

IN THE SUPREME COURT OF THE STATE OF NEVADA

NO. 82208

BETTY CHAN; and ASIAN AMERICAN REALTY & PROPERTY
MANAGEMENT,

Electronically Filed
May 26, 2021 05:38 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Appellants,

vs.

WAYNE WU; JUDITH SULLIVAN; NEVADA REAL ESTATE CORP.; and
JERRIN CHIU,

Respondents.

**APPELLANTS' APPENDIX
(Volume 6)**

Appeal from

the Eighth Judicial District Court sitting in Clark County, Nevada

District Court Case No.: A-16-744109-C

District Court Judge: Hon. Eric Johnson

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CERTIFICATE OF SERVICE

I hereby certify pursuant to NRAP 25(c), that on May 26, 2021, I served a true and correct copy of the forgoing ***APPELLANTS' APPENDIX (Volume 6)***, together with any and all exhibits and attachments, via the Supreme Court's

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		Volume No. 1	
1	9/27/2016	Complaint	Appx000001- Appx000010
1	11/15/2016	Amended Complaint	Appx000011- Appx000018
1	11/21/2016	Affidavit of Service	Appx000019- Appx000022
1	11/21/2016	Affidavit of Service	Appx000023- Appx000026
1	11/21/2016	Affidavit of Service	Appx000027- Appx000030
1	11/21/2016	Affidavit of Service	Appx000031- Appx000034
1	12/1/2016	Affidavit of Service	Appx000035- Appx000038
1	12/6/2016	Answer and Counterclaim	Appx000039- Appx000053
1	12/7/2016	Certificate of Service	Appx000054 - Appx000055
1	12/19/2016	Reply to Counterclaim	Appx000056- Appx000060
1	1/13/2017	Motion for Stay Pending Arbitration	Appx000061 - Appx000065
1	2/2/2017	Opposition to Motion to Stay Pending Arbitration and Countermotion to Dismiss with Prejudice or in the Alternative for Summary Judgment	Appx000066- Appx000077
1		Exhibit 1 - City-Data.com Forum	Appx000078- Appx000079
1		Exhibit 2 - Forms Associated with Purchase Agreement	Appx000080- Appx000107
1		Exhibit 3 - Addendum to Purchase Agreement and Escrow Instructions Sales Summary	Appx000108- Appx000110
1		Exhibit 4 - Hall letter to First American Title	Appx000111- Appx000113
1		Exhibit 5 - Code of Ethics and Standards of Practice of the National Association of Realtors	Appx000114- Appx000117
1		Exhibit 6 - The Code of Ethics - Our Promise of Professionalism	Appx000118- Appx000121
1	2/6/2017	Certificate of Service	Appx000122- Appx000123

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1	2/7/2017	Certificate of Service	Appx000124- Appx000125
1	2/7/2017	Supplement to Opposition to Motion to Stay Pending Arbitration and Countermotion to Dismiss with Prejudice or in the Alternative for Summary Judgment	Appx000126- Appx000127
1		Exhibit 1 - Affidavit of Jerrin Chiu	Appx000128- Appx000131
1	2/10/2017	Amended Reply to Counterclaim	Appx000132- Appx000136
1	2/14/2017	Plaintiff/Counterdefendants Reply to Opposition to Motion to Stay Pending Arbitration and Opposition to Defendants/Counterclaimants Countermotion to Dismiss with Prejudice or in the Alternative for Summary Judgment	Appx000137- Appx000146
1		Exhibit - Declaration of Betty Chan in Support of Reply to Opposition to Motion to Stay Pending Arbitration and Opposition to Countermotion to Dismiss with Prejudice or in the Alternative for Summary Judgment	Appx000147- Appx000150
1	2/27/2017	Minutes of 02/27/2017 hearing, Plaintiffs' Motion for Stay Pending Arbitration--Defendants' and Counterclaimants' Opposition to Motion to Stay Pending Arbitration and Countermotion to Dismiss with Prejudice or in the Alternative for Summary Judgment	Appx000151- Appx000152
1	3/30/2017	Order Granting Motion to Stay and Denying Motion to Dismiss and Motion for Summary Judgment	Appx000153- Appx000154
1	4/3/2017	Notice of Entry of Order Granting Motion to Stay and Denying Motion for summary Judgment	Appx000155- Appx000159
1	7/18/2018	Motion to Vacate or Modify Arbitration Award	Appx000160- Appx000175
1		Exhibit 1 - Code of Ethics and Standards of Practice of the National Association of Realtors Effective January 1, 2015	Appx000176- Appx000182
1		Exhibit 2 - Request and Agreement to Arbitrate (P00001 - P0044)	Appx000183- Appx000227
		Volume No. 2	
2		Exhibit 2 Continued- Request and Agreement to Arbitrate (P0045 - P0105)	Appx000228- Appx000288
2		Exhibit 3 - Response and Agreement to Arbitrate (D0001 - D0100)	Appx000289- Appx000389
2		Exhibit 4 - 04/20/2018 GLVAR letter to Nevada Real Estate Corporation	Appx000390- Appx000393

