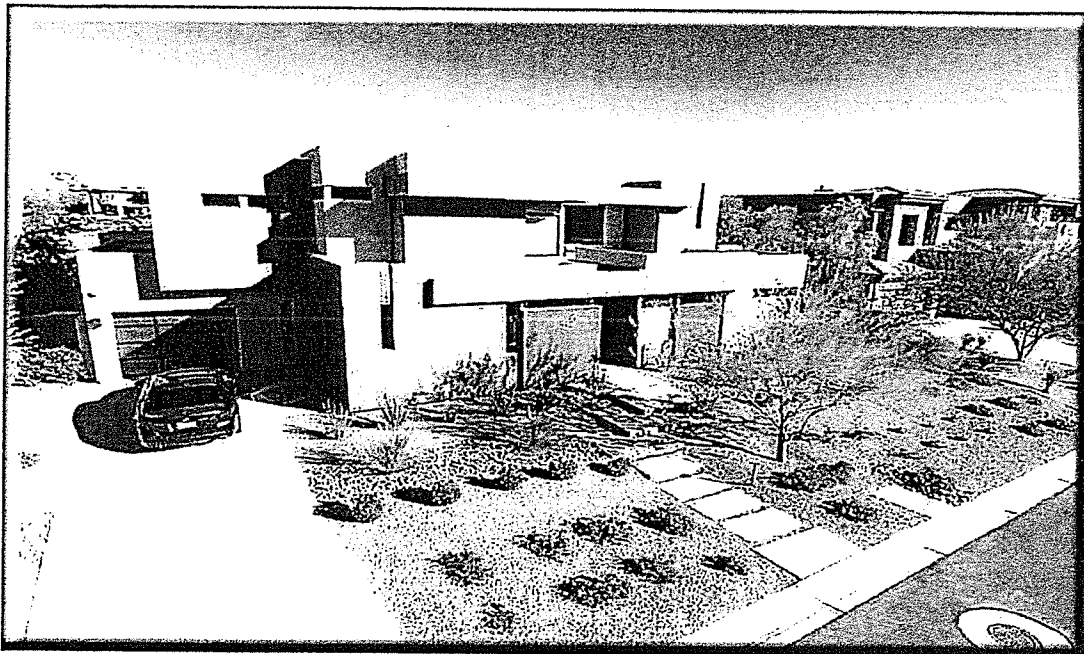
Seller(s): Co-trustee, the Shiraz Trust Date: _____
Manager, Lyons Development LLC

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

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

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

The Uniform Building Inspection Report™ Condensed



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

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

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

Report Number:
1027170900RP

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

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

"Expect What You Inspect"
Copyright © 2017 Caveat Emptor LV



Caveat

Emptor

Condensed Report Version Prepared For: Joe & Nicole Solino

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

Letter Code Definitions:

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

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

IMPORTANT: Findings, Components & Applications Listings:

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

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

Caveat Emptor LV

Copyright © 2017 Caveat Emptor LV

Page 2 of 10

PLT000019

JA000690

Condensed Report Version Prepared For: Joe & Nicole Solino

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

Condensed Findings:

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

Grounds Findings:

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

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

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

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

Exterior / Roof Findings:

HVAC & Fireplace Findings:

Pool / Spa Findings:

Notes:

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

Caveat Emptor LV

Copyright © 2017 Caveat Emptor LV

Page 3 of 10

PLT000020

JA000691

Condensed Report Version Prepared For: Joe & Nicole Solino

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

Notes:

[R] 3770.02: Filter case leaks.

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

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

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

Plumbing Findings:

[R] 4684: Tub drains slow.

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

Electrical Findings:

[C] 5645: Electrical faceplate missing.

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

Bathroom(s) Findings:

General Interior Findings:

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

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

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

Caveat Emptor LV

Copyright © 2017 Caveat Emptor LV

Page 4 of 10

PLT000021

JA000692

Condensed Report Version Prepared For: Joe & Nicole Solino

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

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

Kitchen / Appliance Findings:

Structure Findings:

Notes:

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

Caveat Emptor LV

Copyright © 2017 Caveat Emptor LV

Page 5 of 10

PLT000022

JA000693

Condensed Report Version Prepared For: Joe & Nicole Solino

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

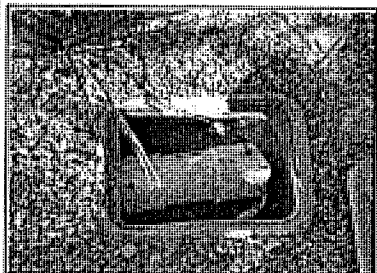


Photo: 0.32 (1)

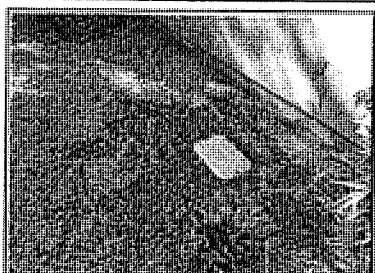


Photo: 0303 (1)



Photo: 0313 (1)



Photo: 0323 (1)

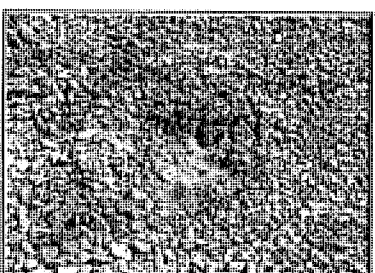


Photo: 0350 (1)

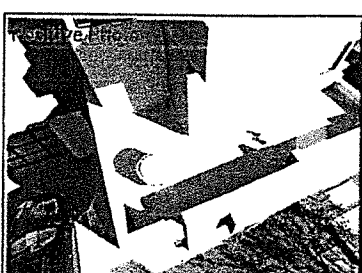


Photo: 1.05 (1)

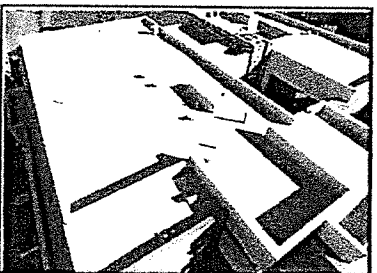


Photo: 1.05 (2)

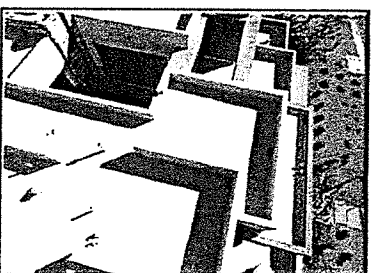


Photo: 1.05 (3)

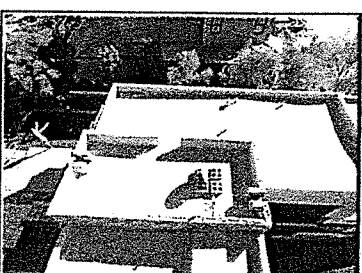


Photo: 1.05 (4)

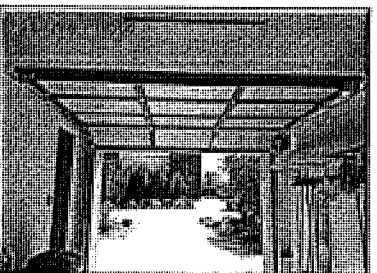


Photo: 1.1 (1)

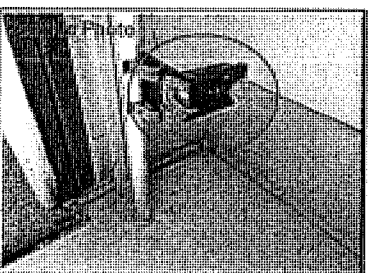


Photo: 1.2 (1)

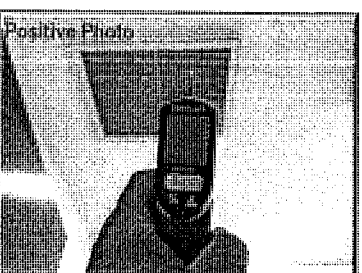


Photo: 2.02 (1)

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

Caveat Emptor LV

Copyright © 2017 Caveat Emptor LV

Page 6 of 10

PLT000023

JA000694

Condensed Report Version Prepared For: Joe & Nicole Solino

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

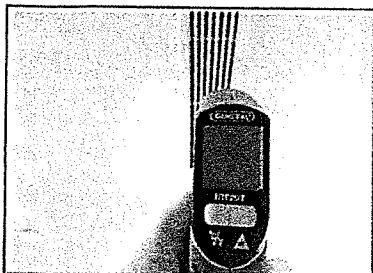


Photo: 2.02 (2)

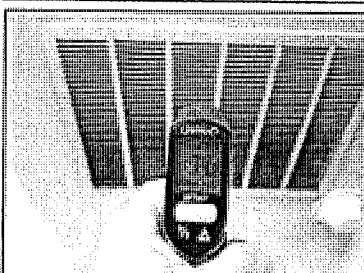


Photo: 2.02 (3)



Photo: 2.02 (4)

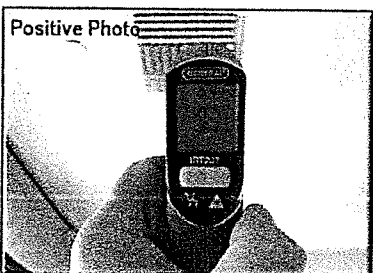


Photo: 2.04 (1)

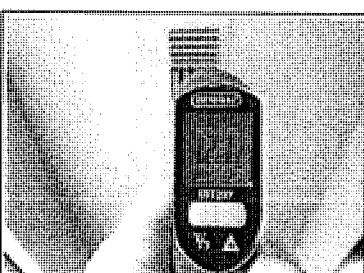


Photo: 2.04 (2)

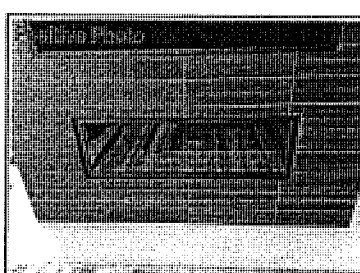


Photo: 2.52 (1)

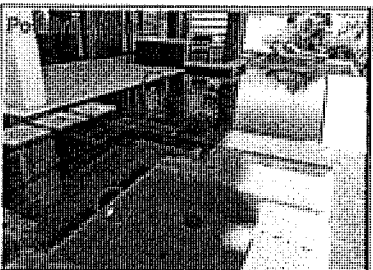


Photo: 3.33 (1)

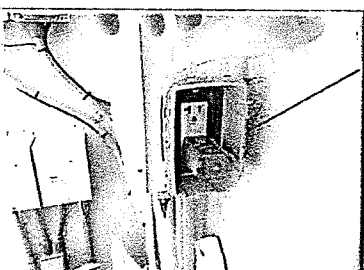


Photo: 3.33 (2)

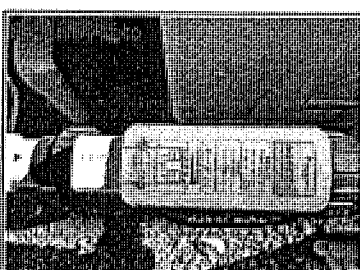


Photo: 3.73 (1)

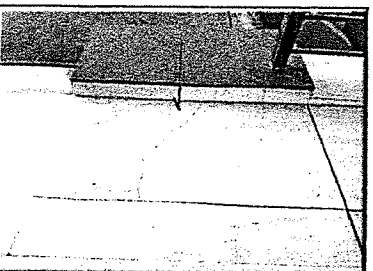


Photo: 3162 (1)

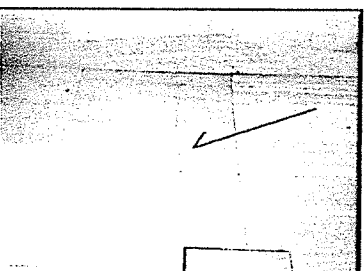


Photo: 3162 (2)

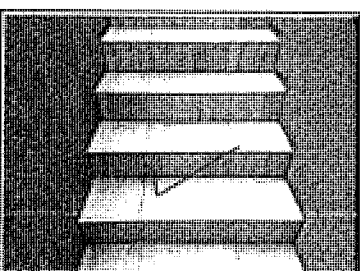


Photo: 3162 (3)

Condensed Report Version Prepared For: Joe & Nicole Solino

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

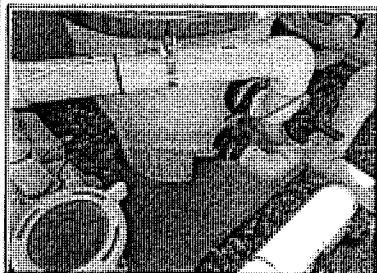


Photo: 3770.02 (1)

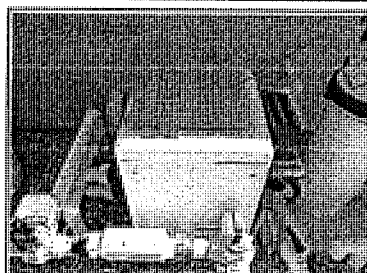


Photo: 3800 (1)



Photo: 3911 (1)

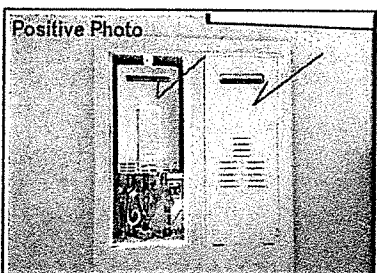


Photo: 4.07 (1)

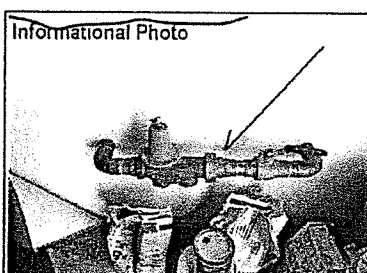


Photo: 4.16 (1)

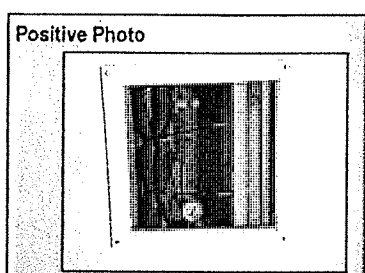


Photo: 4.171 (1)



Photo: 4.18 (1)

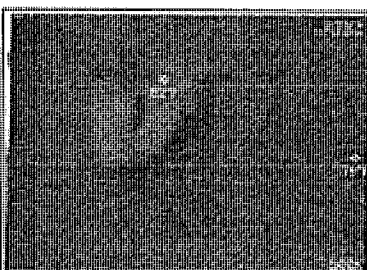


Photo: 4.18 (2)

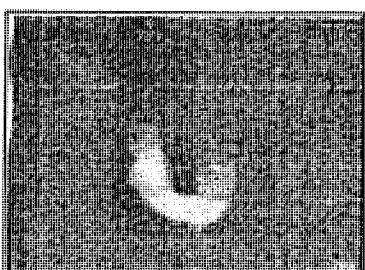


Photo: 4.18 (3)

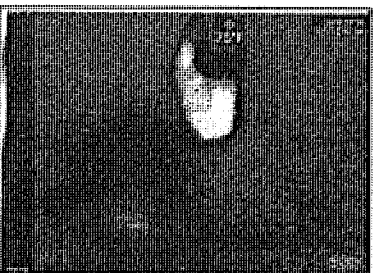


Photo: 4.18 (4)



Photo: 4.21 (1)



Photo: 4.96 (1)

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

Caveat Emptor LV

Copyright © 2017 Caveat Emptor LV

Page 8 of 10

PLT000025

JA000696

Condensed Report Version Prepared For: Joe & Nicole Solino

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

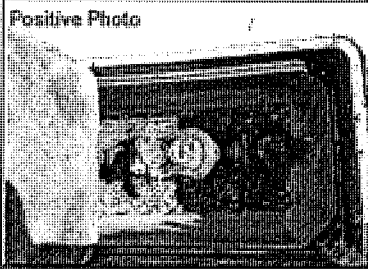


Photo: 4500 (1)

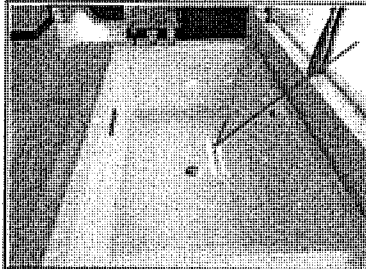


Photo: 4684 (1)



Photo: 5.2 (1)

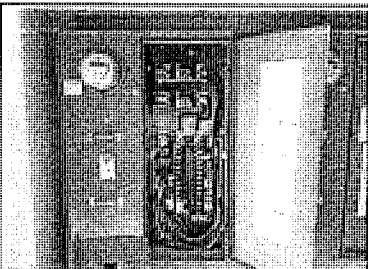


Photo: 5.2 (2)

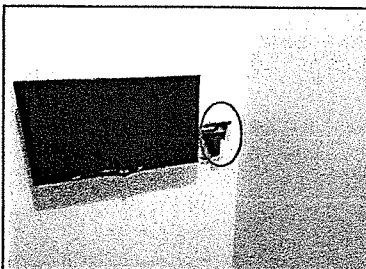


Photo: 5645 (1)

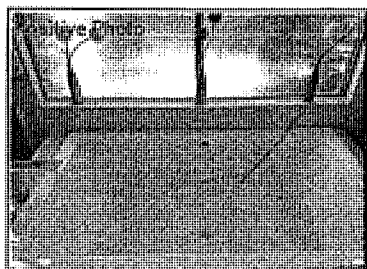


Photo: 6.15 (1)



Photo: 6.410 (1)

