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Jan 29 2021 04:41 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

BETTY CHAN and ASIAN AMERICAN
REALTY & PORPERTY
MANAGEMENT,

Appellants

vs.

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

Respondents

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

Cross-Appellants

vs.

BETTY CHAN and ASIAN AMERICAN
REALTY & PORPERTY
MANAGEMENT,

Cross-Respondents

Case No. 82208

DOCKETING STATEMENT CIVIL
APPEALS – CROSS-APPEAL

1. Judicial Court Information

Judicial District:	Eighth
Department:	20
County:	Clark
Judge:	Johnson

2. Attorney filing this docketing statement:

Attorneys: Michael A. Olsen, Esq.
Nevada Bar No. 6076
Thomas R. Grover, Esq.
Nevada Bar No. 12387
Keith D. Routsong, Esq.
Nevada Bar No. 14944
Telephone: 702-855-5658
Firm Address: BLACKROCK LEGAL, LLC
10155 W. Twain Ave., Suite 100,
Las Vegas, NV 89147
Clients: Respondent/ Cross-Appellant, Wayne Wu, Judith Sullivan,
Nevada Real Estate Corp., and Jerrin Chiu

3. Attorneys representing respondents:

Attorney: R. Duane Frizell, Esq.
Nevada Bar No. 9807
Telephone: (702) 657-6000
Firm Address: Frizell Law Firm
400 N. Stephanie St., Suite 265
Henderson, Nevada 89014
Client: Appellants, Cross-Respondents, Betty Chan and Asian
American Realty & Property Management

4. Nature of disposition:

See the “Order Granting in Part Defendants’ Motion for Summary Judgment, or in the alternative, for Contractual Award of Attorney’s Fees, for Writ of Execution on Plaintiff’s Commissions Awarded by GLVAR Arbitration Panel, and Release of Bond Deposited on Appeal and Order Granting Plaintiffs’ Countermotion for Summary Judgment” entered on November 23, 2020, and the “Order Granting Countermotion for Summary Judgment and Attorney Fees and Cost” entered on March 22, 2019”, both attached hereto.

Child custody? No

Venue? No

Termination of parental rights? No

6. **Pending and prior proceedings in this court:** This case has been the subject of a previous appeal, dismissed by this Court for lack of jurisdiction. Caption and Docket Number:

BETTY CHAN and ASIAN AMERICAN REALTY & PROPERTY MANAGEMENT
(Plaintiffs-Appellants) v. WAYNE WU, JUDITH SULLIVAN, NEVADA REAL
ESTATE CORP., and JERRIN CHIU (Defendants-Respondents),

Supreme Court Case No. 78666

7. Pending and prior proceedings in other courts: None.

8. **Nature of the action:** Cross-Respondents initially improperly filed this lawsuit in district court seeking to collect commissions on a real estate transaction, despite having agreed with the Greater Las Vegas Association of Realtors (“GLVAR”) to submit any and all such commission related disputes to binding arbitration before the GLVAR. After filing in district court, the Cross-Appellants threatened to file a motion to dismiss and to compel arbitration. Having reviewed Cross-Appellants communication, Cross Respondents finally filed to stay the district court proceedings and agreed to proceed with binding arbitration. Cross-Respondents lost at arbitration and were only awarded a 25% interest in the commissions. Thereafter Cross-Respondents filed a Motion challenging the arbitration award in district court. The court below affirmed the arbitration award.

Because the initial filing in district court by Cross-Respondents was improper and was filed solely for the purpose of driving up the costs of litigation, Cross-Appellants counterclaimed for abuse of process and sought an award of all attorney's fees and costs. Cross-Appellants were awarded a portion of the attorney's fees and costs incurred in defending against Cross-Respondent's improper litigation and in trying to collect the arbitration award. Cross-Appellants have also appealed the dismissal of their claim for abuse of process.

9. **Issues on appeal:** This appeal challenges the district court's determination that Cross-Respondent's did not abuse the legal process system to unreasonably and vexatiously drive up the costs of litigation for Cross-Appellant's. Additionally, Cross-Appellants challenge the district court's award of only a portion of the legal fees and costs they have incurred defending against Cross-Respondent's improper litigation and in trying to collect the arbitration award. The binding arbitration agreement signed by Cross-Respondent contains a clause which awards attorney's fees and costs to the party forced to procure enforcement of the arbitration award through litigation.

1 **10. Pending proceedings in this court raising the same or similar issues:** None.

2
3 **11. Constitutional issues:** None.

4
5 **12. Other issues:** None.

6 **13. Assignment to the Court of Appeals or retention in the Supreme Court:** The matter
7 should be retained by the Court of Appeals according to NRAP 17(5), as it involves the
8 intentional tort of abuse of process and includes a judgment, exclusive of attorney's fees
9 and costs, of \$250,000.00 or less.

10 **14. Trial:** This action has not proceeded to trial.

11
12 **15. Judicial disqualification:** Cross-Appellant does not intend to file a motion to disqualify
13 a justice, or to have a justice recuse him/herself.

14 **Timeliness of Appeal**

15 **16. Date of entry of written judgment or order appealed from:**

- 16 -
- 17 "Order Granting in Part Defendants' Motion for Summary Judgment, or in the alternative,
18 for Contractual Award of Attorney's Fees, for Writ of Execution on Plaintiff's
19 Commissions Awarded by GLVAR Arbitration Panel, and Release of Bond Deposited on
20 Appeal and Order Granting Plaintiffs' Countermotion for Summary Judgment" filed on
21 November 23, 2020
- 22 -
- 23 "Order Granting Countermotion for Summary Judgment and Attorney Fees and Cost"
24 entered on March 22, 2019" filed on March 22, 2019

25 **17. Date written notice of entry of judgment or order was served:**

- 26 -
- 27 "Order Granting in Part Defendants' Motion for Summary Judgment, or in the alternative,
28 for Contractual Award of Attorney's Fees, for Writ of Execution on Plaintiff's
Commissions Awarded by GLVAR Arbitration Panel, and Release of Bond Deposited on
Appeal and Order Granting Plaintiffs' Countermotion for Summary Judgment" entered on
November 23, 2020
- 29 -
- 30 "Order Granting Countermotion for Summary Judgment and Attorney Fees and Cost"
31 entered on March 22, 2019" entered on March 22, 2019. Both served electronically.

32 **18. If the time for filing the notice of appeal was tolled by a post-judgment motion?**

N/A.

19. Date notice of cross-appeal filed: Appellants' Notice of appeal was filed on December 8, 2020. Cross-Appellants' Notice of Cross-Appeal was filed on December 22, 2020.

20. Specify statute or rule governing the time limit for filing the notice of appeal:
NRAP4(a)(1)

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from: NRAP 3A(b)(1). The November 28, 2020 Order is a final order as it disposed of all issues remaining in the case between Appellants and Respondents.

22. List all parties involved in the action or consolidated actions in the district court

a. Parties:

1. Cross-Appellant: Wayne Wu, Judith Sullivan, Nevada Real Estate Corp., and Jerrin Chiu
2. Cross-Respondent: Betty Chan and Asian American Realty & Property Management
3. Not involved in Appeal: KB Home Sales – Nevada INC.

b. If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal:

KB Homes was named as an original party to the Cross-Respondent's lawsuit in 2016. However, they have never answered the Complaint as Cross-Respondent gave them an open-continuance to file their answer. They did not participate substantially in the litigation.

23. Give a brief description of each party's claims, counterclaims, cross-claims, third-party claims, and the date of formal disposition of each claim.