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2		Exhibit 5 - 04/27/2018 GLVAR letter to Nevada Real Estate Corp.	Appx000394- Appx000397
2		Exhibit 6 - Code of Ethics and Arbitration Manual	Appx000398- Appx000459
		Volume No. 3	
3		Exhibit 7 - 5/17/2018 Asian American Realty (Chan) letter to GLVAR	Appx000460- Appx000464
3	8/6/2018	Opposition to Motion to Vacate or Modify Arbitration Award and Countermotion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for Attorney Fees	Appx000465- Appx000492
3		Exhibit A - Gmail email 11/2/15	Appx000493- Appx000494
3		Exhibit B - Gmail email 11/2/15	Appx000495- Appx000496
3		Exhibit C - Affidavit of Jerrin Chiu	Appx000497- Appx000500
3		Exhibit D - City-Data.com Forum	Appx000501- Appx000502
3		Exhibit E - Forms Associated with Purchase Agreement	Appx000503- Appx000530
3		Exhibit F - Addendum to Purchase Agreement and Escrow Instructions	Appx000532 - Appx000533
3		Exhibit G - Gmail - 1/27/2016 Chan Email to Chiu	Appx000534- Appx000535
3		Exhibit H - 3/24/2016 Hall Letter to First American Title	Appx000536- Appx000538
3		Exhibit I - 2/5/16 Chan email to "aaroffer".	Appx000539- Appx000540
3		Exhibit J - 7/19/17 Myers email to Harper	Appx000541 - Appx000545
3		Exhibit K - 7/19/2017 Myers email to Harper	Appx000546- Appx000548
3		Exhibit L - 9/27/2016 Complaint	Appx000549- Appx000558
3		Exhibit M - 11/15/2016 Amended Complaint	Appx000559- Appx000367
3		Exhibit N - Duties Owed by a Nevada Real Estate Licensee	Appx000568- Appx000570
3		Exhibit O - 11/30/15 Chan email to Chiu	Appx000571- Appx000572