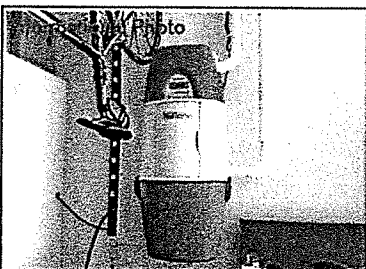


Photo: 7.82 (1)

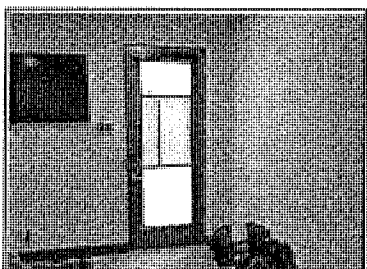


Photo: 7424 (1)



Photo: 8.04 (1)



Photo: 8.04 (2)

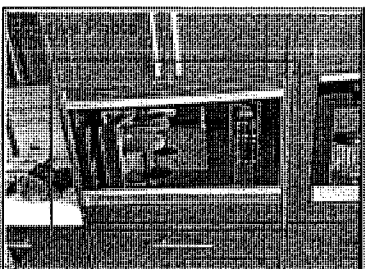


Photo: 8.07 (1)

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

Caveat Emptor LV

Copyright © 2017 Caveat Emptor LV

Page 9 of 10

PLT000026

JA000697

Condensed Report Version Prepared For: Joe & Nicole Solino

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

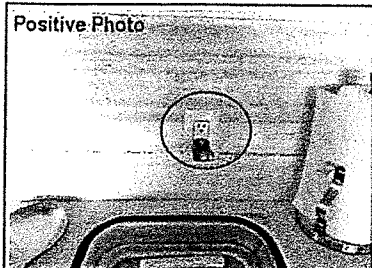


Photo: 8.110 (1)

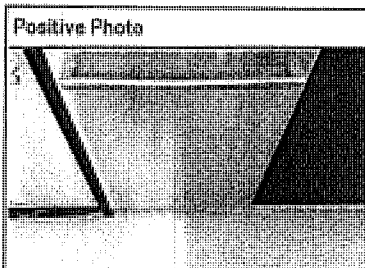


Photo: 8.2003 (1)

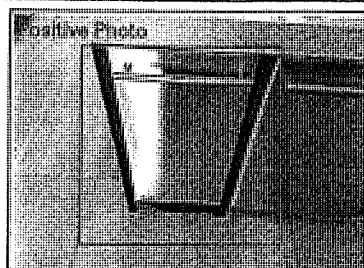


Photo: 8.31 (1)



Photo: 8.91 (1)



Photo: 8.91 (2)

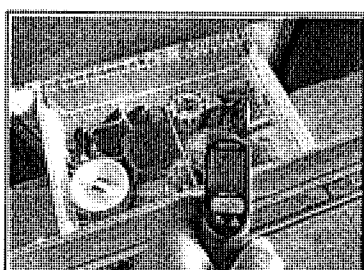


Photo: 8.91 (3)

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

Caveat Emptor LV

Copyright © 2017 Caveat Emptor LV

Page 10 of 10

PLT000027

JA000698



Vegas Homes
AND FINE ESTATES
www.VegasHomesAndFineEstates.com



REQUEST FOR REPAIR No. 1

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

1. BUYER'S NOTICE: (Check one)

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

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

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

(see inspection report for details)

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

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

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

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

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

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

(See provided amended report and photos)

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

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

11/09/17
11:55AM EST

11/13/17
12:17PM EST

Copies of the following reports are attached:

☒ Inspection Report

☐ DocuSigned by:

Joe Folino

~~FOUO 50507A07491~~

Buyer Joseph Folino

10/30/17

Date _____

□

 DocuSigned by:

DocuSigned by:

Nicole Folino

~~121E/F/8592B421~~

Buyer Nicole Folino

10/30/17


Date _____



2. SELLER'S RESPONSE: (Check one)

- ☒ Seller agrees to correct all of the conditions listed in Section 1 of this Request.
☐ Seller declines Buyer's Request for Repairs.
☐ Seller offers to repair or take the other specified corrective action as follows:

[illegible]

 10/30/2017
 Seller Co-trustee, the Shiraz Trust Date
 Manager, Lyons Development, LLC

Seller	Date
--------	------

3. BUYER'S REPLY TO SELLER'S RESPONSE: (Check one)

- ☐ Buyer **accepts** Seller's response as noted in Section 2 of this Request, withdraws all requests for items Seller has not agreed to correct (if any) and removes the home inspection contingency.
- ☐ Buyer **rejects** Seller's response and **rescinds** the Purchase Agreement.
- ☐ Buyer **rejects** Seller's response as noted in Section 2 of this Request, **elects** to offer the Seller a new request as set forth in the attached Request for Repair No. _____. Buyer further requests a _____ calendar day extension of the Due Diligence Period.

- ☒ See above in section #1 of original requested repairs added issues added to request of repairs. Inspector amended report.

Joseph Folino dotloop verified
11/09/17 11:55AM EST
HKIU-YBV1-UGUB-G8R5

Date _____

Nicole Folino dotloop verified
11/13/17 12:17PM EST
SUIR-91CG-MRTJ-RH8Q

4. SELLER'S RESPONSE TO REQUEST FOR EXTENSION OF THE DUE DILLIGENCE PERIOD

- ☐ Seller **APPROVES** the _____ day extension of the due diligence period:

Seller	Date
--------	------

Seller	Date
--------	------

APN NO.: 164-14-414-014

RECORDING REQUESTED BY:
EQUITY TITLE OF NEVADA

WHEN RECORDED MAIL TO:

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

MAIL TAX STATEMENTS TO:
SAME AS ABOVE

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

Inst #: 20171117-0003032

Fees: \$40.00

RPTT: \$15300.00 Ex #:

11/17/2017 03:21:08 PM

Receipt #: 3252384

Requestor:

EQUITY TITLE OF NEVADA

Recorded By: RYUD Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH THAT:

Lyons Development, LLC, a Nevada Limited Liability Company

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

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

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

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

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

SUBJECT TO:

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

SELLER:

Lyons Development, LLC

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

STATE OF Colorado)
COUNTY OF Denver) SS:

On November 11, 2017

personally appeared before me, a Notary Public

Todd Swanson

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

Karen Coffey
Notary Public

My commission expires: 3/29/18

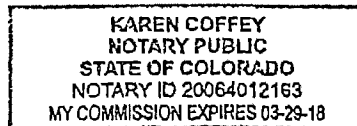


EXHIBIT "A"
LEGAL DESCRIPTION

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

ASSESSOR'S COPY

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a. 164-14-414-014
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page _____
Date of Recording: _____
Notes: _____

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

4. **If Exemption Claimed**

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

5. Partial Interest: Percentage being transferred: 100%

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

Signature _____ Capacity agent
Signature _____ Capacity _____

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

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

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

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

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

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

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



INVOICE

INVOICE NO
232809

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

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

SITE SWANSON RESIDENCE
42 MEADOWHAWK LN
Las Vegas, NV 89135

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

ORDER 13382, PO

RESOLUTION RMA # 747000

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

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

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

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

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

Your Business is Appreciated!

* means item is non-taxable

PLT000034
JA000705



INVOICE

INVOICE NO
232809

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

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

SITE SWANSON RESIDENCE
42 MEADOWHAWK LN
Las Vegas, NV 89135

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

TOTAL AMOUNT 2,496.00



June 9, 2017

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

Re: Uponor Reference No.: RMA 746512

Dear Mr. Hawley:

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Christy Wegner". The signature is fluid and cursive, with the first name "Christy" and last name "Wegner" clearly legible.

Christy Wegner
Claims Coordinator
Christy.Wegner@uponor.com

Enclosure: Check

Uponor North America

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

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

PLT000036
JA000707

014805

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

109098 RAKEMAN PLUMBING Jun 7, 2017 14805

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

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

uponor

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

014805

Check Date

07-Jun-2017

Check Amount

\$2,496.00

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

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

⑈014805⑈ ⑈043301627⑈ ⑈001149485⑈

PLT000037

JA000708

Rusty Graf

From: Beissel, Stacey <Stacey.Beissel@uponor.com>
Sent: Wednesday, December 13, 2017 12:47 PM
To: Nicole Folino
Cc: Joe Folino
Subject: Uponor Warranty Claim - RMA 748395 (42 Meadowhawk)
Attachments: 748395 As Received (1) (1).JPG; 748395_As_Received__2_ (1).JPG

Hi Nicole,

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

Claimant And Jobsite Information

Claimant Information

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

Jobsite Information

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

Estimated Claim Amount

Amount	\$1000 to \$2500
Preferred Reimbursement	Cash

Past Occurrences

Past Occurrences

Past Occurrences Ref

Installation Information

Application

Application

Plumbing

Recirculation

No

Location Detail

master bath closet below water heater

Temperature/Pressure

Temperature

Cold

System Temp

70 F

System Pressure

65 PSI

Water Source

Water Source

Municipal

Dates

Est. Installed Date

15-JUL-2013

Failure Date

07-NOV-2017

Contractor Information

rakeman plumbing

alison brooks

4075 losee rd

NORTH LAS VEGAS, NV
US

alison@rakeman.com

Ph 702 642 8553

Installing? Yes

Other Information

Present for destructive

Phase of Construction

Builder

Customer Comment(s)

Blue pipe split at fitting

Product Information

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

Thank you
Stacey

Uponor

Stacey Beissel
Warranty Manager
Uponor North America

T +19529978984
M +16512531956

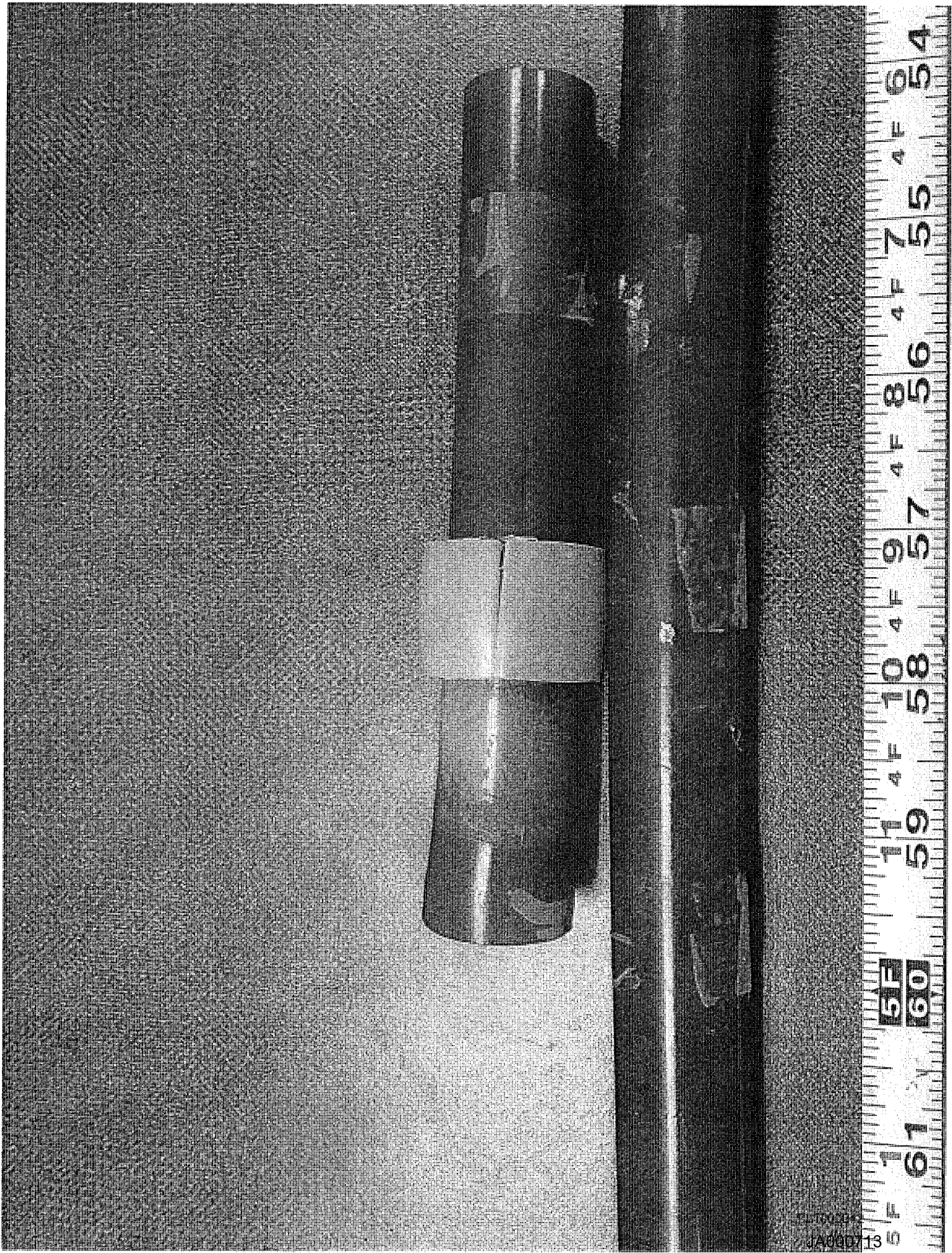
www.uponor-usa.com
www.uponorpro.com

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

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of intended recipient(s) and may contain confidential or proprietary information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, immediately contact the sender by reply email and destroy all copies of the original message.

RMA748395





CLT000000
JA0000713

Rusty Graf

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

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

Thanks
Stacey

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

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

Claimant And Jobsite Information

Claimant Information

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

Jobsite Information

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

Estimated Claim Amount

Amount	\$1000 to \$2500
Preferred Reimbursement	Cash

Past Occurrences

Past Occurrences

Past Occurrences Ref

Installation Information

Application

Application

Plumbing

Recirculation

No

Location Detail

master bath closet below water heater

Temperature/Pressure

Temperature

Cold

System Temp

70 F

System Pressure

65 PSI

Water Source

Water Source

Municipal

Dates

Est. Installed Date

15-JUL-2013

Failure Date

07-NOV-2017

Contractor Information

rakeman plumbing

alison brooks

4075 losee rd

NORTH LAS VEGAS, NV
US

alison@rakeman.com

Ph 702 642 8553

Installing? Yes

Other Information

Present for destructive

Phase of Construction

Builder

Customer Comment(s)

Blue pipe split at fitting

Product Information

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

Thank you
Stacey

Uponor

Stacey Beissel
Warranty Manager
Uponor North America

T +19529978984
M +16512531956

www.uponor-usa.com
www.uponorpro.com

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

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of intended recipient(s) and may contain confidential or proprietary information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, immediately contact the sender by reply email and destroy all copies of the original message.



PLUMBING SYSTEMS

WARRANTY

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

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

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

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

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

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

Exclusions From Limited Warranty:

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

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

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

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

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

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

Exclusive Remedies:

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

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

Warranty Claim Dispute Process:

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

Transferability:

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

Miscellaneous:

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

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

UPONOR FURTHER DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTY OF HABITABILITY.

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

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

Revised as of 8/2012

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

uponor

PLT000048

JA000719

Rusty Graf

From: Beissel, Stacey <Stacey.Beissel@uponor.com>
Sent: Wednesday, December 13, 2017 12:39 PM
To: Nicole Folino
Cc: Joe Folino
Subject: Uponor Warranty Claim - RMA 746512 (42 Meadowhawk)
Attachments: 746512_As_Received__2_.JPG; Rakeman_746512_42_meadowhawk_invoice.pdf; 746512_-_payout.pdf

Hi Nicole,

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

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

Claimant And Jobsite Information

Claimant Information

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

Jobsite Information

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

Estimated Claim Amount

Amount	\$5000 to \$10000
Preferred Reimbursement	Cash
Repairs Complete	No

Past Occurrences

Past Occurrences

Installation Information

Application

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

Contractor Information

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

Temperature/Pressure

Temperature Hot
System Temp Hot 120 F
System Pressure 65 PSI

Other Information

Present for destructive

Phase of Construction

Builder

Water Source

Water Source Municipal

Customer Comment(s)

tubing split at fitting. Cu

Dates

Est. Installed Date 19-JUN-2013

Failure Date 16-FEB-2017

Product Information

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

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

Thank you
Stacey

Uponor

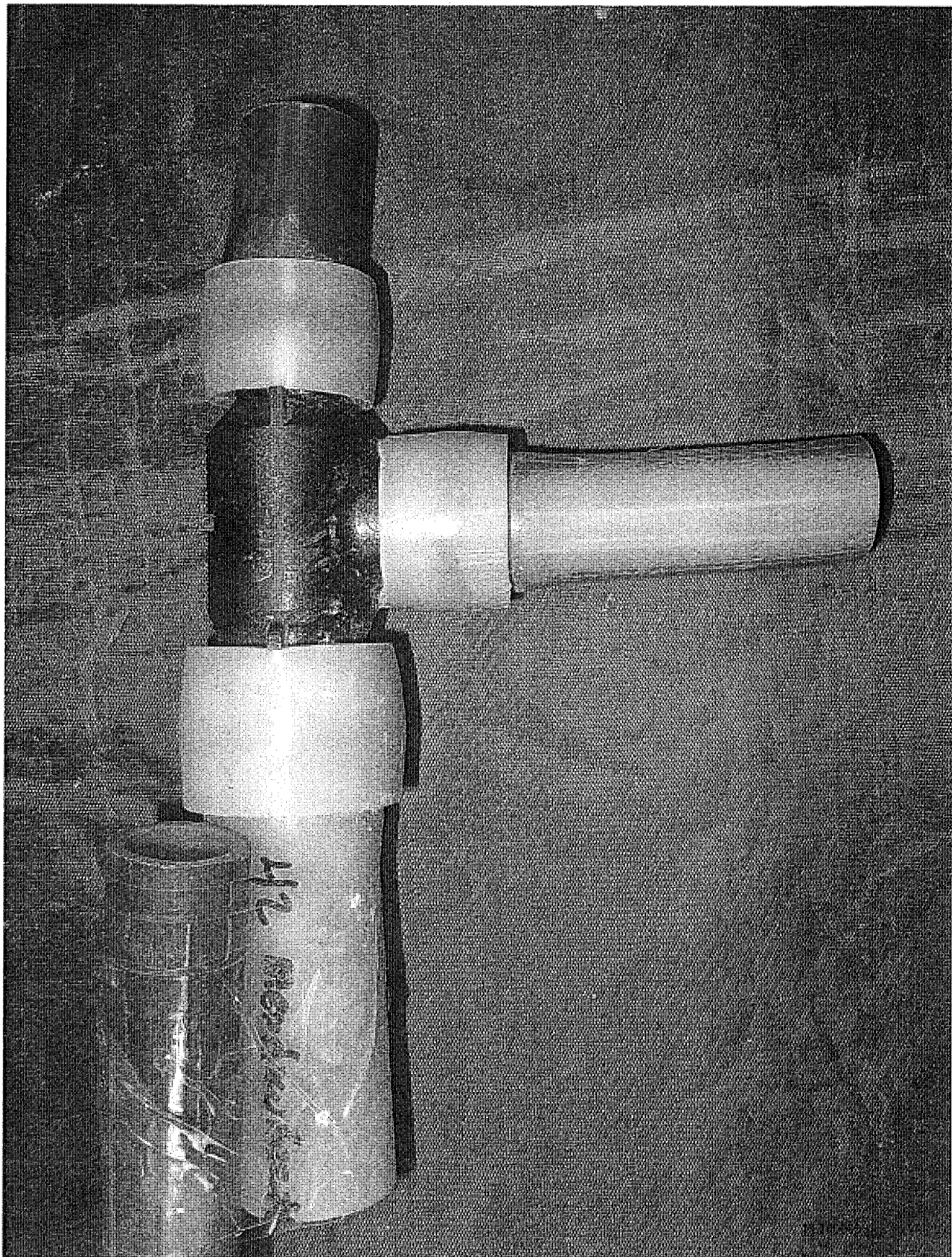
Stacey Beissel
Warranty Manager
Uponor North America

T +19529978984
M +16512531956

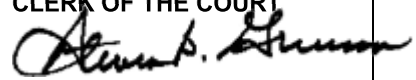
www.uponor-usa.com
www.uponorpro.com

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

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of intended recipient(s) and may contain confidential or proprietary information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, immediately contact the sender by reply email and destroy all copies of the original message.