Appellants seek to overturn the awards of attorney's fees and the arbitration award. Respondents counterclaim for abuse of process and attorney's fees. (All claims resolved on March 22, 2019 and November 28, 2020).

Plaintiffs' claims against KB Homes, including breach of contract, were never pursued by Appellants.

1 **24. Did the judgment or order appealed from adjudicate ALL the claims alleged below**
2 **and the rights and liabilities of ALL the parties to the action or consolidated actions**
3 **below? No. The claims against KB Homes are still unresolved.**

4 **25. If you answered "no" to question 24, complete the following:**

- 5 a. **Specify the claims remaining pending below:** Plaintiff's Claim against KB
6 Home – Breach of Contract.
- 7 b. **Specify the parties remaining below:**
8 KB Homes
- 9 c. **Did the district court certify the judgment or order appealed from as a final**
10 **judgment pursuant to NRCP 54(b)? Yes**
- 11 d. **Did the district court make an express determination, pursuant to NRCP**
12 **54(b), that there is no just reason for delay and an express direction for the**
13 **entry of judgment? Yes**

14 **26. If you answered "no" to any part of question 25, explain the basis for seeking**
15 **appellate review:**

16 N/A

17 **27. File-stamped copies of the following are attached:**

- 18 a. Complaints, Counterclaims, cross claims and third party claims attached as **Exhibit**
19 **"1"**.
- 20 b. Orders Challenged along with Notices of Entry for each order attached as **Exhibit**
21 **"2"**.

VERIFICATION

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I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Wayne Wu, Judith Sullivan,

Nevada Real Estate Corp.,

Jerrin Chiu

Names of Cross-appellants

Keith D. Routsong, Esq.

Name of counsel of record

January 29, 2021

Date

/s/Keith D. Routsong, Esq.

Signature of counsel of record

Clark County, Nevada

State and county where signed



EXHIBIT “1”

XII

DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada

Case No. _____
(Assigned by Clerk's Office)**I. Party Information** (provide both home and mailing addresses if different)Plaintiff(s) (name/address/phone):
BETTY CHAN and ASIAN AMERICAN REALTY & PROPERTY
MANAGEMENTyAttorney (name/address/phone):
Avece M. Higbee, Esq. (NV Bar No. 3739)
Marquis Aurbach Coffing
10001 Park Run Drive
Las Vegas, NV 89145
(702) 382-0711Defendant(s) (name/address/phone):
WAYNE WU, JUDITH SULLIVAN, NEVADA REAL
ESTATE CORP., JERRIN CHIU, KB HOME SALES –
NEVADA INC., DOES I through X, and ROES I
through X

Attorney (name/address/phone):

II. Nature of Controversy (Please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property	Torts	
Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input checked="" type="checkbox"/> Other Tort
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input checked="" type="checkbox"/> Other Contract p. m. w	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

9/26/16
Date

Signature of initiating party or representative


CLERK OF THE COURT

Marquis Aurbach Coffing
Avece M. Higbee, Esq.
Nevada Bar No. 3739
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
ahigbee@maclaw.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

BETTY CHAN and ASIAN AMERICAN
REALTY & PROPERTY MANAGEMENT,

Plaintiff,

A- 16- 744109- C
Case No.:
Dept. No.: **XI I**

vs.

WAYNE WU, JUDITH SULLIVAN, NEVADA
REAL ESTATE CORP., JERRIN CHIU, KB
HOME SALES – NEVADA INC., DOES I
through X, and ROES I through X,

Defendants.

COMPLAINT
EXEMPT FROM ARBITRATION:
REQUESTS INJUNCTIVE RELIEF

COMPLAINT

Plaintiffs, Betty Chan and Asian American Realty and Property Management (“Plaintiffs”) by and through the law firm of Marquis Aurbach Coffing, hereby allege and complain against Defendants Wayne Wu, Judith Sullivan, Nevada Real Estate Corp. and Jerrin Chiu (“Defendants”) as follows:

JURISDICTIONAL ALLEGATIONS

1. Plaintiff Betty Chan is a resident of the State of Nevada is and was doing business as a licensed real estate broker for her company Asian American Realty & Property Management.

2. Defendant Wayne Wu is a resident of the State of Nevada, is and was doing business in the County of Clark as a real estate agent with Nevada Real Estate Corp.

3. Defendant Judith Sullivan is a resident of the state of Nevada and is the licensed real estate broker for Nevada Real Estate Corp.

1 16. On or about November 28, 2015, Defendant Chiu emailed Plaintiff Chan
2 concerning the location of a particular house he wanted to see.

3 17. On or about November 29, 2015, Plaintiff Chan responded concerning the
4 viewing of the particular house.

5 18. On or about December 29, 2015, Plaintiff Chan prepared for the showing of
6 homes to the Chiu family by pulling listings around Boca Park area.

7 19. Five resale homes were targeted to fit Defendant Chiu's criteria and Plaintiff
8 Chan contacted the listing agents for the resales to set appointments.

9 20. Plaintiff Chan included the model homes in both a Toll Brothers development and
10 a KB Home development previously viewed by Plaintiff Chan.

11 21. Plaintiff Chan checked the status of the listings, printed the information and
12 arranged a route for the efficient showing of the properties.

13 22. On or about December 30, 2015, Plaintiff Chan picked up the Chiu family and
14 showed the resale homes, the Toll Brother models and the KB Homes models.

15 23. KB Homes offered to compensate brokers for bringing buyers to KB Home
16 Developments at Buyer's first visit.

17 24. At the front office of KB Homes, Plaintiff Chan spoke to Cheryl and picked up a
18 price sheet.

19 25. Plaintiff Chan then showed the model homes to the Chiu family and Defendant
20 Chiu liked the first and second model homes.

21 26. Back at the KB Homes model home office, Plaintiff Chan requested a floor plan
22 and explained the buying process for a new home including the standards, elevations, prices,
23 location of the site, etc. to the Chiu family.

24 27. Plaintiff Chan located a buyer registration card and Defendant Chiu filled in the
25 buyer portion and Plaintiff Chan filled in the realtor portion.

26 28. No KB Homes representative was to be found so Plaintiff Chan left the
27 registration card on the table in the KB Home front office to hurry to get the Chiu family to the
28 next appointment.

- 1 29. Plaintiff Chan emailed Dr. Kwang Chiu the four resale listings that were viewed.
- 2 30. On or about December 31, 2015, Dr. Kwang Chiu called Plaintiff Chan and asked
- 3 if she could “kick back 1% of the commission” like the other agent offered him.
- 4 31. On or about January 5, 2016, Plaintiff Chan followed up with Defendant Chiu
- 5 about the KB Home properties.
- 6 32. Defendant Chiu did not respond.
- 7 33. On or about January 15, 2016, Defendant Chiu admitted that he was using another
- 8 agent.
- 9 34. On or about January 22, 2016, Plaintiff Chan went to the KB Homes office and
- 10 learned that Defendant Chiu had indeed signed a contract on the property shown by Plaintiff
- 11 Chan with another agent on January 8, 2016.
- 12 35. On or about January 30, 2016, Plaintiff Chan went to the KB Homes office to
- 13 address the commission; both KB Homes representatives, Cheryl and Jana, stated that Defendant
- 14 Chiu told them Plaintiff Chan introduced him to KB Homes but that he determined to use
- 15 another agent.
- 16 36. On or about February 1, 2016, KB Homes Sales Manager, Lara McLaughlin,
- 17 contacted Plaintiff Chan on two occasions indicating she was looking into the commission
- 18 dispute.
- 19 37. Plaintiff Chan made efforts to resolve the dispute concerning her involvement in
- 20 the transaction and the entitlement to the commission to no avail.
- 21 38. On or about May 27, 2016, Defendant Chiu closed on the purchase of a home in
- 22 the KB Home community known as 477 Cabral Peak, Las Vegas, Nevada (“Property”).
- 23 39. Upon information and belief, before paying a commission to an agent for the sale
- 24 of a KB home, KB Homes requires that that agent sign a registration upon the first visit with the
- 25 buyer to the property.
- 26 40. Upon information and belief, Defendant Wayne Wu signed a registration card at
- 27 KB Homes knowing that Defendant Jerrin Chiu had first visited the Property with Plaintiff Chan.
- 28

1 41. Defendant Wayne Wu and Defendant Judith Sullivan on behalf of Defendant
2 Nevada Real Estate Corp claim to be entitled to the commission on the purchase and sale of the
3 Property.