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3		Exhibit P - 1/25/2016 Cham email to Chiu	Appx000573- Appx000574
3		Exhibit Q - Request and Agreement to Arbitrate (P0001 - P0005)	Appx000575- Appx000580
3		Exhibit R - 4/27/2018 GLVAR letter to Nevada Real Estate Corp.	Appx000581- Appx000584
3		Exhibit S - 5/17/2018 Chan letter to GLVAR	Appx000585- Appx000589
3		Exhibit T - Code of Ethics and Arbitration Manual	Appx000590- Appx000591
3	8/15/2018	Reply in Support of Motion to Vacate or Modify Arbitration Award and Opposition/Motion to Strike Improper Countermotion	Appx000592- Appx000608
3		Exhibit 8 - Supplemental Declaration of Betty Chan	Appx000609- Appx000615
3	8/22/2018	Minutes of 8/22/2018 Hearing as to Plaintiff's Reply in Support of Motion to Vacate or Modify Arbitration and Opposition/Motion to Strike Improper Countermotion	Appx000616- Appx000617
3	8/22/2018	Transcript of Hearing: All Pending Motions	Appx000618- Appx000648
3	9/5/2018	First Supplement to Countermotion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for Attorneys fees	Appx000649- Appx000661
3		Exhibit A - 05/01/2017 Minutes	Appx000662- Appx000664
3		Exhibit B - Request and Agreement to Arbitrate (P0001 - P0005)	Appx000665- Appx000670
3		Exhibit C - 2/5/2016 Chan email to "aaroffer"	Appx000671- Appx000672
3		Exhibit D - face page only, exhibit missing	Appx000673
3	9/12/2018	Supplement to First Supplement to Countermotion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for Attorney Fees	Appx000674- Appx000675
3		Exhibit D - Affidavit of Michael A. Olsen, Esq.	Appx000676- Appx000690
3	9/18/2018	Order Denying Motion to Vacate or Modify Arbitration Award	Appx000691- Appx000694
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4	9/18/2018	Notice of Entry of Order	Appx000695- Appx000701

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4	9/21/2018	Certificate of Service	Appx000702- Appx000703
4	10/17/2018	Transcript of Hearing: Plaintiffs' Motion to Extend Briefing on Order Shortening Time and continue Hearing Date	Appx000704- Appx000707
4	10/25/2018	Plaintiffs/Counterdefendants Betty Chan and Asia American Realty & Property Management's Supplement to Plaintiffs Opposition Defendants/Counterclaimants Wayne Wu, Judicith Sullivan, Nevada Real Estate Corp., Jerrin Chiu, KB Home Sales-Nevada, Inc.'s: (1) First Supplement to Countermotion to Recognize Wu as the Procuring Cause, for summary Judgment, and for Attorney Fees (Filed 09/05/18) and (2) Supplement to First Supplement to Countermotion to Recognize Wu as the Procuring Cause fo Summary Judgment, and for Attorneys fees (Filed 09/12/18)	Appx000708- Appx000727
4		Exhibit 1 - Declaration of Betty Chan	Appx000728- Appx000736
4		Exhibit 2 - Declaration of Betty Chan in Support of Reply to Opposition to Motion to Stay Pending Arbitration and Opposition to Countermotion to Dismiss with Prejudice or in the alternative for Summary Judgment	Appx000737- Appx000741
4		Exhibit 3 - Supplemental Declaration of Betty Chan	Appx000742- Appx000745
4		Exhibit 4 - 11/2/2015 Chiu email to Chan	Appx000746- Appx000748
4		Exhibit 5 - 12/30 text string	Appx000749- Appx000750
4		Exhibit 6 - 1/15 text string	Appx000751- Appx000754
4	10/29/2018	Reply to Plaintiff/Counterdefendants Supplement to Plaintiffs Opposition to Defendants/Counterclaimants 91) First supplement to Countermotion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for Attorneys Fees and (2) Supplement to First Supplement to Countermotion to Recognize Wu as the Procuring Cause for Summary Judgment, and for Attorney Fees	Appx000755- Appx000761
4	10/30/2018	Certificate of Service	Appx000762- Appx000763
4	10/31/2018	Memorandum of Costs and Disbursements	Appx000764
4		Exhibit 1 - Goodsell & Olsen Invoices	Appx000765- Appx000779