JA000724



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

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 JOSEPH FOLINO, an individual, and) CASE NO.: A-18-782494-C
10 NICOLE FOLINO, an individual;) DEPT. NO.: XXIV
11)

11 Plaintiffs,)

12 v.)

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

17 Defendants.)

19 TO: ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD

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

23 ///

24 ///

25 ///

26 ///

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

3 DATED this 26th day of November 2019.
4

5 CHRISTOPHER M. YOUNG, PC

GALLIHER LEGAL, P.C.

6
7 /s/ Christopher M. Young
8 Christopher M. Young, Esq.
9 Nevada Bar Number 7961
10 Jay T. Hopkins, Esq.
11 Nevada Bar Number 3223
12 2640 Professional Court, #200
13 Las Vegas, Nevada 89128
14 Attorney for Defendants
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

CERTIFICATE OF SERVICE

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

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

_____ Facsimile, pursuant to EDCR 7.26 (as amended)

_____ Electronic Mail/Electronic Transmission

_____ Hand Delivered to the addressee(s) indicated

_____ Receipt of Copy on this _____ day of _____, 2019, acknowledged by,

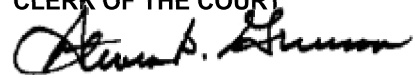
Rusty Graf, Esq.
Black & Lobello
10777 W. Twain Ave., 3rd Floor
Las Vegas, Nevada 89135
Attorneys for Plaintiffs

/s/Myra Hyde

An employee of CHRISTOPHER M. YOUNG PC

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

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



JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

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

STATE OF NEVADA
COUNTY OF CLARK ss.:

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

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

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

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

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

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

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

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

Executed this 6 of December, 2019.

No Notary is required per NRS 53.045

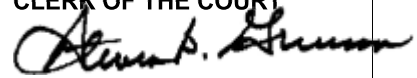


X
Mike Nettles
License#: 1361
NOW! Services, Inc.
3210 W. Charleston Blvd., Ste. 3
Las Vegas, NV89102
(702) 669-7378
Atty File#:



33600

JA000728



AOS

Rusty Graf, Esq.

Nevada Bar No. 6322

Shannon M. Wilson, Esq.

Nevada Bar No. 13988

BLACK & LOBELLO

10777 West Twain Avenue, 3rd Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: rgraf@blacklobello.law

E-mail: swilson@blacklobello.law

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

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

**AFFIDAVIT OF SERVICE -
FRONTSTEPS**

AFFIDAVIT OF SERVICE

State of NV

County of CLARK

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

Plaintiff:

JOSEPH FOLINO, an individual and NICOLE FOLINO, an individual

vs.

Defendant:

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

For:

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

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

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

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

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



Ernest J. Coronado, Jr.
Process Server

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


NOTARY PUBLIC

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

Our Job Serial Number: CRN-2019001098
Ref: FOLINO

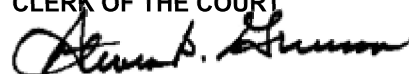
Copyright © 1992-2019 Database Services, Inc. - Process Server's Toolbox V8.1c

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

JA000730

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

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



JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

TODD SWANSON, et al.,

Defendant/Respondent,

STATE OF NEVADA
COUNTY OF CLARK

ss.:

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

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

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

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

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

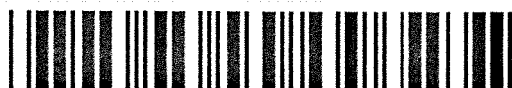
A description of the Recipient, or other person served on behalf of the Recipient is as follows:

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

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

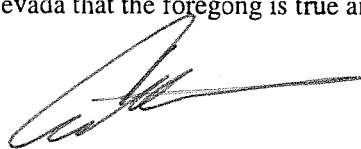
Executed this 9 of Dec, 2019.

No Notary is required per NRS 53.045.



33597

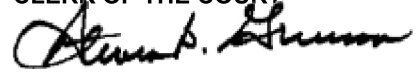
X


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

JA000731

DISTRICT COURT
CLARK COUNTY, NEVADA
DECLARATION OF SERVICE

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



JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

TODD SWANSON, et al.,

Defendant/Respondent,

STATE OF NEVADA
COUNTY OF CLARK ss.:

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

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

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

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

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

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

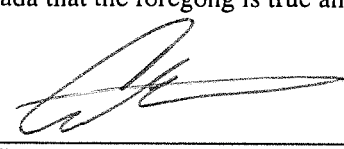
Sex	Color of skin/race	Color of hair	Age	Height	Weight
Male	Caucasian	Gray	70	6'00	200
Other Features:					

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

Executed this 9 of Dec, 2019.

No Notary is required per NRS 53.045.

X


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

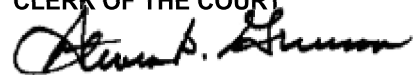


33596

JA000732

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

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



JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

TODD SWANSON, et al.,

Defendant/Respondent,

STATE OF NEVADA
COUNTY OF CLARK ss.:

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

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

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

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

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


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

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

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

Executed this 9 of Dec, 2019.

No Notary is required per NRS 53.045.

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



33599

JA000733

**DISTRICT COURT
CLARK COUNTY, NEVADA**

DECLARATION OF SERVICE

JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

TODD SWANSON, et al.,

Defendant/Respondent,

STATE OF NEVADA,
COUNTY OF CLARK

ss.:

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

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

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

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

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

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

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

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

Executed this 18 day of December, 2019.

No Notary is required per NRS 53.045.



33815

X

Mike Nettles

License#: 1361

NOW! Services, Inc.

3210 W. Charleston Blvd., Ste. 3

Las Vegas, NV89102

(702) 669-7378

Client File No: FOLINO

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

JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

Plaintiff/Petitioner,

VS.

TODD SWANSON, et al.,

Defendant/Respondent,

STATE OF NEVADA
COUNTY OF CLARK

SS.:

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

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

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

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

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

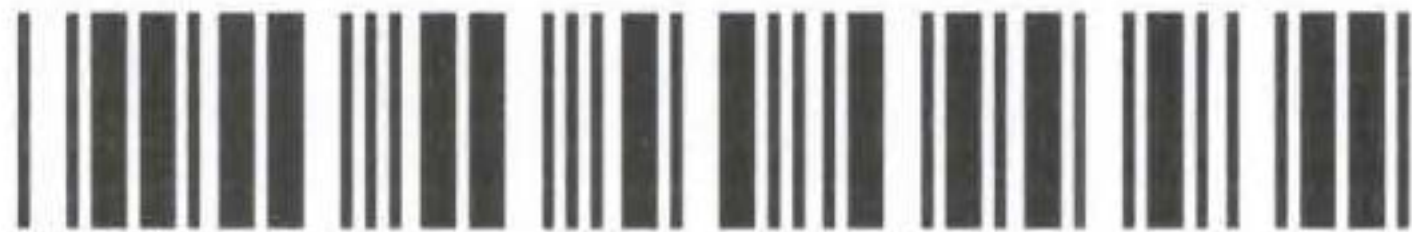
A description of the Recipient, or other person served on behalf of the Recipient is as follows:

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

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

Executed this 13 of Dec, 2019.

No Notary is required per NRS 53.045.



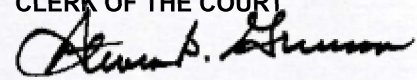
33598

X
Craig Burton

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

DISTRICT COURT
CLARK COUNTY, NEVADA
DECLARATION OF SERVICE

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



JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

TODD SWANSON, et al.,

Defendant/Respondent,

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES ss.:

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

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

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

On **12/09/2019** at **8:51 AM**, I served the within **SUBPOENA DUCES TECUM** on **REPIPE SPECIALISTS INC., Custodian of Records** at **245 E. Olive Ave., Suite 600, Burbank, CA91502** in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Judith Bolger, Vive President of Administration** authorized to accept service on behalf of **REPIPE SPECIALISTS INC., Custodian of Records**, a person of suitable age and discretion. Said premises is **REPIPE SPECIALISTS INC., Custodian of Records's** usual place of business within the state.

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

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Caucasian	Salt and Pepper	60's	5'6"	175
Other Features:					

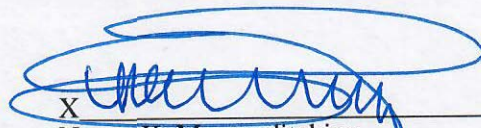
I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 9th of December, 2019.

No Notary is required per NRS 53.045.



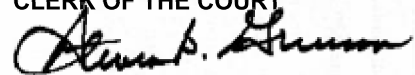
33603

X 
Nancy K. Meguerditchian
License#: L.A. County 2017097462
NOW! Services, Inc.
3210 W. Charleston Blvd., Ste. 3
Las Vegas, NV 89102
(702) 669-7378
Atty File#:

JA000736

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

Electronically Filed
12/23/2019 9:42 AM
Steven D. Grierson
CLERK OF THE COURT



JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

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

STATE OF NEVADA
COUNTY OF CLARK ss.:

SUBPOENA DUCES TECUM Received by NOW! Services, Inc. on 12/13/2019 with instructions to serve **THE RIDGES COMMUNITY ASSOCIATION c/o Kirby Gruchow, Esq. at 2525 Box Canyon Drive, Las Vegas, NV89128.**

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

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

On **12/20/2019** at **12:14 PM**, I served the within **SUBPOENA DUCES TECUM** on **THE RIDGES COMMUNITY ASSOCIATION c/o Kirby Gruchow, Esq. at 2525 Box Canyon Drive, Las Vegas, NV89128** in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Merlin Calimpong, Legal Assistant** authorized to accept service on behalf of **THE RIDGES COMMUNITY ASSOCIATION c/o Kirby Gruchow, Esq.**, a person of suitable age and discretion. Said premises is **THE RIDGES COMMUNITY ASSOCIATION c/o Kirby Gruchow, Esq.'s** usual place of business within the state.

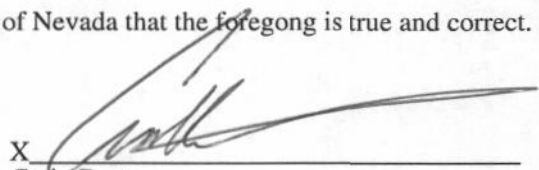
A description of the Recipient, or other person served on behalf of the Recipient is as follows:

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Caucasian Mix	Brown	40's	5'4"	150
Other Features:					

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

Executed this 20 of Dec, 2019.

No Notary is required per NRS 53.045.

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

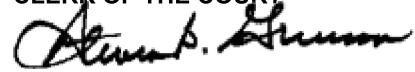


33956

JA000737

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

Electronically Filed
12/26/2019 8:30 AM
Steven D. Grierson
CLERK OF THE COURT



JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

TODD SWANSON, et al.,

Defendant/Respondent,

STATE OF MINNESOTA,
COUNTY OF DAKOTA

ss.:

SUBPOENA DUCES TECUM Received by NOW! Services, Inc. on 12/05/2019 with instructions to serve **UPONOR INC., Custodian of Records** at **8300 Normandale Center Drive, Ste. 1000, Bloomington, MN55437**.

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

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

On **12/06/2019 at 3:23 PM**, deponent served the within **SUBPOENA DUCES TECUM** on **UPONOR INC., Custodian of Records** at **8300 Normandale Center Drive, Ste. 1000, Bloomington, MN55437** in the manner indicated below:

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


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

Sex	Color of skin/race	Color of hair	Age(Approx)	Height(Approx)	Weight(Approx)
Male	Caucasian	Red	40's	6'3"	200
Other Features:					

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

Executed this 20th day of Dec, 2019.

No Notary is required per NRS 53.045.

X 
Molly Bowles
NOW! Services, Inc.
3210 W. Charleston Blvd., Ste. 3
Las Vegas, NV 89102
(702) 669-7378



33602

Client File No: FOLINO

JA000738

Aaron Hawley

From: Nicky Whitfield <assistant@tswansonmd.com>
Sent: Friday, November 17, 2017 12:09 PM
To: Aaron Hawley
Subject: RE: Scanned image from Rakeman Plumbing

Thank you I have informed the buyers agent.

Best Regards,

Nicky Whitfield
Assistant to Todd V. Swanson, M.D.
10120 W. Flamingo Rd. #4333
Las Vegas, NV 89147
Phone: 702-378-2729
Fax: 702-946-0866
assistant@tswansonmd.com

-----Original Message-----

From: Aaron Hawley [mailto:Aaron@rakeman.com]
Sent: Friday, November 17, 2017 11:49 AM
To: Nicky Whitfield <assistant@tswansonmd.com>
Subject: RE: Scanned image from Rakeman Plumbing

2 weeks maximum, I am pretty sure that it should be about 1 week, but Thanksgiving is next week and that changes a lot of thisng

-----Original Message-----

From: Nicky Whitfield [mailto:assistant@tswansonmd.com]
Sent: Friday, November 17, 2017 11:47 AM
To: Aaron Hawley <Aaron@rakeman.com>
Subject: RE: Scanned image from Rakeman Plumbing

Good afternoon Aaron,

Is there a way you could give us an estimated timeframe for repairs IF the mold spore test come back negative? We understand if the mold spore test comes back positive that it will change the entire timeframe.

Please let me know.

Thank you,

Nicky Whitfield
Assistant to Todd V. Swanson, M.D.
10120 W. Flamingo Rd. #4333
Las Vegas, NV 89147

Phone: 702-378-2729
Fax: 702-946-0866
assistant@tswansonmd.com

-----Original Message-----

From: Aaron Hawley [mailto:Aaron@rakeman.com]
Sent: Friday, November 17, 2017 11:32 AM
To: Nicky Whitfield <assistant@tswansonmd.com>
Subject: FW: Scanned image from Rakeman Plumbing

This is the letter I sent to Mr Swanson this morning. No time frame has been given, as I don't know the results of the air spore test and I do not run the closet organizer company and can't speak for them.

-----Original Message-----

From: Aaron Hawley
Sent: Friday, November 17, 2017 8:41 AM
To: 'tvs@tswansonmd.com' <tvs@tswansonmd.com>
Subject: FW: Scanned image from Rakeman Plumbing



November 16, 2017

**Dr. Todd Swanson
42 Meadow Hawk Lane
Las Vegas, Nevada 89135**

Good day Dr. Swanson,

As I discussed with you on the telephone, Rakeman Plumbing will take responsibility to re-build the damages that arose from the recent leak on the Uponor piping at the access panel, the repairs will be strictly limited to the repairs only from the latest leak. The damages are in the closet and affect the carpet, base of the closet organizer, baseboard and possibly paint and drywall. Rakeman Plumbing has also authorized to have an outside hygienist do an air spore test. These damages and the air spore test will be fixed and paid for by Rakeman Plumbing.

Also, you have requested Rakeman Plumbing to do a test on the water system to make sure that the water distribution system is holding pressure. Rakeman Plumbing will put on a pressure test and also check the meter to make sure that the water system is tight and has no leaks at this time.

Also Rakeman Plumbing will do a simple walk-thru visual inspection of all plumbing fixtures and piping in the house. If we find any issues with the plumbing, we will list on the invoice what problem or issues we find. We will not do an individual report, per fixture, as that would add a lot more time and expense to this work that is not necessary. Rakeman Plumbing will not make any repairs at this time, unless authorized by you, after the inspection. This pressure test and inspection will be paid for by you, Dr. Swanson, not the buyer.