4 42. Upon information and belief, the commission is held with First American Title
5 Company.

6 43. Plaintiffs were not paid any commission for the sale of the Property.

7 **FIRST CAUSE OF ACTION**

8 **(Declaratory Relief)**

9 44. Plaintiffs repeat and reallege the forgoing paragraphs as though fully stated
10 herein.

11 45. A genuine controversy exists in this matter.

12 46. Plaintiffs and Defendants Wu, Sullivan and Nevada Real Estate Corp. claim
13 adverse interests in the commission for the sale of the Property.

14 47. Defendant Chiu sought the assistance of Defendant Wu due to Wu's 1%
15 commission kickback effectively circumventing Plaintiff Chan from the transaction and from the
16 commission.

17 48. KB Homes offered the payment of a commission to brokers that brought buyers to
18 KB Home Developments to Buyers first visit.

19 49. Plaintiff Chan brought Defendant Chiu to the KB Homes Development and
20 showed him the model homes to decide which floor plan to purchase.

21 50. Defendant Chiu utilized another agent, Defendant Wayne Wu to write a contract
22 for the purchase of the Property located in the same KB Homes Development.

23 51. Plaintiff Chan was the procuring cause of the sale of the Property but did not
24 receive the commission.

25 52. Plaintiffs request a declaration from the Court that Plaintiffs are entitled to the
26 commission on the sale of the Property.

27 53. Plaintiffs request a declaration from the court that Defendants Wu, Sullivan and
28 Nevada Real Estate Corp. are not entitled to the commission on the sale of the Property.

THIRD CAUSE OF ACTION**(Unjust Enrichment)**

67. Plaintiffs repeat, reallege, and incorporate each and every paragraph contained above as though fully set forth herein.

68. Plaintiff Chan was the procuring cause for the purchase of the Property by Defendant Chiu.

69. Defendant Wu interfered with the change of events set in motion by Plaintiff Chan by offering to kickback 1% of the commission to Defendant Chiu.

70. Defendant Chiu circumvented Plaintiff Chan's ability to complete the transaction when Defendant Chiu agreed to use Defendant Wu.

71. Upon information and belief, Defendant Wu and Defendant Chiu made misrepresentations to KB Homes concerning the initial showing of the Property.

72. Plaintiff Chan did not receive a commission despite being the procuring cause of the sale of the Property to Defendant Chiu.

73. Defendant Wu's receipt of any commission would be unjust.

74. Plaintiff Chan is entitled to the payment of the commission.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For damages in excess of \$10,000, plus interest.

2. For prejudgment and post judgment interest;

3. For a declaration that KB Homes breached the contract;

4. For a declaration that Plaintiffs are entitled to the commission on the sale of the Property;

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1
2 5. For a declaration that Defendants Wu, Sullivan and Nevada Real Estate Corp. are
3 not entitled to the commission on the sale of the Property;

4 6. For attorney's fees and costs; and

5 7. For any and other such relief as the Court deems just and proper.

6 Dated this 20th day of September, 2016.

7
8 MARQUIS AURBACH COFFING

9
10 By 

Avece M. Higbee, Esq.
Nevada Bar No. 3739
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorneys for Plaintiff

Marquis Aurbach Coffing
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DISTRICT COURT
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BETTY CHAN and ASIAN AMERICAN
REALTY & PROPERTY MANAGEMENT,

Plaintiff,

vs.

WAYNE WU, JUDITH SULLIVAN, NEVADA
REAL ESTATE CORP., JERRIN CHIU, KB
HOME SALES – NEVADA INC., DOES I
through X, and ROES I through X,

Defendants.

Case No.:
Dept. No.:

INITIAL APPEARANCE FEE DISCLOSURE

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for parties appearing in the above-entitled action as indicated below:

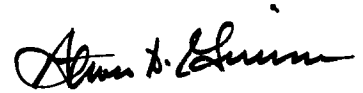
Betty Chan	\$270.00
Asian American Realty & Property Management	\$30.00
TOTAL REMITTED	\$300.00

Dated this 26th day of September, 2016.

MARQUIS AURBACH COFFING

By 

Avece M. Higbee, Esq.
Nevada Bar No. 3739
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorney for Plaintiff



CLERK OF THE COURT

Marquis Aurbach Coffing
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Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

BETTY CHAN and ASIAN AMERICAN
REALTY & PROPERTY MANAGEMENT,

Plaintiff,

Case No.: A-16-744109-C
Dept. No.: XII

vs.

WAYNE WU, JUDITH SULLIVAN, NEVADA
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HOME SALES – NEVADA INC., DOES I
through X, and ROES I through X,

Defendants.

AMENDED COMPLAINT
EXEMPT FROM ARBITRATION:
REQUESTS DECLARATORY RELIEF

COMPLAINT

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14 47. Defendant Chiu sought the assistance of Defendant Wu due to Wu's 1%
15 commission kickback effectively circumventing Plaintiff Chan from the transaction and from the
16 commission.

17 48. KB Homes offered the payment of a commission to brokers that brought buyers to
18 KB Home Developments to Buyers first visit.

19 49. Plaintiff Chan brought Defendant Chiu to the KB Homes Development and
20 showed him the model homes to decide which floor plan to purchase.

21 50. Defendant Chiu utilized another agent, Defendant Wayne Wu to write a contract
22 for the purchase of the Property located in the same KB Homes Development.

23 51. Plaintiff Chan was the procuring cause of the sale of the Property but did not
24 receive the commission.

25 52. Plaintiffs request a declaration from the Court that Plaintiffs are entitled to the
26 commission on the sale of the Property.

27 53. Plaintiffs request a declaration from the court that Defendants Wu, Sullivan and
28 Nevada Real Estate Corp. are not entitled to the commission on the sale of the Property.

THIRD CAUSE OF ACTION

(Unjust Enrichment)

67. Plaintiffs repeat, reallege, and incorporate each and every paragraph contained above as though fully set forth herein.

68. Plaintiff Chan was the procuring cause for the purchase of the Property by Defendant Chiu.

69. Defendant Wu interfered with the change of events set in motion by Plaintiff Chan by offering to kickback 1% of the commission to Defendant Chiu.

70. Defendant Chiu circumvented Plaintiff Chan's ability to complete the transaction when Defendant Chiu agreed to use Defendant Wu.

71. Upon information and belief, Defendant Wu and Defendant Chiu made misrepresentations to KB Homes concerning the initial showing of the Property.

72. Plaintiff Chan did not receive a commission despite being the procuring cause of the sale of the Property to Defendant Chiu.

73. Defendant Wu's receipt of any commission would be unjust.

74. Plaintiff Chan is entitled to the payment of the commission.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For damages in excess of \$10,000, plus interest.