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4	10/31/2018	Transcript of Hearing: Defendants and Counterclaimants Wayne Wu, Judith Sullivan, Nevada Real Estate Corp. and Jerrin Chiu's Opposition to Motion to Vacate or Modify Arbitration Award and countermotion to Recognize Wu as the Procuring Cause, for Summary Judgment and for Attorney Fees	Appx000780- Appx000815
4	3/22/2019	Order Granting Defendants Countermotion for Summary Judgment and Attorney Fees and Costs	Appx000816- Appx000822
4	3/22/2019	Notice of Entry of Order	Appx000823- Appx000831
4	3/25/2019	Certificate of Service	Appx000832- Appx000833
4	4/17/2019	Transcript of Hearing: Defendants' Motion for Writ of Execution	Appx000834- Appx000859
4	4/22/2019	Notice of Appeal	Appx000860
4	4/24/2019	Notice of Appearance	Appx000861- Appx000862
4	5/1/2019	Minutes re Motion to Stay Execution on OST, Partial Opposition to Plaintiff's Motion to Stay Execution Pending Appeal (on an Ex Parte Application for an Order Shortening Time) and Demand for Supersedeas Bond and Countermotion to Amend Order)	Appx000863- Appx000864
4	5/1/2019	Transcript of Hearing: Motion to Stay Execution on OST, Partial Opposition to Plaintiff's Motion to Stay Execution Pending Appeal (on an Ex Parte Application for an Order Shortening Time) and Demand for Supersedeas Bond and Countermotion to Amend Order)	Appx000865- Appx000880
4	5/1/2019	Order on Plaintiffs' Motion to Stay Execution Pending Appeal	Appx000881- Appx000882
4	5/1/2019	Notice of Entry of Order on Plaintiff's Motion to Stay Execution Pending Appeal	Appx000883- Appx000886
4	5/7/2019	Plaintiffs' Notice of Posting Supersedeas Bond	Appx000887- Appx000891
4	1/7/2020	Plaintiffs' Motion to Formally Resolve Motion for Reconsideration and to Certify Judgment as Final (on an Application for an Order Shortening Time)	Appx000892- Appx000899
4		Exhibit 1 - Order Granting Defendants Countermotion for Summary Judgment and Attorney Fees and Costs	Appx000900- Appx000907

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4		Exhibit 3 - Register of Actions	Appx000913- Appx000920
4		Exhibit 4 - 4/1/2019 Minutes re Plaintiff's Motion for Reconsideration	Appx000921- Appx000923
4		Exhibit 5 - 4/22/2019 Notice of Appeal	Appx000924- Appx000925
4		Exhibit 6 - 5/1/2019 Order on Plaintiffs' Motion to stay Execution Pending Appeal	Appx000926- Appx000928
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5		Exhibit 7 - Plaintiffs' Notice of Posting Supersedeas Bond	Appx000929- Appx000934
5		Exhibit 8 - 11/14/2019 Order to Show Cause	Appx000935- Appx000937
5		Exhibit 9 - Plaintiffs-Appellants' Response to Order to Show Cause	Appx000938- Appx000947
5		Exhibit 10 - 12/16/19 Frizell email to Olsen	Appx000948- Appx000952
5	1/16/2020	Opposition to Plaintiffs' Motion to Formally Resolve Motion for Reconsideration and to Certify Judgment as Final (on an Application for an Order shortening Time) and Countermotion for Summary Judgment on Abuse of Process Claim	Appx000953- Appx000967
5		Exhibit 1 - 4/27/18 GLVAR letter to Nevada Real Estate Corp.	Appx000968- Appx000974
5		Exhibit 2 - 9/18/18 Order Denying Motion to Vacate or Modify Arbitration Award	Appx000975- Appx000979
5		Exhibit 3 - Request and Agreement to Arbitrate (P001 - P003)	Appx000980- Appx000983
5		Exhibit 4 - Order Granting Defendants Countermotion for Summary Judgment and Attorney Fees and Costs	Appx000984- Appx000991
5		Exhibit 5 - 3/24/2016 Hall letter to First American Title	Appx000992- Appx000994
5		Exhibit 6 - Amended Complaint	Appx000995- Appx001003
5		Exhibit 7 - 2/5/2016 Chan email to "aaroffer"	Appx001004- Appx001005