This is only a visual inspection and Rakeman Plumbing does not accept any responsibility for any issues or damages if a leak occurs after the inspection.

Thank you for your time and business,

Aaron L. Hawley

President

JA000741



Rakeman Plumbing

4075 Losee Rd.

North Las Vegas NV 89030

Phone: (702) 642-8553

Fax: (702) 399-1410

servicecall@rakeman.com

www.Rakeman.com

Work Order

Service Information

SWANSON RESIDENCE
42 Meadowhawk Ln

Las Vegas NV 89135-5201

Contact:

Phone: (702) 249-9219

Fax:

Alt Contact:

Alt Phone

E-Mail:

Job Name ☐ Call Ahead ☐ Confirmed
SWANSON RESIDENCE - 20180423

Job Type

Commercial - REPAIR

Billing Information

UPONOR

5925 148Th St W

Apple Valley MN 55124-8197

Marketing Campaign

Sales Rep	Terms	Type	Class
	Net 30		
Route	Scheduled	Start	End
#02 Rocky	1/5/2018	08:00 AM	08:30 AM

Item

MISCELLANEOUS - MISCELLANEOUS

Account Balance: \$0.00

Quantity	Additional Item(s)	Rate	Amount
----------	--------------------	------	--------

Scheduled Job Subtotal:

Additional Items:

Additional Tax:

Total Due:

GATE CODE	CROSS STREET	YEAR BUILT	BILLING/COLLECT	DISCOUNT	ADD NOTE
	0	0		0	

POINT OF CONTACT	PHONE #	NTE	PO#

Job Notes and Instructions

AlisonB - Alison Brooks - 1/12/2018 11:13:41 AM -

LEAK

CALLLED OUT FOR LEAK IN MASTER BATH CLOSET. WHEN TECH ARRIVED TO THE HOUSE CARPET, DRYWALL AND BUILT IN CUSTOM CABINETS HAD WATER DAMAGE. ON OPPOSITE WALL IN CLOSET TECH FOUND 3/4 UPONOR PIPE LEAKING FROM SPLIT RIGHT PAST COLLAR/RING UNDER TANKLESS WATER HEATERS. THE WATER HEATERS ARE LOCATED BEHIND BUILT-IN CABINETS FOR MASTER CLOSET AND HAD TO BE REMOVED TO MAKE REPAIRS DUE TO INCLOSED/SMALL AREA. AFTER WATER LINE WAS REPAIRED ALL WATER DAMAGED DRYWALL, CABINET AND CARPET WAS REMOVED AND WATER WAS EXTRACTED AND MACHINES WERE PLACED TO DRY AREA OUT. ALL DRYOUT EQUIPMENT WAS IN PLACE FOR 6 DAYS TO DRY AREA OUT. INSIDE OF CONTAINMENT (MASTER BATH AND MASTER CLOSET) AFTER AREA WAS DRY, ALL DRYWALL THAT WAS DAMAGED BY WATER WAS REPAIRED AND THE ORIGINAL COMPANY THAT BUILT MASER CLOSTET CABINETS HAD TO REPAIR/REBUILD CABINETS TO MATCH EXISTING. ALL DRYWALL WAS DONE TO MATCH GRADE 5 SMOOTH FINISG WALL TEXTURE AND COLOR/ ALL NEW CARPET AND PAD

JA000742

QTY	PART #	DESCRIPTION	UNIT PRICE	PRICE
Cont.		WATER DAMAGED. DRYWALL, CABINETS AND CARPET WAS REMOVED AND WATER WAS EXTRACTED AND MACHINES WERE PLACED TO DRY AREA OUT.		
-		ALL DRYOUT EQUIPMENT WAS IN PLACE FOR 40 DAYS TO DRY AREA OUT. INSIDE OF CONTAINMENT MASTER CLOSET MASTER BATH.		
-		AFTER AREA WAS DRY ALL DRYWALL THAT WAS DAMAGED BY WATER WAS REPAIRED AND THE ORIGINAL COMPANY THAT BUILT MASTER CLOSET CABINETS HAD TO REPAIR/REBUILD CABINETS TO MATCH EXISTING.		
-		ALL DRYWALL WAS DONE TO MATCH GRADE 5 SMOOTH FINISH WALL TEXTURE AND COLOR		
-		ALL NEW CARPET AND PAD HAD TO BE INSTALLED IN MASTER CLOSET AFTER ALL REPAIRS WERE MADE.		

TOTAL PARTS

SUBCONTRACTOR

POSTED



E-MAILED

TOTAL OTHER CHARGES

TERMS: DUE UPON COMPLETION

I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

1-1/2% PER MONTH (18% PER ANNUM) FINANCE CHARGE WILL BE ASSESSED ON ALL BALANCES OVER 30 DAYS.

X

AUTHORIZED SIGNATURE

RAKEMAN

plumbing

4075 LOSEE ROAD
NORTH LAS VEGAS, NV 89030
"A FLUSH BEATS A FULL HOUSE"
(702) 642-8553

\$500,000.00 LIMIT

237000

LIC. #21952-A

NAME <u>UPONOR</u>		DATE <u>1/15/18</u>
STREET <u>42 Meadowbrook R.</u>		P.O. #
CITY <u>LV</u>	STATE <u>NV.</u>	ZIP
MAKE	MODEL	SERIAL NUMBER
VISA/MC AUTHORIZATION #		

DESCRIPTION OF WORK	SERVICE
- CALLED OUT FOR LEAK IN MASTER BATH CLOSET.	
- WHEN TECH ARRIVED TO THE HOUSE CARPET, DRYWALL AND BUILT-IN CUSTOM CABINETS HAD WATER DAMAGE. ON OPPOSITE WALL IN CLOSET TECH FOUND 3/4 UPONOR PIPE LEAKING FROM SPLIT RIGHT PAST COLLAR/RING UNDER TANKLESS WATER HEATERS. THE WATER HEATERS ARE LOCATED BEHIND THE BUILT-IN CABINETS. FOR MASTER CLOSET AND HAD TO BE REMOVED TO MAKE REPAIRS DUE TO NUCLEATED SMALL AREA.	
- AFTER WATER LINE WAS REPAIRED ALL	
LABORERS CHARGES	HRS @ /HR
TECHNICIAN CHARGES	HRS @ /HR

TOTAL OTHER CHARGES

TECHNICIAN SIGNATURE

Rocky

PARTS WARRANTY

All parts as recorded are warranted as per manufacturer specifications.

LABOR GUARANTY

The labor charge as recorded here relative to the equipment serviced as noted, is guaranteed to a period of 30 days. We do not, of course, guaranty other parts than those we install. If repairs later become necessary due to other defective parts, they will be charged separately.

TAX

TOTAL AMOUNT DUE

14,489.00

ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY.

X

JA000743
DATE

4075 Looe Rd
N. Las Vegas, NV 89030
(702) 642-8553

JVV



Cust: UPONOR
Site: SWANSON RESIDENCE
42 MEADOWHAWK LN
Las Vegas, NV 89135

(702) 249-9219

Work completed this visit

Site Notes

Site Notes

Billed to uponor

4/11

2 car

Garage 3364

Alarm off 1077

Price

Amount

Total Material

Price

Amount

Total Labor

Tax

Rate Completed: / /

hereby acknowledge the satisfactory completion of the above work.

Other: _____

TOTAL:

Customer Signature: _____

13WA

2348

JA000745

QTY	PART #	DESCRIPTION	UNIT PRICE	PRICE
1	BT0004	5/8" comp Hose bib.		\$21.00
4.		Pressure Tested backyard hose bib and Vacuum breaker leaking.. Had to Replace Hose Bib. Pressure tested held at 70 PSI.		
5.		Had to shut-off Pool Pump. to stop water at PUB for all Tests.		
TOTAL PARTS				
SUBCONTRACTOR				
TOTAL OTHER CHARGES				
TERMS: DUE UPON COMPLETION I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF. 1-1/2% PER MONTH (18% PER ANNUM) FINANCE CHARGE WILL BE ASSESSED ON ALL BALANCES OVER 30 DAYS.				
x Nicky Whitfield AUTHORIZED SIGNATURE				



4075 LOSEE ROAD
NORTH LAS VEGAS, NV 89030
"A FLUSH BEATS A FULL HOUSE"
(702) 642-8553

\$500,000.00 LIMIT

236151

LIC. #21952-A

NAME	Todd Swanson			DATE	11/12/17
STREET	42 Meadowhawk			P.O. #	
CITY	Las Vegas	STATE	NV	ZIP	89135
MAKE	MODEL	SERIAL NUMBER		VISA/MC AUTHORIZATION #	

(Billing)

DESCRIPTION OF WORK	SERVICE
1. Pressure test and all piping checked in the entire home.	
2. Did a visual Plumbing inspection on all Fixtures. No corrosion on any Plumbing	
3. Pressure tested front nose Bib and shut-off meter. Held at 70 PSI for 10 minutes. Also shut off irrigation.	
LABORERS CHARGES	HRS @ /HR
TECHNICIAN CHARGES	HRS @ /HR
TECHNICIAN SIGNATURE	
PARTS WARRANTY	
LABOR GUARANTY	
TAX	
TOTAL AMOUNT DUE	\$125.00
ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY.	
x [Signature] DATE 11/14/2017	

POSTED

* Before 20 *

SW

V

Cust: SWANSON, TODD
Site: SWANSON, TODD
42 MEADOWHAWK LN
Las Vegas, NV 89135

-----Site Notes-----

BILLING/ GIVE INVOICE TO BRIAN
THIS IS A HOUSE WE DID FOR BRIAN/ BLUE HERON
1ST GATE GUARD AND 2ND GATE #6018
FLAMINGO/215
2015

Work completed this visit

ork completed this visit
11/17 - @ 11:48 OK W/ Nikki AC

Labor Used		Price	Amount
Hours	Description		
_____	_____	_____	_____
_____	_____	_____	_____
		Total Labor	_____
Date Completed: ____/____/____		Tax	_____
I hereby acknowledge the satisfactory completion of the above work.		Other: _____	_____
Customer Signature: _____		TOTAL:	_____

12-11-1964

23(0/5) JA000747

Rakeman Plumbing, Inc.
4075 Losee Road
N. Las Vegas, NV 89030
(702) 642-8553

13382 Ticket #TK20807 GiveTo: #2 RAFAE
: (none) 05/23/17 08:38
ed: 04/05/17
sed: 04/05/17 by Alison Brooks
ode: ..

Cust: UPONOR
Site: SWANSON RESIDENCE
42 MEADOWHAWK LN
Las Vegas, NV 89135

(702) 249-9219

-----Site Notes-----

Request:
LEAK IN MASTER BEDROOM

Work completed this visit

Material Used		Price	Amount
Qty	Description		
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		Total Material	_____

Labor Used		Price	Amount
Hours	Description		
_____	_____	_____	_____
_____	_____	_____	_____
		Total Labor	_____

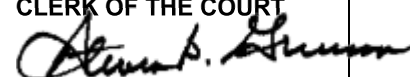
Job Completed: ____/____/____

I hereby acknowledge the satisfactory completion of the above work.

Customer Signature: _____

Other: _____

TOTAL: _____



1 **ECWD**
Rusty Graf, Esq.
2 Nevada Bar No. 6322
Shannon M. Wilson, Esq.
3 Nevada Bar No. 13988
4 **BLACK & LOBELLO**
10777 West Twain Avenue, 3rd Floor
5 Las Vegas, Nevada 89135
Telephone: (702) 869-8801
6 Facsimile: (702) 869-2669
E-mail: rgraf@blacklobello.law
7 E-mail: swilson@blacklobello.law
8 *Attorneys for Plaintiff*

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

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

12 Plaintiff,

13 v.

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

18 Defendants.

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

**PLAINTIFFS' FIRST SUPPLEMENTAL
LIST OF WITNESSES AND
PRODUCTION OF DOCUMENTS
PURSUANT TO NRCP 16.1**

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

24 These disclosures are based on information reasonably available to Plaintiffs as of this
25 date, recognizing that the investigation continues, and that discovery has just begun. Plaintiffs
26 reserve the right to supplement or modify this initial disclosure statement at any time as
27 additional information becomes available during the course of discovery.
28

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

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

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

16 **I. LIST OF WITNESSES**

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

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

- 25 2. Joseph Folino
26 c/o Black & LoBello
27 10777 W Twain Ave, #300
28 Las Vegas, Nevada 89135
(702) 869-8801

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. John Lazosky

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

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

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

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

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

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

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

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

17. Craig Jiu
(702) 214-5990
craig@valpro-group.com

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

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

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

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

II. LIST OF DOCUMENTS

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

<i>No.</i>	<i>Document</i>	<i>Bates Numbers</i>
1.	Residential Purchase Agreement	PLT000001 - PLT000010
2.	Counter Offer No. 1	PLT000011
3.	Counter Offer No. 2	PLT000012
4.	Seller's Real Property Disclosure Form	PLT000013 - PLT000017
5.	The Uniform Building Inspection Report Condensed	PLT000018 - PLT000027
6.	Request for Repair No. 1	PLT000028 - PLT000029
7.	Grant, Bargain, Sale Deed	PLT000030 - PLT000033
8.	Rakeman Plumbing Invoice	PLT000034 - PLT000035
9.	Rakeman Plumbing Letter with enclosure of payment record	PLT000036 - PLT000037
10.	E-correspondence from Uponor informing past water losses	PLT000038 - PLT000046
11.	Uponor Warranty	PLT000047 - PLT000048
12.	E-correspondence regarding water loss that occurred in February 2017	PLT000049 - PLT000053
13.	Rakeman Production – Email from Whitfield to Hawley	PLT000054 – PLT000055

14.	Rakeman Production – Letter to Swanson from Hawley	PLT000056
15.	Rakeman Production – Work Order 2018.01.05 – Invoice 237000	PLT000057 – PLT000058
16.	Rakeman Production – Invoice No. 236828	PLT000059 – PLT000060
17.	Rakeman Production – Invoice No. 236151	PLT000061 – PLT000062
18.	Rakeman Production – Invoice No. 232809	PLT000063 – PLT000064

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

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

III. PLAINTIFFS' COMPUTATION OF DAMAGES

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

1.	Fraud Damages	Approximately \$300,000.00
2.	Breach of Contract Damages	To be determined

3.	Bad Faith Damages	\$100,000.00
----	-------------------	--------------

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

IV. DEMONSTRATIVE EXHIBITS

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

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

V. GENERAL OBJECTIONS

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

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

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

Plaintiffs object to any documents that Defendants intend to use as exhibits at the trial of this matter, if any information violates the collateral source rule, hearsay rule, lacks foundation,

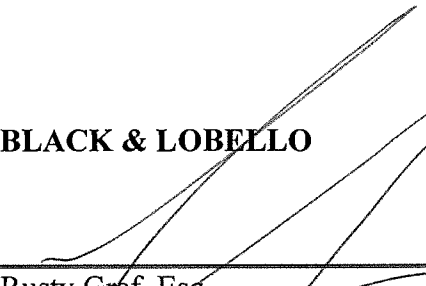
1 is not relevant or which relevancy is outweighed by its prejudicial effect, or contains
2 information that was/will be excluded by the Court or by stipulation of the parties. Plaintiffs
3 also object to these documents inasmuch as they have not been properly redacted according to
4 the laws of the privacy, and the previous stated objections.