2. For prejudgment and post judgment interest;

3. For a declaration that KB Homes breached the contract;

4. For a declaration that Plaintiffs are entitled to the commission on the sale of the

Property;

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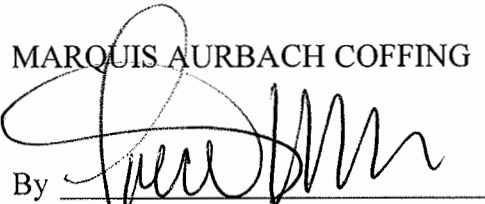
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2 5. For a declaration that Defendants Wu, Sullivan and Nevada Real Estate Corp. are
3 not entitled to the commission on the sale of the Property;

4 6. For attorney's fees and costs; and

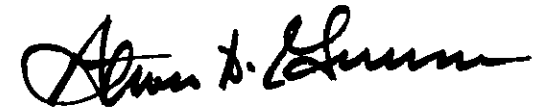
5 7. For any and other such relief as the Court deems just and proper.

6 Dated this 15^m day of November, 2016.

7 MARQUIS AURBACH COFFING

8
9 By 

10 Avece M. Higbee, Esq.
11 Nevada Bar No. 3739
12 10001 Park Run Drive
13 Las Vegas, Nevada 89145
14 Attorneys for Plaintiff



CLERK OF THE COURT

1 ANS

2 MICHAEL A. OLSEN, ESQ.

3 Nevada Bar No. 6076

4 THOMAS R. GROVER, ESQ.

5 Nevada Bar No. 12387

6 **Goodsell & Olsen, LLP**

7 10155 W. Twain Ave., Suite 100

8 Las Vegas, Nevada 89147

9 Tel: (702) 869-6261

10 Fax: (702) 869-8243

11 *Attorneys for Defendants/Counterclaimants*

12 *Wayne Wu, Judith Sullivan, Nevada Real Estate Corp.*

13 *and Jerrin Chiu*

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 BETTY CHAN and ASIAN AMERICAN
17 REALTY & PROPERTY MANAGEMENT,

18 Plaintiff,

19 v.

20 WAYNE WU, JUDITH SULLIVAN,
21 NEVADA REAL ESTATE CORP., JERRIN
22 CHIU, KB HOME SALES – NEVADA INC.,
23 DOES I through X, and ROES I through X,

24 Defendants.

) Case No: A-16-744109-C

)
) Dept. No: XII

) **ANSWER AND COUNTERCLAIM**

25 COMES NOW, Defendants, WAYNE WU (hereinafter “Mr. Wu” or “Wu”), JUDITH
SULLIVAN (hereafter “Ms. Sullivan” or “Sullivan”), NEVADA REAL ESTATE CORP.
(hereafter “NREC”) and JERRIN CHIU (hereafter “Mr. Chiu” or “Chiu”), by and through their
attorney, Michael A. Olsen, Esq. of the law firm Goodsell & Olsen, LLP, and, in answer to
Plaintiff’s Complaint on file herein, state as follows:

JURISDICTION

1. Answering paragraph 1 of the Complaint, answering Defendants are without
sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
the allegations contained in said paragraph in their entirety.

2. Answering paragraph 2 of the Complaint, answering Defendants admit the same.

3. Answering paragraph 3 of the Complaint, answering Defendants admit the same.

4. Answering paragraph 4 of the Complaint, answering Defendants admit the same.

5. Answering paragraph 5 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

6. Answering paragraph 6 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

7. Answering paragraph 7 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

GENERAL ALLEGATIONS

8. Answering paragraph 8 of the Complaint, answering Defendant Chiu admits using Betty Chan (hereafter "Ms. Chan" or "Chan") as his real estate agent in 2013, Defendants Wu, Sullivan and NREC are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

9. Answering paragraph 9 of the Complaint, answering Defendants deny the same.

10. Answering paragraph 10 of the Complaint, answering Defendant Chiu admits that Defendant Chan showed him some homes but he did not buy one at that time. Answering Defendants Wu, Sullivan and NREC are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

11. Answering paragraph 11 of the Complaint, answering Defendant Chiu admits that Dr. Kwang Chiu contacted Plaintiff Chan on or about March 2015 to make an appointment for him and his son, Defendant Jerrin Chiu to see homes in 2015 but they did not purchase a home.

1 Answering Defendants Wu, Sullivan and NREC are without sufficient knowledge as to the truth
2 of the matters alleged therein, and upon said grounds, deny the allegations contained in said
3 paragraph in their entirety.

4 12. Answering paragraph 12 of the Complaint, answering Defendant Chiu admits that
5 Dr. Kwang Chiu contacted Plaintiff Chan to make an appointment for him and his son,
6 Defendant Jerrin Chiu to see homes in December 2015. Answering Defendants Wu, Sullivan
7 and NREC are without sufficient knowledge as to the truth of the matters alleged therein, and
8 upon said grounds, deny the allegations contained in said paragraph in their entirety.

9 13. Answering paragraph 13 of the Complaint, answering Defendant Chiu admits that
10 Chan agreed to show some homes to Defendant Chiu in December of 2015 but that over a
11 several day period of time Chan failed and refused to answer or respond to multiple telephone
12 calls seeking further assistance in pursuing the purchase of a home. As a result of Plaintiff
13 Chan's refusal to respond, Defendant Chiu was forced to seek the services of another realtor.
14 Answering Defendants Wu, Sullivan and NREC are without sufficient knowledge as to the truth
15 of the matters alleged therein, and upon said grounds, deny the allegations contained in said
16 paragraph in their entirety.

17 14. Answering paragraph 14 of the Complaint, answering Defendant Chiu admits
18 that Plaintiff Chan requested updated financial information at some time in 2015 for loan pre-
19 approval; answering Defendants Wu, Sullivan and NREC are without sufficient knowledge as to
20 the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in
21 said paragraph in their entirety.

22 15. Answering paragraph 15 of the Complaint, answering Defendant Chiu admits to
23 telling Plaintiff Chan the criteria for a new home. Answering Defendants Wu, Sullivan and
24 NREC are without sufficient knowledge as to the truth of the matters alleged therein, and upon
25 said grounds, deny the allegations contained in said paragraph in their entirety.

1 16. Answering paragraph 16 of the Complaint, answering Defendant Chiu admits to
2 informing Plaintiff Chan about a home (or homes) he was interested in looking at in a particular
3 area. Answering Defendants Wu, Sullivan and NREC are without sufficient knowledge as to the
4 truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said
5 paragraph in their entirety.

6 17. Answering paragraph 17 of the Complaint, answering Defendant Chiu admits that
7 Plaintiff Chan initially responded to his request for information regarding homes he had located
8 and wanted to see. Answering Defendants Wu, Sullivan and NREC are without sufficient
9 knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the
10 allegations contained in said paragraph in their entirety.

11 18. Answering paragraph 18 of the Complaint, answering Defendants are without
12 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
13 the allegations contained in said paragraph in their entirety.

14 19. Answering paragraph 19 of the Complaint, answering Defendants are without
15 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
16 the allegations contained in said paragraph in their entirety.

17 20. Answering paragraph 20 of the Complaint, answering Defendants admit that
18 Defendant Chiu viewed model homes in both a Toll Brothers development and a KB Home
19 development; however, answering Defendants are without sufficient knowledge as to the truth of
20 the matters otherwise alleged in paragraph 20 of the Complaint, and upon said grounds, deny the
21 allegations contained in said paragraph in their entirety.

22 21. Answering paragraph 21 of the Complaint, answering Defendants are without
23 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
24 the allegations contained in said paragraph in their entirety.