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5	1/22/2020	Minutes re Plaintiffs' Motion to Formally Resolve Motion for Reconsideration and to Certify Judgment as Final (on an Application for an Order Shortening Time) . . . Opposition to Plaintiff's Motion to Formally Resolve Motion for Reconsideration and to Certify Judgment as Final (on an Application for an Order Shortening Time) and Countermotion for Summary Judgment on Abuse of Process Claim	Appx001006- Appx001007
5	1/22/2020	Transcript of Hearing: All Pending Motions	Appx001008- Appx001017
5	3/10/2020	Order on Plaintiffs' Motion to formally Resolve Motion for Reconsideration and to Certify Judgment as Final and Countermotion for Summary Judgment on Abuse of Process Claim	Appx001018- Appx001022
5	3/10/2020	Notice of Entry of Order on Plaintiffs' Motion to formally Resolve Motion for Reconsideration and to Certify Judgment as Final and Countermotion for Summary Judgment on Abuse of Process Claim	Appx001023- Appx001030
5	4/6/2020	Plaintiff's Amended Notice of Appeal	Appx001031- Appx001033
5	6/4/2020	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	Appx001034- Appx001050
5		Exhibit 1 - 4/27/18 GLVAR letter to Nevada Real Estate Corp.	Appx001051- Appx001057
5		Exhibit 2 - 9/18/18 Order Denying Motion to Vacate or Modify Arbitration Award	Appx001058- Appx001062
5		Exhibit 3 - Order Granting Defendants Countermotion for Summary Judgment and Attorney Fees and Costs	Appx001063- Appx001070
5		Exhibit 4 - Request and Agreement to Arbitrate (P0001 - P0003)	Appx001071- Appx001074
5		Exhibit 5 - 3/24/2016 Hall letter to First American Title	Appx001075- Appx001077
5		Exhibit 6 - 2/5/2016 Chan email to "aaroffer"	Appx001078- Appx001079
5		Exhibit 7 - 5/14/2020 Order Dismissing Appeal	Appx001080- Appx001084
5	6/9/2020	Supreme Court Clerk's Certificate, Judgment Dismissing Appeal	Appx001085- Appx001089
5	6/9/2020	Remittitur	Appx001090

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5	6/30/2020	Transcript of Hearing: Plaintiff's Motion to Strike or in the Alternative to Extend Briefing and Continue the Hearing On Defendant's Motion for Summary Judgment	Appx001091- Appx001096
5	7/8/2020	Plaintiff's Opposition to Defendant's 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	Appx001097- Appx001120
5		Exhibit 1 - Order Granting Defendants Countermotion for Summary Judgment and Attorney Fees and Costs (filed Mar. 22, 2019)	Appx001121- Appx001128
5		Exhibit 2 - Motion to Vacate Entry of Order or Motion for Extension of Time to File	Appx001129- Appx001133
5		Exhibit 3 - Register of Actions (dated Jan. 7, 2020)	Appx001134- Appx001141
5		Exhibit 4 - Minute Order (dated Apr. 1, 2019)	Appx001142- Appx001144
5		Exhibit 5 - Notice of Appeal (dated Apr. 22, 2019)	Appx001145- Appx001146
5		Exhibit 6 - Order on Plaintiff's Motion to Stay Execution Pending Appeal (filed May 1, 2019)	Appx001147- Appx001149
5		Exhibit 7 - Plaintiffs' Notice of Posting Supersedeas Bond (filed May 7, 2019)	Appx001150- Appx001155
5		Exhibit 8 - Supreme Court's Order to Show Cause (filed Nov. 14, 2019)	Appx001156- Appx001158
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6		Exhibit 9 - Plaintiffs-Appellants' Response to Order to Show Cause (filed in Supreme Court Dec. 16, 2019)	Appx001159- Appx001168
6		Exhibit 10 - Emails between counsel (Nov. 20, 2019 to Dec. 16, 2019)	Appx001169- Appx001173
6		Exhibit 11 - Opposition to Motion to Vacate or Modify Arbitration Award and Countermotion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for Attorney Fees (filed Aug. 6, 2018) [excerpts]	Appx001174- Appx001177
6		Exhibit 12 - Transcript (Oct. 31, 2018) [excerpts]	Appx001178- Appx001188