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

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

10
11 DATED this 30th day of December 2019

BLACK & LOBELLO



Rusty Graf, Esq.
Nevada Bar No. 6322
Shannon M. Wilson, Esq.
Nevada Bar No. 13988
10777 W. Twain Ave., Suite 300
Las Vegas, NV 89135
rgraf@blacklobello.law
swilson@blacklobello.law
Attorneys for Plaintiff

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 30th day of December 2019, I caused the above and foregoing document **PLAINTIFFS' FIRST SUPPLEMENTAL LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS PURSUANT TO NRCP 16.1** to be served as follows:

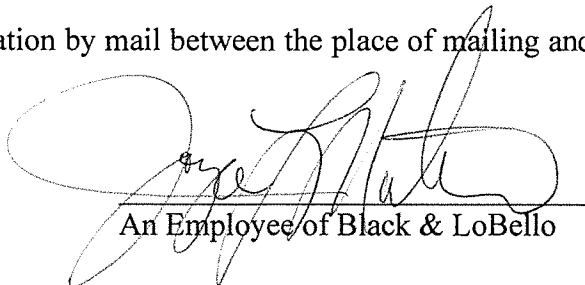
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and
- ☒ by electronic service through Odyssey, Clark County Eighth Judicial District Court's electronic filing/service system;
- ☐ pursuant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

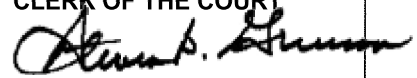
to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

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

Jeffrey L. Galliher, Esq.
Galliher Legal, P.C.
Nevada Bar No. 8078
1850 E. Sahara Ave., #107
Las Vegas, NV 89104
Attorneys for Defendants

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


An Employee of Black & LoBello



Rusty Graf, Esq.
Nevada Bar No. 6322
BLACK & LOBELLO
10777 West Twain Avenue, 3rd Floor
Las Vegas, Nevada 89135
Telephone: (702) 869-8801
Facsimile: (702) 869-2669
E-mail: rgraf@blacklobello.law
E-mail: swilson@blacklobello.law
Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

**PLAINTIFF'S NOTICE OF SUBPOENAS
PURSUANT TO NRCP 45(A)(4)(A)**

TO: Defendants TODD SWANSON, an individual; TODD SWANSON, Trustee of
the SHIRAZ TRUST; SHIRAZ TRUST, a Trust of unknown origin; LYONS DEVELOPMENT,
LLC, a Nevada limited liability company; DOES I through X; and ROES I through X, their
attorneys of record Christopher M. Young, Esq., and Jay T. Hopkins, Esq., of Christopher
M. Young, P.C., and Jeffrey L. Galliher, Esq., of Galliher Legal, P.C.:

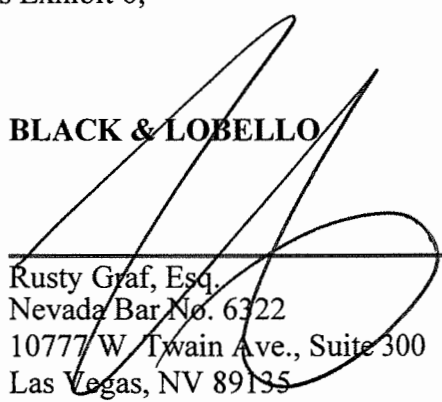
Pursuant to Rule 45 of the Nevada Rules of Civil Procedure, please take notice that on or
about Friday, January 10, 2020, Plaintiffs JOSEPH FOLINO and NICOLE FOLINO will serve
the following subpoena duces tecum:

1. Ivan Sher, attached hereto as Exhibit 1;

2. Kelly Contenta, attached hereto as Exhibit 2;
3. Nicole Whitfield, attached hereto as Exhibit 3;
4. Infinity Environmental Services, LLC., attached hereto as Exhibit 4;
5. Absolute Cabinetry, attached hereto as Exhibit 5;
6. EH Design, attached hereto as Exhibit 6;

DATED this 24th day of January 2020

BLACK & LOBELLO


Rusty Graf, Esq.
Nevada Bar No. 6322
10777 W. Twain Ave., Suite 300
Las Vegas, NV 89135
rgraf@blacklobello.law
swilson@blacklobello.law
Attorneys for Plaintiff

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 2ND day of January 2020, I caused the above and foregoing document **PLAINTIFF'S NOTICE OF SUBPOENAS PURSUANT TO NRCP 45(A)(4)(A)**

to be served as follows:

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

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

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

☐ hand delivered

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

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

Jeffrey L. Galliher, Esq.
Galliher Legal, P.C.
Nevada Bar No. 8078
1850 E. Sahara Ave., #107
Las Vegas, NV 89104
Attorneys for Defendants

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

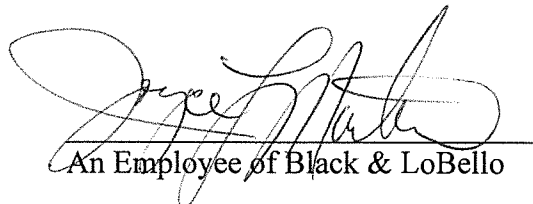

An Employee of Black & LoBello

EXHIBIT 1

SUBP

Rusty Graf, Esq.

Nevada Bar No. 6322

BLACK & LOBELLO

10777 West Twain Avenue, 3rd Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: rgraf@blacklobello.law

Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

SUBPOENA DUCES TECUM

The State of Nevada Sends Greetings to: IVAN SHER

BHHS NEVADA PROPERTIES/THE IVAN SHER GROUP

10777 W TWAIN AVE

#333

LAS VEGAS, NV 89135

YOU ARE HEREBY COMMANDED, that all and Singular, business and excuses set
aside, to deliver to BLACK & LOBELLO, 10777 West Twain Avenue, Suite 300, Las Vegas,
Nevada, 89135, on or before the 31st day of January, 2020, by 11:00 a.m., the following
documents:

///

INSTRUCTIONS/DEFINITIONS

The following preliminary definitions and instructions apply to each of the Requests set forth in the subpoena hereafter and are deemed to be incorporated therein.

A. The term "Document" shall mean and refer to all written, recorded or graphic matter, however produced or reproduced, of every kind and description, in plaintiffs or its attorneys' actual or constructive possession, custody, care or control. A Document is deemed to be in your possession, custody, care or control if it is in your physical custody, or if it is in the physical custody of any other person and you either own such Document in whole or in part or any other person and you either own such Document in whole or in part or have a right by contract, statute or otherwise to use, inspect, examine or copy such Document on demand or on any terms; or if you have an understanding, express or implied, that you may use, inspect, examine or copy such Document on any terms; or you have, as a practical matter, been able to use, inspect, examine or copy such Document when you have sought to do so. Such Documents shall include, but are not limited to, originals (or copies where originals are not available), any information preserved in electronic form, and any marginal or interlineal comment appearing on any Documents. "Document" additionally means and refers to any written, recorded or graphic representation, invoices, e-mail or voice-mail, and documents that have been optically scanned and/or stored on CD-ROM, however and by whoever prepared, disseminated or made, produced or reproduced, and all copies and drafts thereof, including but not limited to, all correspondence, telexes, written communications, notes, jottings, memoranda, telegrams, records, reports, computer printouts, calculations, worksheets, written agreements, diaries, summaries, tape recordings or transcripts of conversations or meetings, statistics, studies, receipts, invoices, checks and bills in your possession, custody or control from whatever source, whether or not prepared by you. "Document" shall also mean and refer to any electronic recording or representation of information including, but not limited to, computer tapes, computer files whether on magnetic disk or magnetic tape, videotapes, films and photographs and any draft or carbon or photographic copy of any such material, the content of which differs in any respect from the original. Any copy of a Document differing in any respect from the original shall be

1 deemed a separate copy.

2 B. The term "Person" shall mean and refer to any natural person, firm, business,
3 corporation, partnership, sole proprietorship, estate, trust, trust estate, joint venture, association,
4 group, organization or governmental agency (whether federal, state or local) or any agent
5 thereof.

6 C. The terms "and" and "or" shall be construed disjunctively or conjunctively
7 whenever appropriate in order to bring within the scope of this subpoena any and all information
8 or documents that might otherwise be considered beyond its scope.

9 D. The terms "all" and "any" means "any and all."

10 E. The terms "including" or "includes" means "including, but not limited to," and
11 "including without limitation." This term is meant to be inclusive, not exclusive.

12 F. The terms "concerning," "concerns" or "concern" shall mean concerning, relating
13 to, referring to, relying on, describing, memorializing, evidencing, reflecting or constituting in
14 any way.

15 G. The term "Communication" means any contact, oral or written, formal or
16 informal, at any time or any place under any circumstance whatsoever whereby any information
17 of any nature was transmitted or transferred, including but not limited to personal conversation,
18 conferences, telephone conversations, memoranda, letters, correspondence, reports and
19 publications.

20 H. "Relates to" or "Related to" shall mean, consist of, refer to, reflect or be in any
21 way logically or factually connected with the matter discussed.

22 I. As used throughout this subpoena, the terms "you", "You", "your" and "Your",
23 and the plurals or any synonyms thereof, are intended to and shall embrace and include in
24 addition to IVAN SHER, his agents, representatives, employees, servants, consultants,
25 contractors, subcontractors, investigators, attorneys, and any other persons or entities acting or
26 purporting to act on behalf of IVAN SHER.

27 ///

28 ///

DOCUMENTS TO BE PRODUCED

1
2 1. Any and all documentation related to or referencing the sale or purchase of
3 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

4 2. Any and all other documentation or communications related to or
5 referencing 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

6 3. Any and all other documentation or communications related to or
7 referencing seller disclosures made for 42 Meadowhawk Lane, Las Vegas, NV 89135, from
8 January 1, 2015 to present.

9
10 4. Any and all communication with and/or documents referencing or related to
11 Joseph Folino and/or Nicole Folino from January 1, 2017 to present.

12 5. Any and all communication with and/or documents referencing or related to
13 Todd Swanson from January 1, 2015 to present.

14 6. Any documents or communications related to or referencing knowledge of
15 any repairs made to 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to
16 present.

17
18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

1 If you fail to produce said documents on or before the date specified, you will be deemed
2 guilty of contempt of Court, and liable to pay all losses and damages sustained thereby to the
3 parties aggrieved.

4 **HOWEVER, IF THE DOCUMENTS ARE PROVIDED PRIOR TO THE DATE**
5 **SET HEREIN, AND PROVIDED TOGETHER WITH A NOTARIZED CERTIFICATE**
6 **OF AUTHENTICITY FROM THE CUSTODIAN OF RECORDS, NO ONE NEED**
7 **APPEAR.**

8
9 If the documents are provided prior to the date set above, please send them to:

10 Rusty Graf, Esq.
11 **BLACK & LOBELLO**
12 10777 West Twain Avenue, Suite 300
Las Vegas, Nevada 89135

13 Submitted by:

14 **BLACK & LOBELLO**

15
16
17 Rusty Graf, Esq.
18 Nevada Bar No. 6322
19 **BLACK & LOBELLO**
20 10777 West Twain Avenue, 3rd Floor
Las Vegas, Nevada 89135
21 Telephone: (702) 869-8801
22 Facsimile: (702) 869-2669
E-mail: rgraf@blacklobello.law
Attorney for Plaintiffs

EXHIBIT 2

SUBP

Rusty Graf, Esq.

Nevada Bar No. 6322

BLACK & LOBELLO

10777 West Twain Avenue, 3rd Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: rgraf@blacklobello.law

Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

SUBPOENA DUCES TECUM

The State of Nevada Sends Greetings to: KELLY CONTENTA

1604 PACIFIC TIDE PL.

LAS VEGAS, NV 89144

YOU ARE HEREBY COMMANDED, that all and Singular, business and excuses set
aside, to deliver to BLACK & LOBELLO, 10777 West Twain Avenue, Suite 300, Las Vegas,
Nevada, 89135, on or before the 31st day of January, 2020, by 11:00 a.m., the following
documents:

INSTRUCTIONS/DEFINITIONS

The following preliminary definitions and instructions apply to each of the Requests set

1 forth in the subpoena hereafter and are deemed to be incorporated therein.

2 A. The term "Document" shall mean and refer to all written, recorded or graphic
3 matter, however produced or reproduced, of every kind and description, in plaintiffs or its
4 attorneys' actual or constructive possession, custody, care or control. A Document is deemed to
5 be in your possession, custody, care or control if it is in your physical custody, or if it is in the
6 physical custody of any other person and you either own such Document in whole or in part or
7 any other person and you either own such Document in whole or in part or have a right by
8 contract, statute or otherwise to use, inspect, examine or copy such Document on demand or on
9 any terms; or if you have an understanding, express or implied, that you may use, inspect,
10 examine or copy such Document on any terms; or you have, as a practical matter, been able to
11 use, inspect, examine or copy such Document when you have sought to do so. Such Documents
12 shall include, but are not limited to, originals (or copies where originals are not available), any
13 information preserved in electronic form, and any marginal or interlineal comment appearing on
14 any Documents. "Document" additionally means and refers to any written, recorded or graphic
15 representation, invoices, e-mail or voice-mail, and documents that have been optically scanned
16 and/or stored on CD-ROM, however and by whoever prepared, disseminated or made, produced
17 or reproduced, and all copies and drafts thereof, including but not limited to, all correspondence,
18 telexes, written communications, notes, jottings, memoranda, telegrams, records, reports,
19 computer printouts, calculations, worksheets, written agreements, diaries, summaries, tape
20 recordings or transcripts of conversations or meetings, statistics, studies, receipts, invoices,
21 checks and bills in your possession, custody or control from whatever source, whether or not
22 prepared by you. "Document" shall also mean and refer to any electronic recording or
23 representation of information including, but not limited to, computer tapes, computer files
24 whether on magnetic disk or magnetic tape, videotapes, films and photographs and any draft or
25 carbon or photographic copy of any such material, the content of which differs in any respect
26 from the original. Any copy of a Document differing in any respect from the original shall be
27 deemed a separate copy.

28 B. The term "Person" shall mean and refer to any natural person, firm, business,

1 corporation, partnership, sole proprietorship, estate, trust, trust estate, joint venture, association,
2 group, organization or governmental agency (whether federal, state or local) or any agent
3 thereof.

4 C. The terms "and" and "or" shall be construed disjunctively or conjunctively
5 whenever appropriate in order to bring within the scope of this subpoena any and all information
6 or documents that might otherwise be considered beyond its scope.

7 D. The terms "all" and "any" means "any and all."

8 E. The terms "including" or "includes" means "including, but not limited to," and
9 "including without limitation." This term is meant to be inclusive, not exclusive.

10 F. The terms "concerning," "concerns" or "concern" shall mean concerning, relating
11 to, referring to, relying on, describing, memorializing, evidencing, reflecting or constituting in
12 any way.

13 G. The term "Communication" means any contact, oral or written, formal or
14 informal, at any time or any place under any circumstance whatsoever whereby any information
15 of any nature was transmitted or transferred, including but not limited to personal conversation,
16 conferences, telephone conversations, memoranda, letters, correspondence, reports and
17 publications.

18 H. "Relates to" or "Related to" shall mean, consist of, refer to, reflect or be in any
19 way logically or factually connected with the matter discussed.

20 I. As used throughout this subpoena, the terms "you", "You", "your" and "Your",
21 and the plurals or any synonyms thereof, are intended to and shall embrace and include in
22 addition to KELLY CONTENTA, her agents, representatives, employees, servants, consultants,
23 contractors, subcontractors, investigators, attorneys, and any other persons or entities acting or
24 purporting to act on behalf of KELLY CONTENTA.

25 **DOCUMENTS TO BE PRODUCED**

26 1. Any and all documentation related to or referencing the sale or purchase of
27 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.
28

2. Any and all other documentation or communications related to or referencing 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

3. Any and all other documentation or communications related to or referencing seller disclosures made for 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

4. Any and all communication with and/or documents referencing or related to Joseph Folino and/or Nicole Folino from January 1, 2017 to present.

5. Any and all communication with and/or documents referencing or related to Todd Swanson from January 1, 2015 to present.

6. Any documents or communications related to or referencing knowledge of any repairs made to 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

///

///

///

///

///

///

///

///

///

///

///

///

1 If you fail to produce said documents on or before the date specified, you will be deemed
2 guilty of contempt of Court, and liable to pay all losses and damages sustained thereby to the
3 parties aggrieved.

4 **HOWEVER, IF THE DOCUMENTS ARE PROVIDED PRIOR TO THE DATE**
5 **SET HEREIN, AND PROVIDED TOGETHER WITH A NOTARIZED CERTIFICATE**
6 **OF AUTHENTICITY FROM THE CUSTODIAN OF RECORDS, NO ONE NEED**
7 **APPEAR.**

8
9 **If the documents are provided prior to the date set above, please send them to:**

10 Rusty Graf, Esq.
11 **BLACK & LOBELLO**
12 10777 West Twain Avenue, Suite 300
13 Las Vegas, Nevada 89135

14 Submitted by:

15 **BLACK & LOBELLO**

16
17 Rusty Graf, Esq.
18 Nevada Bar No. 6322
19 **BLACK & LOBELLO**
20 10777 West Twain Avenue, 3rd Floor
21 Las Vegas, Nevada 89135
22 Telephone: (702) 869-8801
23 Facsimile: (702) 869-2669
24 E-mail: rgraf@blacklobello.law
25 *Attorney for Plaintiffs*
26
27
28

EXHIBIT 3

SUBP

Rusty Graf, Esq.

Nevada Bar No. 6322

BLACK & LOBELLO

10777 West Twain Avenue, 3rd Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: rgraf@blacklobello.law

Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

SUBPOENA DUCES TECUM

The State of Nevada Sends Greetings to: NICOLE WHITFIELD

2435 MARLENE WAY

HENDERSON, NV 89014

YOU ARE HEREBY COMMANDED, that all and Singular, business and excuses set
aside, to deliver to BLACK & LOBELLO, 10777 West Twain Avenue, Suite 300, Las Vegas,
Nevada, 89135, on or before the 31st day of January, 2020, by 11:00 a.m., the following
documents:

INSTRUCTIONS/DEFINITIONS

The following preliminary definitions and instructions apply to each of the Requests set

1 forth in the subpoena hereafter and are deemed to be incorporated therein.

2 A. The term "Document" shall mean and refer to all written, recorded or graphic
3 matter, however produced or reproduced, of every kind and description, in plaintiffs or its
4 attorneys' actual or constructive possession, custody, care or control. A Document is deemed to
5 be in your possession, custody, care or control if it is in your physical custody, or if it is in the
6 physical custody of any other person and you either own such Document in whole or in part or
7 any other person and you either own such Document in whole or in part or have a right by
8 contract, statute or otherwise to use, inspect, examine or copy such Document on demand or on
9 any terms; or if you have an understanding, express or implied, that you may use, inspect,
10 examine or copy such Document on any terms; or you have, as a practical matter, been able to
11 use, inspect, examine or copy such Document when you have sought to do so. Such Documents
12 shall include, but are not limited to, originals (or copies where originals are not available), any
13 information preserved in electronic form, and any marginal or interlineal comment appearing on
14 any Documents. "Document" additionally means and refers to any written, recorded or graphic
15 representation, invoices, e-mail or voice-mail, and documents that have been optically scanned
16 and/or stored on CD-ROM, however and by whoever prepared, disseminated or made, produced
17 or reproduced, and all copies and drafts thereof, including but not limited to, all correspondence,
18 telexes, written communications, notes, jottings, memoranda, telegrams, records, reports,
19 computer printouts, calculations, worksheets, written agreements, diaries, summaries, tape
20 recordings or transcripts of conversations or meetings, statistics, studies, receipts, invoices,
21 checks and bills in your possession, custody or control from whatever source, whether or not
22 prepared by you. "Document" shall also mean and refer to any electronic recording or
23 representation of information including, but not limited to, computer tapes, computer files
24 whether on magnetic disk or magnetic tape, videotapes, films and photographs and any draft or
25 carbon or photographic copy of any such material, the content of which differs in any respect
26 from the original. Any copy of a Document differing in any respect from the original shall be
27 deemed a separate copy.