25 / / /

22. Answering paragraph 22 of the Complaint, answering Defendant Chiu admits to seeing homes with Plaintiff Chan on or about December 30, 2015. Answering Defendants Wu, Sullivan and NREC are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

23. Answering paragraph 23 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

24. Answering paragraph 24 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

25. Answering paragraph 25 of the Complaint, answering Defendant Chiu admits to touring the model homes and expressing interest in a couple of the layouts. Answering Defendants Wu, Sullivan and NREC are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

26. Answering paragraph 26 of the Complaint, answering Defendant Chiu denies the same. Answering Defendants Wu, Sullivan and NREC are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

27. Answering paragraph 27 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

28. Answering paragraph 28 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

1 29. Answering paragraph 29 of the Complaint, answering Defendants are without
2 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
3 the allegations contained in said paragraph in their entirety.

4 30. Answering paragraph 30 of the Complaint, answering Defendants are without
5 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
6 the allegations contained in said paragraph in their entirety.

7 31. Answering paragraph 31 of the Complaint, answering Defendant Chiu admits that
8 after several days of being non-responsive to his calls, resulting in having to replace Ms. Chan
9 with another realtor, Ms. Chan finally reached out to him. Defendant Chiu is uncertain of the
10 date of the contact. Answering Defendants Wu, Sullivan and NREC are without sufficient
11 knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the
12 allegations contained in said paragraph in their entirety.

13 32. Answering paragraph 32 of the Complaint, answering Defendants are without
14 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
15 the allegations contained in said paragraph in their entirety.

16 33. Answering paragraph 33 of the Complaint, answering Defendant Chiu admits to
17 informing Ms. Chan that due to her non-responsiveness he had to retain another realtor.
18 Defendant Chiu cannot recall the exact date of the communication. Answering Defendants Wu,
19 Sullivan and NREC are without sufficient knowledge as to the truth of the matters alleged
20 therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

21 34. Answering paragraph 34 of the Complaint, answering Defendants are without
22 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
23 the allegations contained in said paragraph in their entirety.

24 ///

25 ///

35. Answering paragraph 35 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

36. Answering paragraph 36 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

37. Answering paragraph 37 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

38. Answering paragraph 38 of the Complaint, answering Defendants admit the same.

39. Answering paragraph 39 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

40. Answering paragraph 40 of the Complaint, answering Defendants deny the same.

41. Answering paragraph 41 of the Complaint, answering Defendants admit the same.

42. Answering paragraph 42 of the Complaint, answering Defendants admit the same.

43. Answering paragraph 43 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

FIRST CAUSE OF ACTION

(Declaratory Relief)

44. Answering paragraph 44 of the Complaint, answering Defendants repeat the answers to each and every allegation previously set forth.

45. Answering paragraph 45 of the Complaint, answering Defendants state that it calls for a legal conclusion and therefore deny the same.

1 46. Answering paragraph 46 of the Complaint, answering Defendants admit the same.

2 47. Answering paragraph 47 of the Complaint, answering Defendants deny the same.

3 48. Answering paragraph 48 of the Complaint, answering Defendants are without
4 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
5 the allegations contained in said paragraph in their entirety.

6 49. Answering paragraph 49 of the Complaint, answering Defendants deny the same.

7 50. Answering paragraph 50 of the Complaint, answering Defendants Chiu and Wu
8 admit that after Chan refused to respond to Chiu, Chiu hired Wu to act as his realtor in making
9 an offer and in securing the purchase of a KB Homes property. Answering Defendants Sullivan
10 and NREC are without sufficient knowledge as to the truth of the matters alleged therein, and
11 upon said grounds, deny the allegations contained in said paragraph in their entirety.

12 51. Answering paragraph 51 of the Complaint, answering Defendants state that this
13 paragraph calls for a legal conclusion and deny the same.

14 52. Answering paragraph 52 of the Complaint, answering Defendants deny the same.

15 53. Answering paragraph 53 of the Complaint, answering Defendants deny the same.

16 54. Answering paragraph 54 of the Complaint, answering Defendants are without
17 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
18 the allegations contained in said paragraph in their entirety.

19 55. Answering paragraph 55 of the Complaint, answering Defendants deny the same.

20 56. Answering paragraph 56 of the Complaint, answering Defendants deny the same.

21 **SECOND CAUSE OF ACTION**

22 **(Breach of Contract)**

23 57. Answering paragraph 57 of the Complaint, answering Defendants repeat the
24 answers to each and every allegation previously set forth.

25 ///

1 58. Answering paragraph 58 of the Complaint, answering Defendants are without
2 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
3 the allegations contained in said paragraph in their entirety.

4 59. Answering paragraph 59 of the Complaint, answering Defendants deny the same.

5 60. Answering paragraph 60 of the Complaint, answering Defendants are without
6 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
7 the allegations contained in said paragraph in their entirety.

8 61. Answering paragraph 61 of the Complaint, answering Defendants state that this
9 paragraph calls for a legal conclusion and deny the same.

10 62. Answering paragraph 62 of the Complaint, answering Defendants admit that
11 Defendant Chiu purchased a KB Homes property.

12 63. Answering paragraph 63 of the Complaint, answering Defendants are without
13 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
14 the allegations contained in said paragraph in their entirety.

15 64. Answering paragraph 64 of the Complaint, answering Defendants are without
16 sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny
17 the allegations contained in said paragraph in their entirety.

18 65. Answering paragraph 65 of the Complaint, answering Defendants deny the same.

19 66. Answering paragraph 66 of the Complaint, answering Defendants deny the same.

20 **THIRD CAUSE OF ACTION**

21 **(Unjust Enrichment)**

22 67. Answering paragraph 67 of the Complaint, answering Defendants repeat the
23 answers to each and every allegation previously set forth.

24 68. Answering paragraph 68 of the Complaint, answering Defendants state that the
25 paragraph calls for a legal conclusion and deny the same.

69. Answering paragraph 69 of the Complaint, answering Defendant Wu denies the same. Answering Defendants Chiu, Sullivan and NREC are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

70. Answering paragraph 70 of the Complaint, answering Defendants deny the same.

71. Answering paragraph 71 of the Complaint, answering Defendants deny the same.

72. Answering paragraph 72 of the Complaint, answering Defendants are without sufficient knowledge as to the truth of the matters alleged therein, and upon said grounds, deny the allegations contained in said paragraph in their entirety.

73. Answering paragraph 73 of the Complaint, answering Defendants deny the same.

74. Answering paragraph 74 of the Complaint, answering Defendants deny the same.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Plaintiffs have failed to state a claim against Defendants upon which relief can be granted.

Second Affirmative Defense

Plaintiffs' claims against Defendants are barred in whole or in part by the doctrines of estoppel and waiver.

Third Affirmative Defense

Plaintiffs are guilty of unclean hands.

Fourth Affirmative Defense

Plaintiffs' claims are, in whole or in part, in violation of the statute of frauds or the doctrine of laches and are therefore, barred, void or otherwise unenforceable.

Fifth Affirmative Defense

Defendants allege that Plaintiffs have waived any right of recovery from Defendants.

Sixth Affirmative Defense

Defendants lacked the requisite specific intent necessary for Plaintiffs to sustain their claims against Defendants.

Seventh Affirmative Defense

Plaintiffs have failed to mitigate their damages, if any.

Eighth Affirmative Defense

Plaintiffs have failed to satisfy conditions precedent to bringing any action against these answering Defendants.

Ninth Affirmative Defense

Plaintiffs' claims for relief are barred by the Doctrines of Estoppel, Estoppel by Fraud, and equitable relief.