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6		Exhibit 13 - Declaration of Betty Chan in Support of Reply to Opposition to Motion to Stay	Appx001189- Appx001193
6		Exhibit 14 - Supplemental Declaration of Betty Chan (dated Aug. 15, 2018)	Appx001194- Appx001197
6		Exhibit 15 - Declaration of Betty Chan (dated Jan. 21, 2020)	Appx001198- Appx001205
6		Exhibit 16 - Text messages between Chan and Jana, an agent at KB Homes	Appx001206- Appx001207
6		Exhibit 17 - Order Dismissing Appeal (entered May 14, 2020)	Appx001208- Appx001212
6		Exhibit 18 - Defendants' Reply to Plaintiffs-Appellants Response to Order to Show Cause	Appx001213- Appx001229
6		Exhibit 19 - Email from Betty Chan to GLVAR giving notice of intent to appeal arbitration	Appx001230- Appx001231
6		Exhibit 20 - Email from Betty Chan to GLVAR requesting arbitration (dated June 11, 2016).	Appx001232- Appx001233
6		Exhibit 21 - Defendant Wayne Wu's agreement with KB Home Las Vegas Inc. (dated Jan. 8, 2016).	Appx001234- Appx001235
6	7/13/2020	Reply in Support of 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 Opposition to Countermotion for Summary Judgment on Defendant's Abuse of Process Counterclaim	Appx001236- Appx001249
6		Exhibit 1 - 2/5/2016 Chan email to "aaroffer"	Appx001250- Appx001252
6		Exhibit 2 - Request and Agreement to Arbitrate	Appx001253- Appx001255
6		Exhibit 3 - 5/14/2020 Order Dismissing Appeal	Appx001256- Appx001260
6		Exhibit 4 - 5/1/19 Order on Plaintiffs' Motion to Stay Execution Pending Appeal	Appx001261- Appx001263
6		Exhibit 5 - Code of Ethics and Standards of Practice	Appx001264- Appx001267
6		Exhibit 6 - the Code of Ethics - Our Promise of Professionalism	Appx001268- Appx001271
6		Exhibit 7 - Blackrock Legal Invoices	Appx001272- Appx001332
6	7/15/2020	Certificate of Service	Appx001333- Appx001334
6	7/21/2020	Minutes, All Pending Motions	Appx001335- Appx001336

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6	7/21/2020	Transcript of Hearing: All Pending Motions	Appx001337- Appx001354
6	8/11/2020	Memorandum for Production of Invoices for Attorney's Fees and Costs	Appx001355- Appx001363
6		Exhibit 1 - Submitted in camera	Appx001364
6	8/12/2020	Certificate of Service	Appx001365- Appx001366
6	8/12/2020	Notice of Production of Documents for In Camera Review	Appx001367- Appx001368
		Volume No. 7	
7		Exhibit 1 - Blackrock Invoices	Appx001369- Appx001401
7	8/13/2020	Certificate of Service	Appx001402- Appx001403
7	9/9/2020	Plaintiffs' Opposition to Defendants' Memorandum for Production of Invoices for Attorney's Fees and Costs and Countermotion to have Defendants' Invoices Filed and made Part of the Public Record	Appx001404- Appx001414
7	9/20/2020	Reply in Support of Memorandum for Production of Invoices for Attorney's Fees and Costs	Appx001415- Appx001425
7	9/11/2020	Certificate of Service	Appx001426- Appx001427
7	9/30/2020	Minute Order - all Pending Motions	Appx001428- Appx001429
7	9/30/2020	Transcript of Hearing: Plaintiff's Opposition to Defendant's Memorandum for Production of Invoices for Attorney's Fees and Costs and Countermotion to Have Defendant's Invoices Filed and made part of the Public Record.	Appx001430- Appx001452
7	11/18/2020	Transcript of Hearing: Order/Case Status	Appx001453- Appx001455
7	11/23/2020	Order Granting in Part Defendant's 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	Appx001456- Appx001464
7	11/23/2020	Notice of Entry of Order	Appx001465- Appx001475