28 B. The term "Person" shall mean and refer to any natural person, firm, business,

1 corporation, partnership, sole proprietorship, estate, trust, trust estate, joint venture, association,
2 group, organization or governmental agency (whether federal, state or local) or any agent
3 thereof.

4 C. The terms "and" and "or" shall be construed disjunctively or conjunctively
5 whenever appropriate in order to bring within the scope of this subpoena any and all information
6 or documents that might otherwise be considered beyond its scope.

7 D. The terms "all" and "any" means "any and all."

8 E. The terms "including" or "includes" means "including, but not limited to," and
9 "including without limitation." This term is meant to be inclusive, not exclusive.

10 F. The terms "concerning," "concerns" or "concern" shall mean concerning, relating
11 to, referring to, relying on, describing, memorializing, evidencing, reflecting or constituting in
12 any way.

13 G. The term "Communication" means any contact, oral or written, formal or
14 informal, at any time or any place under any circumstance whatsoever whereby any information
15 of any nature was transmitted or transferred, including but not limited to personal conversation,
16 conferences, telephone conversations, memoranda, letters, correspondence, reports and
17 publications.

18 H. "Relates to" or "Related to" shall mean, consist of, refer to, reflect or be in any
19 way logically or factually connected with the matter discussed.

20 I. As used throughout this subpoena, the terms "you", "You", "your" and "Your",
21 and the plurals or any synonyms thereof, are intended to and shall embrace and include in
22 addition to NICOLE WHITFIELD, its agents, representatives, employees, servants, consultants,
23 contractors, subcontractors, investigators, attorneys, and any other persons or entities acting or
24 purporting to act on behalf of NICOLE WHITFIELD.

25 **DOCUMENTS TO BE PRODUCED**

26 **1. Any and all documentation related to or referencing the sale or purchase of**
27 **42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.**
28

2. Any and all other documentation or communications related to or referencing 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

3. Any and all other documentation or communications related to or referencing seller disclosures made for 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

4. Any and all communication with and/or documents referencing or related to Joseph Folino and/or Nicole Folino from January 1, 2017 to present.

5. Any and all communication with and/or documents referencing or related to Todd Swanson from January 1, 2015 to present.

6. Any documents or communications related to or referencing knowledge of any repairs made to 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

7. A copy of the timeline of events for the 11/7/2017 water leak at 42 Meadowhawk Lane, Las Vegas, NV 89135, which you prepared for Todd Swanson.

8. A copy of the summary of your communications with the Folino's and their agent, which you prepared for Todd Swanson.

///

///

///

///

///

///

///

///

1 If you fail to produce said documents on or before the date specified, you will be deemed
2 guilty of contempt of Court, and liable to pay all losses and damages sustained thereby to the
3 parties aggrieved.

4 **HOWEVER, IF THE DOCUMENTS ARE PROVIDED PRIOR TO THE DATE**
5 **SET HEREIN, AND PROVIDED TOGETHER WITH A NOTARIZED CERTIFICATE**
6 **OF AUTHENTICITY FROM THE CUSTODIAN OF RECORDS, NO ONE NEED**
7 **APPEAR.**

8
9 **If the documents are provided prior to the date set above, please send them to:**

Rusty Graf, Esq.
BLACK & LOBELLO
10777 West Twain Avenue, Suite 300
Las Vegas, Nevada 89135

10
11
12
13 Submitted by:

14
15 BLACK & LOBELLO

16
17 Rusty Graf, Esq.
18 Nevada Bar No. 6322
19 **BLACK & LOBELLO**
20 10777 West Twain Avenue, 3rd Floor
21 Las Vegas, Nevada 89135
22 Telephone: (702) 869-8801
23 Facsimile: (702) 869-2669
24 E-mail: rgraf@blacklobello.law
25 *Attorney for Plaintiff*
26
27
28

EXHIBIT 4

SUBP

Rusty Graf, Esq.

Nevada Bar No. 6322

BLACK & LOBELLO

10777 West Twain Avenue, 3rd Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: rgraf@blacklobello.law

Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

Plaintiff,

v.

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

Defendants.

SUBPOENA DUCES TECUM

The State of Nevada Sends Greetings to: INFINITY ENVIRONMENTAL SERVICES

9594 NEWTON GROVE CT

LAS VEGAS, NV 89148-4644

YOU ARE HEREBY COMMANDED, that all and Singular, business and excuses set
aside, to deliver to BLACK & LOBELLO, 10777 West Twain Avenue, Suite 300, Las Vegas,
Nevada, 89135, on or before the 31st day of January, 2020, by 11:00 a.m., the following
documents:

INSTRUCTIONS/DEFINITIONS

The following preliminary definitions and instructions apply to each of the Requests set

1 forth in the subpoena hereafter and are deemed to be incorporated therein.

2 A. The term "Document" shall mean and refer to all written, recorded or graphic
3 matter, however produced or reproduced, of every kind and description, in plaintiffs or its
4 attorneys' actual or constructive possession, custody, care or control. A Document is deemed to
5 be in your possession, custody, care or control if it is in your physical custody, or if it is in the
6 physical custody of any other person and you either own such Document in whole or in part or
7 any other person and you either own such Document in whole or in part or have a right by
8 contract, statute or otherwise to use, inspect, examine or copy such Document on demand or on
9 any terms; or if you have an understanding, express or implied, that you may use, inspect,
10 examine or copy such Document on any terms; or you have, as a practical matter, been able to
11 use, inspect, examine or copy such Document when you have sought to do so. Such Documents
12 shall include, but are not limited to, originals (or copies where originals are not available), any
13 information preserved in electronic form, and any marginal or interlineal comment appearing on
14 any Documents. "Document" additionally means and refers to any written, recorded or graphic
15 representation, invoices, e-mail or voice-mail, and documents that have been optically scanned
16 and/or stored on CD-ROM, however and by whoever prepared, disseminated or made, produced
17 or reproduced, and all copies and drafts thereof, including but not limited to, all correspondence,
18 telexes, written communications, notes, jottings, memoranda, telegrams, records, reports,
19 computer printouts, calculations, worksheets, written agreements, diaries, summaries, tape
20 recordings or transcripts of conversations or meetings, statistics, studies, receipts, invoices,
21 checks and bills in your possession, custody or control from whatever source, whether or not
22 prepared by you. "Document" shall also mean and refer to any electronic recording or
23 representation of information including, but not limited to, computer tapes, computer files
24 whether on magnetic disk or magnetic tape, videotapes, films and photographs and any draft or
25 carbon or photographic copy of any such material, the content of which differs in any respect
26 from the original. Any copy of a Document differing in any respect from the original shall be
27 deemed a separate copy.

28 B. The term "Person" shall mean and refer to any natural person, firm, business,

1 corporation, partnership, sole proprietorship, estate, trust, trust estate, joint venture, association,
2 group, organization or governmental agency (whether federal, state or local) or any agent
3 thereof.

4 C. The terms "and" and "or" shall be construed disjunctively or conjunctively
5 whenever appropriate in order to bring within the scope of this subpoena any and all information
6 or documents that might otherwise be considered beyond its scope.

7 D. The terms "all" and "any" means "any and all."

8 E. The terms "including" or "includes" means "including, but not limited to," and
9 "including without limitation." This term is meant to be inclusive, not exclusive.

10 F. The terms "concerning," "concerns" or "concern" shall mean concerning, relating
11 to, referring to, relying on, describing, memorializing, evidencing, reflecting or constituting in
12 any way.

13 G. The term "Communication" means any contact, oral or written, formal or
14 informal, at any time or any place under any circumstance whatsoever whereby any information
15 of any nature was transmitted or transferred, including but not limited to personal conversation,
16 conferences, telephone conversations, memoranda, letters, correspondence, reports and
17 publications.

18 H. "Relates to" or "Related to" shall mean, consist of, refer to, reflect or be in any
19 way logically or factually connected with the matter discussed.

20 I. As used throughout this subpoena, the terms "you", "You", "your" and "Your",
21 and the plurals or any synonyms thereof, are intended to and shall embrace and include in
22 addition to INFINITY ENVIRONMENTAL SERVICES, its agents, representatives, employees,
23 servants, consultants, contractors, subcontractors, investigators, attorneys, and any other persons
24 or entities acting or purporting to act on behalf of INFINITY ENVIRONMENTAL SERVICES.

25 **DOCUMENTS TO BE PRODUCED**

26 1. Any and all documentation related to or referencing any work conducted by
27 Infinity Environmental Services at 42 Meadowhawk Lane, Las Vegas, NV 89135, from
28

1 **January 1, 2015 to present.**

2 **2. Any and all other documentation or communications related to or**
3 **referencing 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.**

4 **3. Any and all communication with and/or documents referencing or related to**
5 **Joseph Folino and/or Nicole Folino from January 1, 2017 to present.**

6 **4. Any and all communication with and/or documents referencing or related to**
7 **The Shiraz Trust from January 1, 2015 to present.**

8 **5. Any and all communication with and/or documents referencing or related to**
9 **Todd Swanson from January 1, 2015 to present.**

10 **6. Any and all communication with and/or documents referencing or related to**
11 **Lyons Development, LLC., from January 1, 2015 to present.**

12
13 ///

14
15 ///

16
17 ///

18
19 ///

20
21 ///

22
23 ///

24
25 ///

26
27 ///

28
29 ///

1 If you fail to produce said documents on or before the date specified, you will be deemed
2 guilty of contempt of Court, and liable to pay all losses and damages sustained thereby to the
3 parties aggrieved.

4 **HOWEVER, IF THE DOCUMENTS ARE PROVIDED PRIOR TO THE DATE**
5 **SET HEREIN, AND PROVIDED TOGETHER WITH A NOTARIZED CERTIFICATE**
6 **OF AUTHENTICITY FROM THE CUSTODIAN OF RECORDS, NO ONE NEED**
7 **APPEAR.**

8
9 **If the documents are provided prior to the date set above, please send them to:**

10 Rusty Graf, Esq.
11 **BLACK & LOBELLO**
12 10777 West Twain Avenue, Suite 300
Las Vegas, Nevada 89135

13 Submitted by:

14
15 **BLACK & LOBELLO**

16
17 Rusty Graf, Esq.
18 Nevada Bar No. 6322
19 **BLACK & LOBELLO**
20 10777 West Twain Avenue, 3rd Floor
Las Vegas, Nevada 89135
21 Telephone: (702) 869-8801
22 Facsimile: (702) 869-2669
E-mail: rgraf@blacklobello.law
Attorney for Plaintiff

EXHIBIT 5

SUBP

Rusty Graf, Esq.

Nevada Bar No. 6322

BLACK & LOBELLO

10777 West Twain Avenue, 3rd Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: rgraf@blacklobello.law

Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

SUBPOENA DUCES TECUM

The State of Nevada Sends Greetings to: ABSOLUTE CLOSETS & CABINETRY
6754 SPENCER ST,
LAS VEGAS, NV 89119

YOU ARE HEREBY COMMANDED, that all and Singular, business and excuses set
aside, to deliver to BLACK & LOBELLO, 10777 West Twain Avenue, Suite 300, Las Vegas,
Nevada, 89135, on or before the 31st day of January, 2020, by 11:00 a.m., the following
documents:

INSTRUCTIONS/DEFINITIONS

The following preliminary definitions and instructions apply to each of the Requests set

1 forth in the subpoena hereafter and are deemed to be incorporated therein.

2 A. The term "Document" shall mean and refer to all written, recorded or graphic
3 matter, however produced or reproduced, of every kind and description, in plaintiffs or its
4 attorneys' actual or constructive possession, custody, care or control. A Document is deemed to
5 be in your possession, custody, care or control if it is in your physical custody, or if it is in the
6 physical custody of any other person and you either own such Document in whole or in part or
7 any other person and you either own such Document in whole or in part or have a right by
8 contract, statute or otherwise to use, inspect, examine or copy such Document on demand or on
9 any terms; or if you have an understanding, express or implied, that you may use, inspect,
10 examine or copy such Document on any terms; or you have, as a practical matter, been able to
11 use, inspect, examine or copy such Document when you have sought to do so. Such Documents
12 shall include, but are not limited to, originals (or copies where originals are not available), any
13 information preserved in electronic form, and any marginal or interlineal comment appearing on
14 any Documents. "Document" additionally means and refers to any written, recorded or graphic
15 representation, invoices, e-mail or voice-mail, and documents that have been optically scanned
16 and/or stored on CD-ROM, however and by whoever prepared, disseminated or made, produced
17 or reproduced, and all copies and drafts thereof, including but not limited to, all correspondence,
18 telexes, written communications, notes, jottings, memoranda, telegrams, records, reports,
19 computer printouts, calculations, worksheets, written agreements, diaries, summaries, tape
20 recordings or transcripts of conversations or meetings, statistics, studies, receipts, invoices,
21 checks and bills in your possession, custody or control from whatever source, whether or not
22 prepared by you. "Document" shall also mean and refer to any electronic recording or
23 representation of information including, but not limited to, computer tapes, computer files
24 whether on magnetic disk or magnetic tape, videotapes, films and photographs and any draft or
25 carbon or photographic copy of any such material, the content of which differs in any respect
26 from the original. Any copy of a Document differing in any respect from the original shall be
27 deemed a separate copy.

28 B. The term "Person" shall mean and refer to any natural person, firm, business,

1 corporation, partnership, sole proprietorship, estate, trust, trust estate, joint venture, association,
2 group, organization or governmental agency (whether federal, state or local) or any agent
3 thereof.

4 C. The terms "and" and "or" shall be construed disjunctively or conjunctively
5 whenever appropriate in order to bring within the scope of this subpoena any and all information
6 or documents that might otherwise be considered beyond its scope.

7 D. The terms "all" and "any" means "any and all."

8 E. The terms "including" or "includes" means "including, but not limited to," and
9 "including without limitation." This term is meant to be inclusive, not exclusive.

10 F. The terms "concerning," "concerns" or "concern" shall mean concerning, relating
11 to, referring to, relying on, describing, memorializing, evidencing, reflecting or constituting in
12 any way.

13 G. The term "Communication" means any contact, oral or written, formal or
14 informal, at any time or any place under any circumstance whatsoever whereby any information
15 of any nature was transmitted or transferred, including but not limited to personal conversation,
16 conferences, telephone conversations, memoranda, letters, correspondence, reports and
17 publications.

18 H. "Relates to" or "Related to" shall mean, consist of, refer to, reflect or be in any
19 way logically or factually connected with the matter discussed.

20 I. As used throughout this subpoena, the terms "you", "You", "your" and "Your",
21 and the plurals or any synonyms thereof, are intended to and shall embrace and include in
22 addition to ABSOLUTE CLOSETS & CABINETRY, its agents, representatives, employees,
23 servants, consultants, contractors, subcontractors, investigators, attorneys, and any other persons
24 or entities acting or purporting to act on behalf of ABSOLUTE CLOSETS & CABINETRY.

25 **DOCUMENTS TO BE PRODUCED**

26 1. Any and all documentation related to or referencing any work conducted by
27 Absolute Closets & Cabinetry at 42 Meadowhawk Lane, Las Vegas, NV 89135, from
28

1 January 1, 2015 to present.

2 2. Any and all other documentation or communications related to or
3 referencing 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

4 3. Any and all communication with and/or documents referencing or related to
5 Joseph Folino and/or Nicole Folino from January 1, 2017 to present.

6 4. Any and all communication with and/or documents referencing or related to
7 The Shiraz Trust from January 1, 2015 to present.

8 5. Any and all communication with and/or documents referencing or related to
9 Todd Swanson from January 1, 2015 to present.

10 6. Any and all communication with and/or documents referencing or related to
11 Lyons Development, LLC., from January 1, 2015 to present.

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 If you fail to produce said documents on or before the date specified, you will be deemed
2 guilty of contempt of Court, and liable to pay all losses and damages sustained thereby to the
3 parties aggrieved.

4 **HOWEVER, IF THE DOCUMENTS ARE PROVIDED PRIOR TO THE DATE**
5 **SET HEREIN, AND PROVIDED TOGETHER WITH A NOTARIZED CERTIFICATE**
6 **OF AUTHENTICITY FROM THE CUSTODIAN OF RECORDS, NO ONE NEED**
7 **APPEAR.**

8
9 **If the documents are provided prior to the date set above, please send them to:**

10 Rusty Graf, Esq.
11 **BLACK & LOBELLO**
12 10777 West Twain Avenue, Suite 300
Las Vegas, Nevada 89135

13
14 Submitted by:

15 **BLACK & LOBELLO**

16
17 Rusty Graf, Esq.
18 Nevada Bar No. 6322
19 **BLACK & LOBELLO**
20 10777 West Twain Avenue, 3rd Floor
21 Las Vegas, Nevada 89135
22 Telephone: (702) 869-8801
Facsimile: (702) 869-2669
E-mail: rgraf@blacklobello.law
Attorney for Plaintiff

EXHIBIT 6

SUBP

Rusty Graf, Esq.

Nevada Bar No. 6322

BLACK & LOBELLO

10777 West Twain Avenue, 3rd Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: rgraf@blacklobello.law

Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

SUBPOENA DUCES TECUM

The State of Nevada Sends Greetings to: EH DESIGNS

5627 DEER CREEK FALLS CT

LAS VEGAS, NV 89118

YOU ARE HEREBY COMMANDED, that all and Singular, business and excuses set
aside, to deliver to BLACK & LOBELLO, 10777 West Twain Avenue, Suite 300, Las Vegas,
Nevada, 89135, on or before the 31st day of January, 2020 by 11:00 a.m., the following
documents:

INSTRUCTIONS/DEFINITIONS

The following preliminary definitions and instructions apply to each of the Requests set

1 forth in the subpoena hereafter and are deemed to be incorporated therein.