Tenth Affirmative Defense

Defendants acted in good faith in all of their dealings with Plaintiffs.

Eleventh Affirmative Defense

Plaintiffs' claims for relief are barred by the Doctrines of mutual mistake, impossibility and/or impracticability.

Twelfth Affirmative Defense

Plaintiffs lack privity of contract with Defendants.

Thirteenth Affirmative Defense

There is no contract between the parties.

Fourteenth Affirmative Defense

Defendants hereby incorporate by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein.

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///

Fifteenth Affirmative Defense

Plaintiffs had neither a contract with Defendants nor were the procuring cause of the purchase of property by Defendant Chiu.

Sixteenth Affirmative Defense

Pursuant to NRCP 11, all possible affirmative defenses may not have been alleged herein in so far as sufficient facts are not available after reasonable inquiry upon the filing of this Answer; Defendants, therefore, reserve the right to amend this Answer to allege additional Affirmative Defenses as subsequent investigation warrants.

COUNTER CLAIM

First Claim for Relief

(Abuse of Process)

Defendants-Counterclaimants Wu, Chiu, Sullivan and NREC (collectively hereinafter “Defendants or Counterclaimants”), by and through their attorney, Michael A. Olsen, Esq. of the law firm Goodsell & Olsen, LLP complains of Plaintiff Betty Chan, an individual as follows:

1. Counter-defendant Chan is well aware that she failed to follow standard practice and procedure when she neglected to require Counterclaimant Chiu to enter into a written agreement for Chan to act as Chiu’s real estate agent or broker.
2. Counter-defendant Chan is also aware that there was never any meeting of the minds between Chan and Defendant Chiu regarding the core terms of her representation (including commission) nor was there any written or verbal agreement setting forth the terms of any agreement between the parties.
3. Counter-defendant Chan has fraudulently represented to Chiu and to First American Title Company that she was in possession of a broker registration card identifying her

1 as Mr. Chiu's agent. Upon being challenged to produce said document, Chan has been unable to
2 do so.

3 4. Counter-defendant Chan is well aware that her own failure to respond to
4 Counterclaimant Chiu's calls and requests for information resulted in Counterclaimant Chiu
5 seeking the services of another realtor, Counterclaimant Wayne Wu.

6 5. Counter-defendant Chan is further aware that Counterclaimant Wu is the only
7 realtor listed on the closing documents and is listed as the realtor of record.

8 6. Finally, Counter-defendant Chan is aware that Counterclaimant Wu did all of the
9 work in procuring and closing the sale of the subject property.

10 7. Plaintiff Chan instituted this lawsuit not because she has a good faith claim to the
11 commission on the sale of the subject property but for the ulterior purpose of extorting
12 Counterclaimant Wu into sharing a portion, or all of his commission, with Plaintiffs solely to
13 avoid incurring the legal fees and costs of defending this frivolous lawsuit.

14 8. In fact, the very filing of Counter-Defendant's Complaint is in direct violation of
15 the ethical rules she voluntarily undertook to uphold when she became a member of the Greater
16 Las Vegas Association of Realtors (hereafter "GLVAR") requiring that any and all legitimate
17 disputes regarding commissions be handled by way of arbitration before the GLVAR. The
18 purpose of this filing is solely to harass, abuse process and unnecessarily drive up the costs of
19 this litigation.

20 9. None of the purposes in paragraphs 7 and 8 above are proper in the regular
21 conduct of instituting a lawsuit.

22 10. As a result of Counter-defendant's actions, Counterclaimants have been forced to
23 retain the services of an attorney to prosecute the instant action and therefore is entitled to
24 reasonable fees and costs.

25 ///

Second Claim for Relief**(Declaratory Relief)**

11. Counterclaimants repeat and reallege the foregoing paragraphs as though fully stated herein.

12. Counterclaimants and Counter-defendants claim adverse interest in the commission for the sale of the subject property.

13. As set forth above, Counterclaimant Wu is the only listed broker of record, is the listed broker in all closing documents and procured and closed the sale on the subject property.

14. Counterclaimants therefore request an Order of this Court declaring that Counterclaimants Wu, Sullivan and NREC are entitled to the full commission on the sale of the subject property, currently held by First American Title Company.

15. Counterclaimants further request an Order declaring that the commission be released from the title company to Counterclaimants and that Counter-defendants pay any shortfall in commissions along with all attorney's fees and costs associated with this action.

PRAYER FOR RELIEF

Wherefore, Counterclaimants pray for judgment against Counter-defendants as follows:

1. For damages in excess of \$10,000.00;
2. For Prejudgment and Postjudgment interest;
3. For Declaratory relief as set forth herein;
4. For an award of Counterclaimant's attorney's fees and costs;
5. For such other and further relief as the Court deems just and proper.

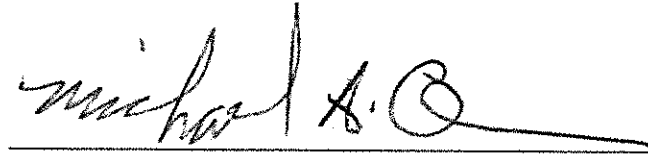
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DATED this 6th day of December, 2016.



MICHAEL A. OLSEN, ESQ.

Nevada Bar No. 6076

THOMAS R. GROVER, ESQ.

Nevada Bar No. 12387

GOODSELL & OLSEN, LLP

10155 W. Twain Ave., Suite 100

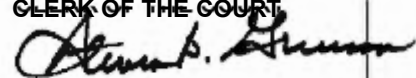
Las Vegas, Nevada 89147

Attorneys for Defendants/Counterclaimants

Wayne Wu, Judith Sullivan, Nevada Real Estate

Corp. and Jerrin Chiu

EXHIBIT “2”



1 **NEOJ**
2 MICHAEL A. OLSEN, ESQ.
3 Nevada Bar No. 6076
4 THOMAS R. GROVER, ESQ.
5 Nevada Bar No. 12387
6 **BLACKROCK LEGAL, LLC**
7 10155 W. Twain Ave. Ste. 100
8 Las Vegas, Nevada 89147
9 Tel: (702) 855-5658
10 Fax: (702) 869-8243


8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

9 BETTY CHAN and ASIAN AMERICAN) Case No: A-16-744109-C
10 REALTY & PROPERTY MANAGEMENT,)
11 Plaintiffs/Counterdefendants,) Dept. No: XX
12 v.)
13 WAYNE WU, JUDITH SULLIVAN,)
14 NEVADA REAL ESTATE CORP., JERRIN)
15 CHIU, KB HOME SALES - NEVADA INC.,)
16 Defendants/Counterclaimants.)

17 **NOTICE OF ENTRY OF ORDER**

18 PLEASE TAKE NOTICE that the **ORDER GRANTING DEFENDANTS**
19 **COUNTERMOTION FOR SUMMARY JUDGMENT AND ATTORNEY FEES AND**
20 **COSTS** was entered on the Court's record on the 22nd day of March, 2019. A copy of said
21 Order is attached hereto as Exhibit "1".

22 DATED this 22nd day of March, 2019.



23 MICHAEL A. OLSEN, ESQ.
24 Nevada Bar No. 6076
25 THOMAS R. GROVER, ESQ.
26 Nevada Bar No. 12387
27 **BLACKROCK LEGAL, LLC**
28 10155 W. Twain Ave., Suite 100
Las Vegas, NV 89147



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EXHIBIT "1"

Steven D. Grierson

ORDER

MICHAEL A. OLSEN, ESQ.