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7	11/24/2020	Certificate of Service	Appx001476- Appx001477
7	12/8/2020	Plaintiff's Notice of Appeal	Appx001478- Appx001480
7	12/8/2020	Plaintiff's Amended Notice of Appeal	Appx001481- Appx001483
7	12/9/2020	Court Minutes, Motion to Stay	Appx001484- Appx001485
7	12/9/2020	Transcript of Hearing: Plaintiffs' Motion to Stay Execution Pending Appeal (on an Ex Parte Application for an Order Shortening Time)	Appx001486- Appx001502
7	12/22/2020	Notice of Cross Appeal	Appx001503- Appx001504
7	12/22/2020	Certificate of Service	Appx001505- Appx001506
7	1/14/2021	Order on Plaintiffs' Motion to Stay Execution Pending Appeal	Appx001507- Appx001515
7	2/1/2021	Plaintiffs' Notice of Posting Supersedeas Bond	Appx001516- Appx001519
7	2/1/2021	Notice of Entry of Order on Plaintiff's Motion to Stay Execution Pending Appeal	Appx001520- Appx001530
7	5/26/2021	Register of Actions	Appx001531- Appx001539

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Appendix (Alphabetical Index)

VOL	DATE	DOCKET TEXT/DESCRIPTION	BATES NOS
1	11/21/2016	Affidavit of Service	Appx000019- Appx000022
1	11/21/2016	Affidavit of Service	Appx000023- Appx000026
1	11/21/2016	Affidavit of Service	Appx000027- Appx000030
1	11/21/2016	Affidavit of Service	Appx000031- Appx000034
1	12/1/2016	Affidavit of Service	Appx000035- Appx000038
1	11/15/2016	Amended Complaint	Appx000011- Appx000018
1	2/10/2017	Amended Reply to Counterclaim	Appx000132- Appx000136
1	12/6/2016	Answer and Counterclaim	Appx000039- Appx000053
1	12/7/2016	Certificate of Service	Appx000054 - Appx000055
1	2/6/2017	Certificate of Service	Appx000122- Appx000123
1	2/7/2017	Certificate of Service	Appx000124- Appx000125
4	9/21/2018	Certificate of Service	Appx000702- Appx000703
4	10/30/2018	Certificate of Service	Appx000762- Appx000763
4	3/25/2019	Certificate of Service	Appx000832- Appx000833
6	7/15/2020	Certificate of Service	Appx001333- Appx001334
6	8/12/2020	Certificate of Service	Appx001365- Appx001366
7	8/13/2020	Certificate of Service	Appx001402- Appx001403