2 A. The term "Document" shall mean and refer to all written, recorded or graphic
3 matter, however produced or reproduced, of every kind and description, in plaintiffs or its
4 attorneys' actual or constructive possession, custody, care or control. A Document is deemed to
5 be in your possession, custody, care or control if it is in your physical custody, or if it is in the
6 physical custody of any other person and you either own such Document in whole or in part or
7 any other person and you either own such Document in whole or in part or have a right by
8 contract, statute or otherwise to use, inspect, examine or copy such Document on demand or on
9 any terms; or if you have an understanding, express or implied, that you may use, inspect,
10 examine or copy such Document on any terms; or you have, as a practical matter, been able to
11 use, inspect, examine or copy such Document when you have sought to do so. Such Documents
12 shall include, but are not limited to, originals (or copies where originals are not available), any
13 information preserved in electronic form, and any marginal or interlineal comment appearing on
14 any Documents. "Document" additionally means and refers to any written, recorded or graphic
15 representation, invoices, e-mail or voice-mail, and documents that have been optically scanned
16 and/or stored on CD-ROM, however and by whoever prepared, disseminated or made, produced
17 or reproduced, and all copies and drafts thereof, including but not limited to, all correspondence,
18 telexes, written communications, notes, jottings, memoranda, telegrams, records, reports,
19 computer printouts, calculations, worksheets, written agreements, diaries, summaries, tape
20 recordings or transcripts of conversations or meetings, statistics, studies, receipts, invoices,
21 checks and bills in your possession, custody or control from whatever source, whether or not
22 prepared by you. "Document" shall also mean and refer to any electronic recording or
23 representation of information including, but not limited to, computer tapes, computer files
24 whether on magnetic disk or magnetic tape, videotapes, films and photographs and any draft or
25 carbon or photographic copy of any such material, the content of which differs in any respect
26 from the original. Any copy of a Document differing in any respect from the original shall be
27 deemed a separate copy.

28 B. The term "Person" shall mean and refer to any natural person, firm, business,

1 corporation, partnership, sole proprietorship, estate, trust, trust estate, joint venture, association,
2 group, organization or governmental agency (whether federal, state or local) or any agent
3 thereof.

4 C. The terms "and" and "or" shall be construed disjunctively or conjunctively
5 whenever appropriate in order to bring within the scope of this subpoena any and all information
6 or documents that might otherwise be considered beyond its scope.

7 D. The terms "all" and "any" means "any and all."

8 E. The terms "including" or "includes" means "including, but not limited to," and
9 "including without limitation." This term is meant to be inclusive, not exclusive.

10 F. The terms "concerning," "concerns" or "concern" shall mean concerning, relating
11 to, referring to, relying on, describing, memorializing, evidencing, reflecting or constituting in
12 any way.

13 G. The term "Communication" means any contact, oral or written, formal or
14 informal, at any time or any place under any circumstance whatsoever whereby any information
15 of any nature was transmitted or transferred, including but not limited to personal conversation,
16 conferences, telephone conversations, memoranda, letters, correspondence, reports and
17 publications.

18 H. "Relates to" or "Related to" shall mean, consist of, refer to, reflect or be in any
19 way logically or factually connected with the matter discussed.

20 I. As used throughout this subpoena, the terms "you", "You", "your" and "Your",
21 and the plurals or any synonyms thereof, are intended to and shall embrace and include in
22 addition to EH DESIGNS, its agents, representatives, employees, servants, consultants,
23 contractors, subcontractors, investigators, attorneys, and any other persons or entities acting or
24 purporting to act on behalf of EH DESIGNS

25 **DOCUMENTS TO BE PRODUCED**

26 1. Any and all documentation related to or referencing any work conducted by
27 EH Designs at 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to
28

1 present.

2 2. Any and all other documentation or communications related to or
3 referencing 42 Meadowhawk Lane, Las Vegas, NV 89135, from January 1, 2015 to present.

4 3. Any and all communication with and/or documents referencing or related to
5 Joseph Folino and/or Nicole Folino from January 1, 2017 to present.

6 4. Any and all communication with and/or documents referencing or related to
7 The Shiraz Trust from January 1, 2015 to present.

8 5. Any and all communication with and/or documents referencing or related to
9 Todd Swanson from January 1, 2015 to present.

10 6. Any and all communication with and/or documents referencing or related to
11 Lyons Development, LLC., from January 1, 2015 to present.

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 If you fail to produce said documents on or before the date specified, you will be deemed
2 guilty of contempt of Court, and liable to pay all losses and damages sustained thereby to the
3 parties aggrieved.

4 **HOWEVER, IF THE DOCUMENTS ARE PROVIDED PRIOR TO THE DATE**
5 **SET HEREIN, AND PROVIDED TOGETHER WITH A NOTARIZED CERTIFICATE**
6 **OF AUTHENTICITY FROM THE CUSTODIAN OF RECORDS, NO ONE NEED**
7 **APPEAR.**

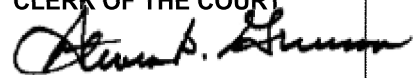
9 **If the documents are provided prior to the date set above, please send them to:**

Rusty Graf, Esq.
BLACK & LOBELLO
10777 West Twain Avenue, Suite 300
Las Vegas, Nevada 89135

13 Submitted by:

14 BLACK & LOBELLO

15
16
17 Rusty Graf, Esq.
18 Nevada Bar No. 6322
19 **BLACK & LOBELLO**
20 10777 West Twain Avenue, 3rd Floor
21 Las Vegas, Nevada 89135
22 Telephone: (702) 869-8801
23 Facsimile: (702) 869-2669
24 E-mail: rgraf@blacklobello.law
25 *Attorney for Plaintiff*
26
27
28



SUBP
RUSTY GRAF, ESQ.
Nevada Bar No. 6322
BLACK & LOBELLO
10777 W. Twain Ave., 3rd Fl.
Las Vegas, Nevada 89135
(702) 869-8801
(702) 869-2669 (fax)
rgraf@blacklobello.law
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

CASE NO.: A-18-782494-C

Plaintiff,

DEPT. NO.: XXIV

v.

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

Defendants.

VIDEOTAPED DEPOSITION SUBPOENA KELLY CONTENTA

THE STATE OF NEVADA TO: KELLY CONTENTA
1604 Pacific Tide Pl.
Las Vegas, NV 89144

YOU ARE ORDERED TO APPEAR AS A WITNESS and give testimony at the
following date, time and place pursuant to NRS 50.165 and NRCP 30 and 45, UNLESS, you
make an agreement with the attorney or party submitting this subpoena:

Date: January 28, 2020

Time: 1:00 p.m.

Place: Black & LoBello, 10777 W. Twain Avenue, Suite 300, Las Vegas, NV, 89135

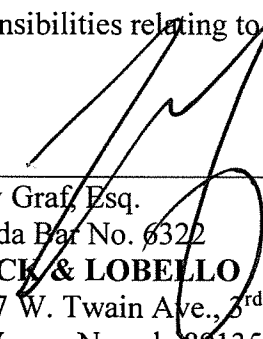
If you are a public or private corporation, partnership, association, or governmental
agency, you are ordered to designate one or more officers, directors, managing agents, or other

1 persons who consent to testify on your behalf. The persons you designate will be examined, and
2 are ordered to testify, on the matters set forth below that are known or reasonably available to the
3 organization. NRCp 30(b)(6).

4 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by
5 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and
6 mileage, unless issued on behalf of the State or a State agency. NRCp 45(b).

7 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
8 upon that person may be deemed a contempt of the court, NRCp 45(e), punishable by a fine not
9 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a
10 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages
11 sustained as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS
12 50.195, 50.205, and 22.100(3).

13 Please see the attached Exhibit "A" for information regarding your rights and
14 responsibilities relating to this Subpoena.

15
16 By: 
17 Rusty Graf, Esq.
18 Nevada Bar No. 6322
19 **BLACK & LOBELLO**
20 10777 W. Twain Ave., 3rd Fl.
21 Las Vegas, Nevada 89135
22 (702) 869-8801
23 (702) 869-2669 (fax)
24 rgraf@blacklobello.law
25 Attorney for Plaintiff
26
27
28

11/2/20
Date

EXHIBIT "A"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) *Protection of persons subject to subpoena.*

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) *Duties in responding to subpoena.*

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 2ND day of January 2020, I caused the above and foregoing document **VIDEOTAPED DEPOSITION SUBPOENA KELLY CONTENTA** to be served as follows:

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

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

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

☐ hand delivered

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

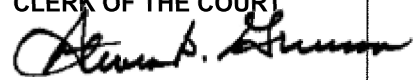
Christopher M. Young, Esq.
Nevada Bar No. 7961
Jay T. Hopkins, Esq.
Nevada Bar No. 3223
Christopher M. Young, PC
2640 Professional Court, #200
Las Vegas, Nevada 89128
Attorneys for Defendants

Jeffrey L. Galliher, Esq.
Galliher Legal, P.C.
Nevada Bar No. 8078
1850 E. Sahara Ave., #107
Las Vegas, NV 89104
Attorneys for Defendants

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

/s/Joyce L. Martin

An Employee of Black & LoBello



SUBP
RUSTY GRAF, ESQ.
Nevada Bar No. 6322
BLACK & LOBELLO
10777 W. Twain Ave., 3rd Fl.
Las Vegas, Nevada 89135
(702) 869-8801
(702) 869-2669 (fax)
rgraf@blacklobello.law
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

CASE NO.: A-18-782494-C

Plaintiff,

DEPT. NO.: XXIV

v.

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

Defendants.

VIDEOTAPED DEPOSITION SUBPOENA IVAN SHER

THE STATE OF NEVADA TO: IVAN SHER

BHHS Nevada Properties/The Ivan Sher Group
10777 W Twain Ave
#333
Las Vegas, NV 89135

YOU ARE ORDERED TO APPEAR AS A WITNESS and give testimony at the
following date, time and place pursuant to NRS 50.165 and NRCP 30 and 45, UNLESS, you
make an agreement with the attorney or party submitting this subpoena:

Date: January 28, 2020

Time: 9:00 a.m.

Place: Black & LoBello, 10777 W. Twain Avenue, Suite 300, Las Vegas, NV, 89135

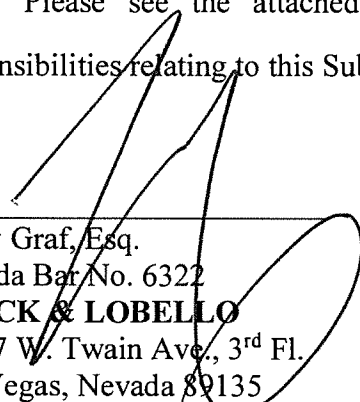
If you are a public or private corporation, partnership, association, or governmental

1 agency, you are ordered to designate one or more officers, directors, managing agents, or other
2 persons who consent to testify on your behalf. The persons you designate will be examined, and
3 are ordered to testify, on the matters set forth below that are known or reasonably available to the
4 organization. NRCP 30(b)(6).

5 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by
6 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and
7 mileage, unless issued on behalf of the State or a State agency. NRCP 45(b).

8 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
9 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
10 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a
11 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages
12 sustained as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS
13 50.195, 50.205, and 22.100(3).

14 Please see the attached Exhibit "A" for information regarding your rights and
15 responsibilities relating to this Subpoena.

16
17 By: 
18 Rusty Graf, Esq.
19 Nevada Bar No. 6322
20 **BLACK & LOBELLO**
21 10777 W. Twain Ave., 3rd Fl.
22 Las Vegas, Nevada 89135
23 (702) 869-8801
24 (702) 869-2669 (fax)
25 rgraf@blacklobello.law
26 *Attorney for Plaintiff*
27
28

11/2/20
Date

EXHIBIT "A"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) *Protection of persons subject to subpoena.*

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waive applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) *Duties in responding to subpoena.*

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 2ND day of January 2020, I caused the above and foregoing document **VIDEOTAPED DEPOSITION SUBPOENA IVAN SHER** to be served as follows:

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

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

Christopher M. Young, Esq.

Nevada Bar No. 7961

Jay T. Hopkins, Esq.

Nevada Bar No. 3223

Christopher M. Young, PC

2640 Professional Court, #200

Las Vegas, Nevada 89128

Attorneys for Defendants

Jeffrey L. Galliher, Esq.

Galliher Legal, P.C.

Nevada Bar No. 8078

1850 E. Sahara Ave., #107

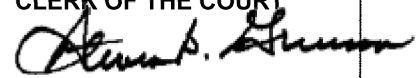
Las Vegas, NV 89104

Attorneys for Defendants

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

/s/Joyce L. Martin

An Employee of Black & LoBello



SUBP
RUSTY GRAF, ESQ.
Nevada Bar No. 6322
BLACK & LOBELLO
10777 W. Twain Ave., 3rd Fl.
Las Vegas, Nevada 89135
(702) 869-8801
(702) 869-2669 (fax)
rgraf@blacklobello.law
Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

VIDEOTAPED DEPOSITION SUBPOENA NICOLE WHITFIELD

THE STATE OF NEVADA TO: NICOLE WHITFIELD
2435 Marlene Way
Henderson, NV 89014

YOU ARE ORDERED TO APPEAR AS A WITNESS and give testimony at the
following date, time and place pursuant to NRS 50.165 and NRCP 30 and 45, UNLESS, you
make an agreement with the attorney or party submitting this subpoena:

Date: January 29, 2020

Time: 10:00 a.m.

Place: Black & LoBello, 10777 W. Twain Avenue, Suite 300, Las Vegas, NV, 89135

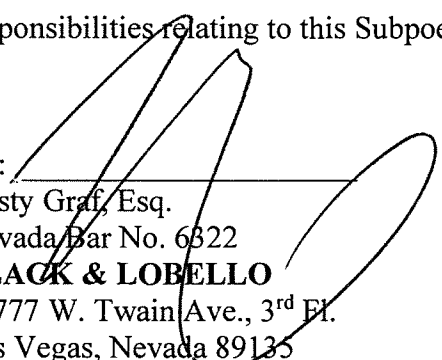
If you are a public or private corporation, partnership, association, or governmental
agency, you are ordered to designate one or more officers, directors, managing agents, or other

1 persons who consent to testify on your behalf. The persons you designate will be examined, and
2 are ordered to testify, on the matters set forth below that are known or reasonably available to the
3 organization. NRCP 30(b)(6).

4 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by
5 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and
6 mileage, unless issued on behalf of the State or a State agency. NRCP 45(b).

7 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
8 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
9 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a
10 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages
11 sustained as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS
12 50.195, 50.205, and 22.100(3).

13 Please see the attached Exhibit "A" for information regarding your rights and
14 responsibilities relating to this Subpoena.

15
16 By: 
17 Rusty Graf, Esq.
18 Nevada Bar No. 6322
19 **BLACK & LOBELLO**
20 10777 W. Twain Ave., 3rd Fl.
21 Las Vegas, Nevada 89135
22 (702) 869-8801
23 (702) 869-2669 (fax)
24 rgraf@blacklobello.law
25 *Attorney for Plaintiff*

11/2/20
Date

EXHIBIT "A"
NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) *Protection of persons subject to subpoena.*

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) *Duties in responding to subpoena.*

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 2ND day of January 2020, I caused the above and foregoing document **VIDEOTAPED DEPOSITION SUBPOENA NICOLE WHITFIELD** to be served as follows:

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

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

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

Jeffrey L. Galliher, Esq.
Galliher Legal, P.C.
Nevada Bar No. 8078
1850 E. Sahara Ave., #107
Las Vegas, NV 89104
Attorneys for Defendants

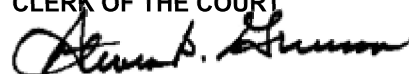
and that there is regular communication by mail between the place of mailing and the place(s) so addressed.

/s/Joyce L. Martin

An Employee of Black & LoBello

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

Electronically Filed
1/13/2020 4:32 PM
Steven D. Grierson
CLERK OF THE COURT



JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

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

STATE OF NEVADA
COUNTY OF CLARK ss.:

NOTICE OF RESCHEDULED VIDEOTAPED DEPOSITION SUBPOENA FOR (1) TODD SWANSON, (2) TODD SWANSON AS PMK FOR SHIRAZ TRUST AND (3) TODD SWANSON AS PMK FOR LYONS DEVELOPMENT LLC Received by NOW! Services, Inc. on 01/09/2020 with instructions to serve **JEFFREY L. GALLIHER, ESQ., GALLIHER LEGAL, P.C.** at 1850 E. Sahara Ave. #107, Las Vegas, NV89104.

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

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

On 01/09/2020 at 3:40 PM, I served the within **NOTICE OF RESCHEDULED VIDEOTAPED DEPOSITION SUBPOENA FOR (1) TODD SWANSON, (2) TODD SWANSON AS PMK FOR SHIRAZ TRUST AND (3) TODD SWANSON AS PMK FOR LYONS DEVELOPMENT LLC** on **JEFFREY L. GALLIHER, ESQ., GALLIHER LEGAL, P.C.** at 1850 E. Sahara Ave. #107, Las Vegas, NV89104 in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Deyna Soltero, Authorized Employee** authorized to accept service on behalf of **JEFFREY L. GALLIHER, ESQ., GALLIHER LEGAL, P.C.**, a person of suitable age and discretion. Said premises is **JEFFREY L. GALLIHER, ESQ., GALLIHER LEGAL, P.C.**'s usual place of business within the state.