Nevada Bar No: 6076

THOMAS R. GROVER, ESQ.

Nevada Bar No. 12387

BLACKROCK LEGAL, LLC

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Las Vegas, NV 89147

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mike@blackrocklawyers.com

tom@blackrocklawyers.com

Attorneys for Defendants/Counterclaimants

Wayne Wu, Judith Sullivan, Nevada

Real Estate Corp. and Jerrin Chiu

**DISTRICT COURT
CLARK COUNTY, NEVADA**

BETTY CHAN and ASIAN AMERICAN
REALTY & PROPERTY MANAGEMENT,

Plaintiffs/Counterdefendants,
v.

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

Defendants/Counterclaimants.

) Case No: A-16-744109-C

) Dept. No: XX

) **ORDER GRANTING
DEFENDANTS**

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

APPEARANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 11. The Court hereby ORDERS attorney's fees in the amount of \$21,435.00. The
2 Court finds this amount is reasonable and actually incurred by Defendants in enforcing the
3 arbitration award. The Court is awarding attorney fees after the entry of the arbitration award and
4 Plaintiffs' filing of its Motion to Vacate or Modify Arbitration Award, starting on July 25, 2018.
5 The Court declines to award fees requested on the invoices dated December 31, 2016, January
6 31, 2017, and February 28, 2017, as the redactions made to Plaintiffs' counsel's billing records
7 prevent the Court from determining if those fees were reasonable and necessary. The Court has
8 reviewed the remaining fees and finds they were reasonable and appropriate for litigating the
9 matter and in keeping with attorney fees for such work in Southern Nevada. The Court further
10 finds that the Brunzell factors have been met for the reasons stated in Defendant's Countermotion
11 for Attorney Fees and Costs as set forth below.
12

13
14 12. When determining an award of attorneys' fees and costs, Nevada courts have long
15 relied upon the factors in *Brunzell v. Golden Gate Nat'l Bank*. These four factors analyze (1) the
16 qualities of the advocate: his ability, his training, education, experience, professional standing
17 and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time
18 and skill required, the responsibility imposed and the prominence and character of the parties
19 where they affect the importance of litigation; (3) the work actually performed by the lawyer: the
20 skill, time and attention given to the work; (4) the result: whether the attorney was successful and
21 what benefits were derived.
22
23

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

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

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

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

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

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

IT IS HEREBY ORDERED, AJUDICATED, AND DECREED:


- a. That the September 18, 2018 Order is affirmed wherein Wu was determined the procuring cause and the Arbitration Award was confirmed.
- b. That the *Countermotion for Summary Judgment* is GRANTED
- c. That the *Motion for Attorney's Fees and Costs* is GRANTED and that Attorney's fees in the amount of \$21,435.00 and Costs in the amount of \$920.83 are hereby awarded to Defendants.

IT IS SO ORDERED this 19 ^{MARCH} ~~FEBRUARY~~ 2019.


DISTRICT COURT JUDGE SS

ERIC JOHNSON

Prepared and submitted by:


MICHAEL A. OLSEN, ESQ.

Nevada Bar No. 6076

THOMAS R. GROVER, ESQ.

Nevada Bar No. 12387

GOODSELL & OLSEN, LLP

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



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11
12
13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 BETTY CHAN and ASIAN AMERICAN) Case No: A-16-744109-C
16 REALTY & PROPERTY MANAGEMENT,)
17) Dept. No: XX
18 Plaintiffs/Counterdefendants,)
19 v.)
20)
21 WAYNE WU, JUDITH SULLIVAN,)
22 NEVADA REAL ESTATE CORP., JERRIN)
23 CHIU, KB HOME SALES – NEVADA INC.,)
24)
25 Defendants/Counterclaimants.)

26 **NOTICE OF ENTRY OF ORDER**

27 PLEASE TAKE NOTICE that the **ORDER GRANTING IN PART DEFENDANTS'**
28 **MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, FOR**
29 **CONTRACTUAL AWARD OF ATTORNEY'S FEES, FOR WRIT OF EXECUTION ON**
30 **PLAINTIFF'S COMMISSIONS AWARDED BY GLVAR ARBITRATION PANEL, AND**
31 **RELEASE OF BOND DEPOSITED ON APPEAL AND ORDER GRANTING**
32 **PLAINTIFFS' COUNTERMOTION FOR SUMMARY JUDGMENT** was entered on the
33 Court's record on the 23rd day of November, 2020. A copy of said Order is attached hereto as
34 Exhibit "1".

35 DATED this 23rd day of November 2020.

36 */s/Michael A. Olsen, Esq.*

37 MICHAEL A. OLSEN, ESQ.
38 Nevada Bar No. 6076
39 THOMAS R. GROVER, ESQ.
40 Nevada Bar No. 12387

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EXHIBIT “1”

ORDR

MICHAEL A. OLSEN, ESQ.

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THOMAS R. GROVER, ESQ.

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Attorneys for Wayne Wu, Judith Sullivan,

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

BETTY CHAN and ASIAN AMERICAN
REALTY & PROPERTY MANAGEMENT,

Plaintiffs/Counterdefendants,

v.

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

Defendants/Counterclaimants.

) Case No: A-16-744109-C

) Dept. No: XX

) **ORDER GRANTING IN PART**
) **DEFENDANTS' MOTION FOR**
) **SUMMARY JUDGMENT, OR IN**
) **THE ALTERNATIVE, FOR**
) **CONTRACTUAL AWARD OF**
) **ATTORNEY'S FEES, FOR WRIT**
) **OF EXECUTION ON PLAINTIFF'S**
) **COMMISSIONS AWARDED BY**
) **GLVAR ARBITRATION PANEL,**
) **AND RELEASE OF BOND**
) **DEPOSITED ON APPEAL**
) **AND ORDER GRANTING**
) **PLAINTIFFS' COUNTERMOTION**
) **FOR SUMMARY JUDGMENT**

APPEARANCES

- Michael A. Olsen, Esq. of Blackrock Legal, LLC, on behalf of Wayne Wu, Judith Sullivan, Nevada Real Estate Corp., and Jerrin Chiu, Defendants/Counterclaimants (hereinafter "Defendants").

- R. Duane Frizell, Esq., of Frizell Law Firm, on behalf of Betty Chan and Asian American Realty & Property Management, (hereinafter “Plaintiffs”).

This matter came on for hearing on July 21, 2020 and again on September 30, 2020 before the Honorable Eric Johnson presiding on the Defendants’ *Motion for Summary Judgment, or in the Alternative, for Contractual Award of Attorney’s Fees, for Writ of Execution on Plaintiff’s Commissions Awarded by GLVAR Arbitration Panel, and Release of Bond Deposited on Appeal* (hereafter “Motion”) and *Plaintiffs’ Opposition to Defendants’ Motion for Summary Judgment, or in the alternative, for Contractual Award of Attorney’s Fees, for Writ of Execution on Plaintiff’s Commissions Awarded by GLVAR Arbitration Panel and Release of Bond Deposited on Appeal, and Countermotion for Summary Judgment on Defendants’ Abuse-of-Process Counterclaim* (hereafter “Opposition and Countermotion”). The Court having read and considered the papers and pleadings on file, having heard oral arguments made at the time of hearings, and good cause appearing, therefore the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACTS

1. Defendants have a good argument that Plaintiff ran this lawsuit far beyond what it should have been run, and the Court thinks Ms. Chan represents the worst of litigations, but she had a right to file a complaint, and her filing of the civil complaint does not rise to the level of abuse of judicial process.