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

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Hispanic	Brown	30's	5'05	150
Other Features:					

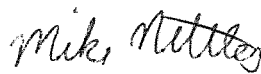
I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 10 of January, 2020.

No Notary is required per NRS 53.045.



34349

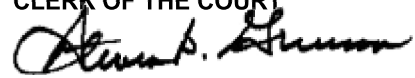
X 

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

JA000811

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

Electronically Filed
1/13/2020 4:32 PM
Steven D. Grierson
CLERK OF THE COURT



JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

TODD SWANSON, et al.,

Defendant/Respondent,

STATE OF NEVADA
COUNTY OF CLARK

ss.:

NOTICE OF RESCHEDULED VIDEOTAPED DEPOSITION SUBPOENA FOR (1) TODD SWANSON, (2) TODD SWANSON AS PMK FOR SHIRAZ TRUST AND (3) TODD SWANSON AS PMK FOR LYONS DEVELOPMENT LLC Received by NOW! Services, Inc. on 01/09/2020 with instructions to serve **CHRISTOPHER M. YOUNG, ESQ., JAY T. HOPKINS, ESQ., CHRISTOPHER M. YOUNG, PC** at **2460 Professional Court, #200, Las Vegas, NV89128.**

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

On 01/09/2020 at 1:45 PM, I served the within **NOTICE OF RESCHEDULED VIDEOTAPED DEPOSITION SUBPOENA FOR (1) TODD SWANSON, (2) TODD SWANSON AS PMK FOR SHIRAZ TRUST AND (3) TODD SWANSON AS PMK FOR LYONS DEVELOPMENT LLC** on **CHRISTOPHER M. YOUNG, ESQ., JAY T. HOPKINS, ESQ., CHRISTOPHER M. YOUNG, PC** at **2460 Professional Court, #200, Las Vegas, NV89128** in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Jane Doe, Authorized Employee** authorized to accept service on behalf of **CHRISTOPHER M. YOUNG, ESQ., JAY T. HOPKINS, ESQ., CHRISTOPHER M. YOUNG, PC**, a person of suitable age and discretion. Said premises is **CHRISTOPHER M. YOUNG, ESQ., JAY T. HOPKINS, ESQ., CHRISTOPHER M. YOUNG, PC's** usual place of business within the state.

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

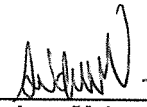
Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Caucasian	Blonde	70's	5'07	120
Other Features:					

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

Executed this 9 of Jan, 2020.

No Notary is required per NRS 53.045.

X


Andrew Valentine

License#: NVPILB#1361

NOW! Services, Inc.

3210 W. Charleston Blvd., Ste. 3

Las Vegas, NV89102

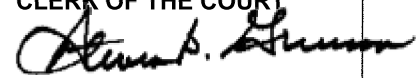
(702) 669-7378

Atty File#:



34348

JA000812



EWCD

Rusty Graf, Esq.

Nevada Bar No. 6322

Shannon M. Wilson, Esq.

Nevada Bar No. 13988

BLACK & LOBELLO

10777 West Twain Avenue, 3rd Floor

Las Vegas, Nevada 89135

Telephone: (702) 869-8801

Facsimile: (702) 869-2669

E-mail: rgraf@blacklobello.law

E-mail: swilson@blacklobello.law

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

v.

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

Defendants.

CASE NO.: A-18-782494-C

DEPT. NO.: XXIV

**PLAINTIFFS' SECOND
SUPPLEMENTAL LIST OF WITNESSES
AND PRODUCTION OF DOCUMENTS
PURSUANT TO NRCP 16.1**

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

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

1 In making these disclosures, Plaintiffs do not purport to identify every individual,
2 document, data compilation, or tangible thing possibly relevant to this lawsuit. Rather,
3 Plaintiffs' disclosure represents a good faith effort to identify discoverable information they
4 currently and reasonably believe may be used to support their claims and defenses as required
5 by NRCP 16.1.

6 Plaintiffs make these disclosures without waiving their right to object to the production
7 of any document, data compilations, or tangible thing disclosed on the basis of any privilege,
8 work product, relevancy, undue burden, or other valid objection. These disclosures do not
9 include information that may be used solely for impeachment purposes. While making these
10 disclosures, Plaintiffs reserve among other rights, (1) the right to object on the grounds of
11 competency, privilege, work product, relevancy and materiality, admissibility, hearsay, or any
12 other proper grounds to the use of any disclosed information, for any purpose in whole or in part
13 in this action or any other action, and (2) the right to object on any and all grounds, at any time,
14 to any discovery request or motion relating to the subject matter of this disclosure.

15 The following disclosures are made subject to the above objections and qualifications:

16 **I. LIST OF WITNESSES**

- 17 1. Todd Swanson
18 c/o Christopher M. Young, PC.
19 2460 Professional Court, #200
20 Las Vegas, Nevada 89128
21 Tel: (702) 240-2499
22 Fax: (702) 240-2489

23 This witness is expected to have information regarding the facts and circumstances at
24 issue in this action and any damages sustained therein.

- 25 2. Joseph Folino
26 c/o Black & LoBello
27 10777 W Twain Ave, #300
28 Las Vegas, Nevada 89135
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at
issue in this action and any damages sustained therein.

3. Nicole Folino
c/o Black & LoBello
10777 W Twain Ave, #300
Las Vegas, Nevada 89135
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

4. Person Most Knowledgeable for Rakeman Plumbing, Inc.
4075 Losee Rd
North Las Vegas, NV 89030
(702) 642-8553

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

5. Aaron Hawley
c/o Rakeman Plumbing, Inc.
4075 Losee Rd
North Las Vegas, NV 89030
(702) 642-8553

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

6. William Gerber
c/o Rakeman Plumbing, Inc.
4075 Losee Rd
North Las Vegas, NV 89030
(702) 642-8553

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

7. Person Most Knowledgeable for Repipe Specialists of Nevada, Inc.
c/o Contractors License Information Service-LV
4175 S Riley St., Ste 200
Las Vegas, NV 89147

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

8. Person Most Knowledgeable for Uponor Inc.
5925 148th Street West
Apple Valley, MN 55124

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

9. Kelly Contenta
c/o The Ivan Sher Group
10777 W Twain Ave, #333
Las Vegas, Nevada 89135
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

10. Ivan Sher
c/o The Ivan Sher Group
10777 W Twain Ave, #333
Las Vegas, Nevada 89135
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

11. Person Most Knowledgeable for The Ivan Sher Group.
10777 W Twain Ave, #333
Las Vegas, Nevada 89135
(702) 869-8801

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

12. Ashley Oakes-Lazosky
c/o Las Vegas Homes and Fine Estates, LLC.
9691 Trailwood Dr., Ste 10&
Las Vegas, Nevada 89134
(702) 874-8555

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

13. John Lazosky

c/o Las Vegas Homes and Fine Estates, LLC.
9691 Trailwood Dr., Ste 10&
Las Vegas, Nevada 89134
(702) 874-8555

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

14. Person Most Knowledgeable for Las Vegas Homes and Fine Estates, LLC.
9691 Trailwood Dr., Ste 10&
Las Vegas, Nevada 89134
(702) 874-8555

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

15. Person Most Knowledgeable for Lyons Development, LLC.
c/o Christopher M. Young, PC.
2460 Professional Court, #200
Las Vegas, Nevada 89128
Tel: (702) 240-2499
Fax: (702) 240-2489

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

16. Person Most Knowledgeable for The Shiraz Trust.
c/o Christopher M. Young, PC.
2460 Professional Court, #200
Las Vegas, Nevada 89128
Tel: (702) 240-2499
Fax: (702) 240-2489

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

17. Craig Jiu
(702) 214-5990
craig@valpro-group.com

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

18. Person Most Knowledgeable for The Summerlin Association
2115 Festival Plaza Drive, Suite 220
Las Vegas, NV 89135
(702) 791-4600

This witness is expected to have information regarding the facts and circumstances at issue in this action and any damages sustained therein.

Plaintiffs herein reserve their right to supplement this witness list as allowed by the applicable Discovery Scheduling Order and/or applicable provisions of the Nevada Rules of Civil Procedure as the identity of additional witnesses becomes known during the course of discovery. Plaintiffs incorporate by reference all documents produced by any other parties in this action.

II. LIST OF DOCUMENTS

Pursuant to NRCP 16.1(a)(1)(B), Plaintiffs hereby produce the following documents:

<i>No.</i>	<i>Document</i>	<i>Bates Numbers</i>
1.	Residential Purchase Agreement	PLT000001 - PLT000010
2.	Counter Offer No. 1	PLT000011
3.	Counter Offer No. 2	PLT000012
4.	Seller's Real Property Disclosure Form	PLT000013 - PLT000017
5.	The Uniform Building Inspection Report Condensed	PLT000018 - PLT000027
6.	Request for Repair No. 1	PLT000028 - PLT000029
7.	Grant, Bargain, Sale Deed	PLT000030 - PLT000033
8.	Rakeman Plumbing Invoice	PLT000034 - PLT000035
9.	Rakeman Plumbing Letter with enclosure of payment record	PLT000036 - PLT000037
10.	E-correspondence from Uponor informing past water losses	PLT000038 - PLT000046
11.	Uponor Warranty	PLT000047 - PLT000048
12.	E-correspondence regarding water loss that occurred in February 2017	PLT000049 - PLT000053
13.	Rakeman Production – Email from Whitfield to Hawley	PLT000054 – PLT000055

14.	Rakeman Production – Letter to Swanson from Hawley	PLT000056
15.	Rakeman Production – Work Order 2018.01.05 – Invoice 237000	PLT000057 – PLT000058
16.	Rakeman Production – Invoice No. 236828	PLT000059 – PLT000060
17.	Rakeman Production – Invoice No. 236151	PLT000061 – PLT000062
18.	Rakeman Production – Invoice No. 232809	PLT000063 – PLT000064
19.	Americana LLC dba Berkshire Hathaway HomeServices – Nevada Properties	PLT000065 – PLT000156

Plaintiffs incorporate by reference all documents produced by any other parties in this action. Plaintiffs reserve the right to amend/supplement this List of Documents throughout the discovery process as additional information becomes available, to designate as an exhibit any documents or other tangible evidence identified by any party and/or identified in any exhibits by any party to this action, and to submit any documents or other tangible evidence for the purpose of rebuttal and/or impeachment.

In addition, neither inclusion of any documents or tangible items within this disclosure nor acceptance of documents provided by any other party hereto in a disclosure shall be deemed as a waiver by Plaintiffs of any evidentiary rights Plaintiffs may have with respect to those documents and/or tangible items, including, but not limited to, objection related to authenticity, materiality, relevance, foundation, hearsay, or any other rights as may be permitted pursuant to the Nevada Rules of Evidence.

III. PLAINTIFFS' COMPUTATION OF DAMAGES

Plaintiffs hereby offer the following computation of damages pursuant to NRCP 16.1 (a)(1)(c). This list is not all-inclusive, as discovery is continuing, and Plaintiffs, therefore, reserve the right to supplement as additional information becomes available.

1.	Fraud Damages	Approximately \$300,000.00
----	---------------	----------------------------

2.	Breach of Contract Damages	To be determined
3.	Bad Faith Damages	\$100,000.00

Plaintiffs reserve the right to seek other damages including, but not limited to, general and exemplary damages, in an amount to be proven at trial.

IV. DEMONSTRATIVE EXHIBITS

Plaintiffs may offer at trial, certain Exhibits for demonstrative purposes including, but not limited to, the following:

1. Demonstrative and actual photographs and videos;
2. Diagrams, drawings, pictures, photos, film, models, video, DVD and CD ROM.
3. Timeline of Company events;
4. Photographs and videos of Plaintiffs' witnesses;
5. Storyboards and computer digitized power point images;
6. Blow-ups/transparencies/digitized images of photographs and other exhibits;

V. GENERAL OBJECTIONS

1. General Objections Applicable to All Witnesses Disclosed by Defendants.

Plaintiffs object to any witness identified by Defendants which should be excluded on the basis that the witnesses are not relevant, or unfairly prejudicial, or not identified with particularity, or lack foundation, or would potentially violate the collateral source rule, or violate a stipulation of the parties and/or Orders of this Court. Additionally, Plaintiffs reserve the right to object to any witness identified by any party in the instant matter. Furthermore, Plaintiffs reserve the right to object or exclude any witness testimony, of any basis, at the time of trial.

2. General Objections Applicable to all Documents Disclosed by Defendants.

Plaintiffs object to any documents that Defendants intend to use as exhibits at the trial of

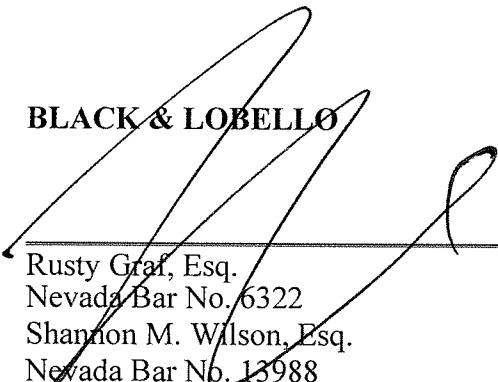
1 this matter, if any information violates the collateral source rule, hearsay rule, lacks foundation,
2 is not relevant or which relevancy is outweighed by its prejudicial effect, or contains
3 information that was/will be excluded by the Court or by stipulation of the parties. Plaintiffs
4 also object to these documents inasmuch as they have not been properly redacted according to
5 the laws of the privacy, and the previous stated objections.
6

7 By disclosing witnesses and/or documents, Plaintiffs do not waive the right to challenge
8 and/or exclude any such witness or document or portions thereof on any basis.

9 Plaintiffs reserve the right to object to any document identified by any party in the instant
10 matter. Plaintiffs further reserve the right to use any and all of any other parties' exhibits at the
11 time of trial of this matter.

12 DATED this 14th day of January 2020.

BLACK & LOBELLO



Rusty Graf, Esq.
Nevada Bar No. 6322
Shannon M. Wilson, Esq.
Nevada Bar No. 13988
10777 W. Twain Ave., Suite 300
Las Vegas, NV 89135
rgraf@blacklobello.law
swilson@blacklobello.law
Attorneys for Plaintiff

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of BLACK & LOBELLO and that on the 14th day of January 2020, I caused the above and foregoing document **PLAINTIFFS' SECOND SUPPLEMENTAL LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS PURSUANT TO NRCP 16.1** to be served as follows:

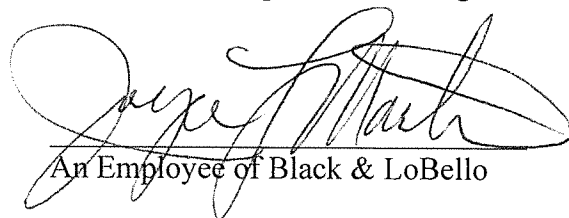
- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and
- ☒ by electronic service through Odyssey, Clark County Eighth Judicial District Court's electronic filing/service system;
- ☐ pursuant to EDCR 7.26, to be sent via facsimile;
- ☐ hand delivered

to the party or their attorney(s) listed below at the address and/or facsimile number indicated below:

Christopher M. Young, Esq.
Nevada Bar No. 7961
Jay T. Hopkins, Esq.
Nevada Bar No. 3223
Christopher M. Young, PC
2640 Professional Court, #200
Las Vegas, Nevada 89128

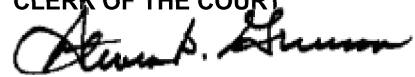
Jeffrey L. Galliher, Esq.
Galliher Legal, P.C.
Nevada Bar No. 8078
1850 E. Sahara Ave., #107
Las Vegas, NV 89104
Attorneys for Defendants

and that there is regular communication by mail between the place of mailing and the place(s) so addressed.


An Employee of Black & LoBello

**DISTRICT COURT
CLARK COUNTY, NEVADA
DECLARATION OF SERVICE**

Electronically Filed
1/14/2020 12:13 PM
Steven D. Grierson
CLERK OF THE COURT



JOSEPH FOLINO; NICOLE FOLINO

Case No :A-18-782494-C

Plaintiff/Petitioner,

vs.

TODD SWANSON, et al.,

Defendant/Respondent,

STATE OF NEVADA
COUNTY OF CLARK ss.:

SUBPOENA DUCES TECUM; EXHIBITS Received by NOW! Services, Inc. on 01/10/2020 with instructions to serve **ABSOLUTE CLOSETS & CABINETRY** at **6754 Spencer St., Las Vegas, NV89119**.

I, **Eddie Guzman**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made.

I am authorized to serve this process in the circuit/county it was served in.

On **01/10/2020** at **3:50 PM**, I served the within **SUBPOENA DUCES TECUM; EXHIBITS** on **ABSOLUTE CLOSETS & CABINETRY** at **6754 Spencer St., Las Vegas, NV89119** in the manner indicated below:

SUITABLE AGE: By delivering thereat a true copy of each to **Stephanie Napoleani, Authorized Employee** authorized to accept service on behalf of **ABSOLUTE CLOSETS & CABINETRY**, a person of suitable age and discretion. Said premises is **ABSOLUTE CLOSETS & CABINETRY**'s usual place of business within the state.

A description of the Recipient, or other person served on behalf of the Recipient is as follows:

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Hispanic	Brown	30's	Sitting	Sitting
Other Features:					

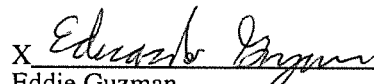
I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 10th of Jan, 2020.

No Notary is required per NRS 53.045.



34489

X 
Eddie Guzman
License#: NVPIB#1361
NOW! Services, Inc.
3210 W. Charleston Blvd., Ste. 3
Las Vegas, NV89102
(702) 669-7378
Atty File#:

JA000823