2. Ms. Chan apparently had an ethical obligation with the realtor board to attend either arbitration or mediation, which Ms. Chan may have violated (but the Court is not making a ruling on this matter because it is not before the Court); however, the Court finds she had a right to file the civil Complaint.

1 3. The Motion for Writ of Execution is redundant and unnecessary as a valid Writ
2 already exists; however, to the extent Defendants seek to execute upon Plaintiffs' portion of the
3 commissions on deposit with GLVAR, Defendants will have to submit a new writ for that.

4 4. Ms. Chan executed a contract for arbitration which includes a valid and
5 enforceable attorney's fees provision. Since Ms. Chan has chosen to continue fighting the
6 collection of the arbitration award she is contractually liable for the related and reasonable
7 attorney's fees and costs incurred by the Defendants until such time as they are able to satisfy the
8 arbitration award and the fees and costs awarded by this court. Given the foregoing, Defendants
9 are entitled to an award of reasonable attorney's fees and costs incurred in seeking to enforce the
10 arbitration award since the date of the submission of the last request for fees and costs by
11 Defendants on October 31, 2018.
12

13 5. This Court already ruled upon the scope of the arbitration agreement in the March
14 22, 2019 Order, which encompassed any efforts to collect on the arbitration award.
15

16 6. Since the March 22, 2019 Order, Defendants have incurred additional fees
17 seeking to collect the arbitration award and such fees fall within the scope of the arbitration
18 agreement.
19

20 7. Counsel for Defendants shall file their invoices with the Court Clerk, which
21 invoices were submitted to the Court for in camera inspection, and which invoices the Court
22 actually reviewed.
23

24 CONCLUSIONS OF LAW

25 8. The Clerk of the Court has already issued a writ of execution, which is valid and
26 enforceable, however, Defendants may submit a new writ for full amount of the commission
27 currently held by GLVAR, which amount shall be applied to the amount of the fees and costs
28 awarded against Plaintiffs in this action.

1 9. Ms. Chan is under an ongoing contractual obligation to pay reasonable attorney's
2 fees and costs Defendants incur in seeking to enforce the arbitration agreement and the fees and
3 costs awarded by this Court. Nothing in the Agreement to Arbitrate prevents collection of such
4 reasonable attorney's fees and costs incurred so long as Ms. Chan fights against collection of the
5 original award.
6

7 10. Ms. Chan may have violated an ethical obligation as a member of the GLVAR;
8 however such a violation should be resolved before that body and not before this Court.
9

10 11. The Supreme Court of Nevada has determined that it lacked jurisdiction over Ms.
11 Chan's most recent appeal and has dismissed that appeal. Therefore, jurisdiction over this case
12 remains in this court and the supersedeas bond is to be immediately released to Defendants.

13 12. Ms. Chan had a right to file her complaint and did not file her complaint with an
14 ulterior motive. Accordingly, she committed no abuse of process.

15 13. The Nevada Supreme Court's decision to dismiss the appeal did not preclude
16 collection of additional fees as the Nevada Supreme Court never took jurisdiction of the matter
17 or examined the scope of the arbitration agreement.
18

19 14. The Agreement to Arbitrate is between Ms. Chan and GLVAR for participation in
20 arbitration.
21

22 15. With regard to the agreement to arbitrate and the attorney fee provision contained
23 therein, there was a clear meeting of the minds between Ms. Chan and GLVAR, as well as the
24 others who participated in the arbitration process.

25 16. The fees incurred by Defendants related to their abuse of process claim are
26 denied.
27

28 17. The Court awards \$35,630.00 in fees and costs to Defendants and finds that such
an amount of fees satisfies the requirements of Brunzell.

18. Defendants shall be permitted to collect the entire amount of the funds held in escrow by the GLVAR, provided that they do so pursuant to a new writ of execution.

19. Counsel for Defendants shall file a new writ of execution for the full amount of the funds held in escrow by GLVAR.

IT IS HEREBY ORDERED, AJUDICATED, AND DECREED:

a) Defendants may execute upon the entirety of the \$13,795.32 commission held in the GLVAR escrow account pursuant to a new writ of execution.

b) Defendants shall file a new Writ of Execution to obtain the entirety of the funds currently held in the GLVAR escrow account.

c) Defendants' request for summary judgment that Ms. Chan committed an abuse of process is DENIED;

d) Plaintiffs' request for summary judgment that Ms. Chan did not commit an abuse of process is GRANTED;

e) The supersedeas bond posted by Plaintiffs in the amount of \$33,533.75 shall immediately be released to DEFENDANTS and the clerk of court is hereby instructed to issue a check payable to the Blackrock Legal, LLC Trust account in that amount of said bond plus interest, if any;

f) Defendants are hereby awarded fees and costs in the amount of \$35,630.00 incurred in seeking to enforce the arbitration award since the Court's last award of attorney's fees.

g) Ms. Chan is hereby given leave to file a motion for stay of execution.

~~h) The status check currently scheduled for November 18, 2020 at 8.30 a.m. is hereby VACATED.~~

1 i) Pursuant to NRCP 54(b), the Court finds no just reason for delay, and this order is
2 hereby entered as a final order as to any and all claims and counterclaims between and among
3 Plaintiffs and the identified Defendants.

4 IT IS SO ORDERED this _____ of November 2020.

5 Dated this 23rd day of November, 2020

6
7 
8 DISTRICT COURT JUDGE

9 Prepared and submitted by:

7AB 1B9 E166 A32D
Eric Johnson
District Court Judge

10 /s/ Keith D. Routsong, Esq.
11 MICHAEL A. OLSEN, ESQ.
12 Nevada Bar No. 6076
13 THOMAS R. GROVER, ESQ.
14 Nevada Bar No. 12387
15 KEITH D. ROUTSONG, ESQ.
16 Nevada Bar No. 14944
17 **BLACKROCK LEGAL, LLC**
18 *Attorneys for Wayne Wu, Judith Sullivan,*
19 *Nevada Real Estate Corp. and Jerrin Chiu*

20 Approved as to form and content by:

21 /s/ R. Duane Frizell, Esq.
22 R. DUANE FRIZELL, ESQ.
23 Nevada Bar No. 97
24 **FRIZELL LAW FIRM**
25 *Attorney for Betty Chan and Asian American*
26 *Realty and Property Management*

Keith Routsong

From: Keith Routsong
Sent: Wednesday, November 18, 2020 7:59 AM
To: Duane Frizell; Mike Olsen
Subject: RE: Chan v. Wu: Proposed Order

Duane,

Those changes are fine with us. I added your electronic signature and will submit to the Court this morning. Thanks.

Keith

From: Duane Frizell <dfrizell@frizelllaw.com>
Sent: Tuesday, November 17, 2020 11:20 AM
To: Mike Olsen <mike@blackrocklawyers.com>; Keith Routsong <keith@blackrocklawyers.com>
Subject: Chan v. Wu: Proposed Order
Importance: High

Hi Mike and Keith:

I have gone through the proposed order and made some revisions. My redlined version and my clean version are attached in Word.

All of my revisions are relatively minor and are based on the court's rulings as expressly stated in the transcripts of the hearings. I have attached the transcripts for the two hearings for your reference as well.

On the attached clean version of the proposed order, I authorize you to affix my electronic signature and submit to the court.

Thanks!

--Duane



R. Duane Frizell

Attorney at Law

Licensed in Nevada, New Mexico, and Texas

FRIZELL LAW FIRM

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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Betty Chan, Plaintiff(s)

CASE NO: A-16-744109-C

7 vs.

DEPT. NO. Department 20

8 Wayne Wu, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 11/23/2020

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