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VOL	DATE	DOCKET TEXT/DESCRIPTION	BATES NOS
7	9/11/2020	Certificate of Service	Appx001426- Appx001427
7	11/24/2020	Certificate of Service	Appx001476- Appx001477
7	12/22/2020	Certificate of Service	Appx001505- Appx001506
1	9/27/2016	Complaint	Appx000001- Appx000010
7	12/9/2020	Court Minutes, Motion to Stay	Appx001484- Appx001485
3	9/5/2018	First Supplement to Countermotion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for Attorneys fees	Appx000649- Appx000673
6	8/11/2020	Memorandum for Production of Invoices for Attorney's Fees and Costs	Appx001355- Appx001364
4	10/31/2018	Memorandum of Costs and Disbursements	Appx000764- Appx000779
7	9/30/2020	Minute Order - all Pending Motions	Appx001428- Appx001429
1	2/27/2017	Minutes of 02/27/2017 hearing, Plaintiffs' Motion for Stay Pending Arbitration--Defendants' and Counterclaimants' Opposition to Motion to Stay Pending Arbitration and	Appx000151- Appx000152
3	8/22/2018	Minutes of 8/22/2018 Hearing as to Plaintiff's Reply in Support of Motion to Vacate or Modify Arbitration and Opposition/Motion	Appx000616- Appx000617
4	5/1/2019	Minutes re Motion to Stay Execution on OST, Partial Opposition to Plaintiff's Motion to Stay Execution Pending Appeal (on an Ex	Appx000863- Appx000864
5	1/22/2020	Minutes re Plaintiffs' Motion to Formally Resolve Motion for Reconsideration and to Certify Judgment as Final (on an	Appx001006- Appx001007
6	7/21/2020	Minutes, All Pending Motions	Appx001335- Appx001336

Chan, et al. v. Wu, et al.
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VOL	DATE	DOCKET TEXT/DESCRIPTION	BATES NOS
1	1/13/2017	Motion for Stay Pending Arbitration	Appx000061 - Appx000065
5	6/4/2020	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	Appx001034- Appx001084
1	7/18/2018	Motion to Vacate or Modify Arbitration Award	Appx000160- Appx000464
4	4/22/2019	Notice of Appeal	Appx000860
4	4/24/2019	Notice of Appearance	Appx000861- Appx000862
7	12/22/2020	Notice of Cross Appeal	Appx001503- Appx001504
4	9/18/2018	Notice of Entry of Order	Appx000695- Appx000701
4	3/22/2019	Notice of Entry of Order	Appx000823- Appx000831
7	11/23/2020	Notice of Entry of Order	Appx001465- Appx001475
1	4/3/2017	Notice of Entry of Order Granting Motion to Stay and Denying Motion for summary Judgment	Appx000155- Appx000159
5	3/10/2020	Notice of Entry of Order on Plaintiffs' Motion to formally Resolve Motion for Reconsideration and to Certify Judgment as Final	Appx001023- Appx001030

Chan, et al. v. Wu, et al.
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VOL	DATE	DOCKET TEXT/DESCRIPTION	BATES NOS
4	5/1/2019	Notice of Entry of Order on Plaintiff's Motion to Stay Execution Pending Appeal	Appx000883- Appx000886
7	2/1/2021	Notice of Entry of Order on Plaintiff's Motion to Stay Execution Pending Appeal	Appx001520- Appx001530
6	8/12/2020	Notice of Production of Documents for In Camera Review	Appx001367- Appx001401
1	2/2/2017	Opposition to Motion to Stay Pending Arbitration and Countermotion to Dismiss with Prejudice or in the Alternative for	Appx000066- Appx000121
3	8/6/2018	Opposition to Motion to Vacate or Modify Arbitration Award and Countermotion to Recognize Wu as the Procuring Cause, for	Appx000465- Appx000591
5	1/16/2020	Opposition to Plaintiffs' Motion to Formally Resolve Motion for Reconsideration and to Certify Judgment as Final (on an Application for an Order shortening Time) and Countermotion	Appx000953- Appx001005
3	9/18/2018	Order Denying Motion to Vacate or Modify Arbitration Award	Appx000691- Appx000694
4	3/22/2019	Order Granting Defendants Countermotion for Summary Judgment and Attorney Fees and Costs	Appx000816- Appx000822
7	11/23/2020	Order Granting in Part Defendant's Motion for Summary Judgment, or in the Alternative, for Contractual Award of	Appx001456- Appx001464
1	3/30/2017	Order Granting Motion to Stay and Denying Motion to Dismiss and Motion for Summary Judgment	Appx000153- Appx000154
5	3/10/2020	Order on Plaintiffs' Motion to formally Resolve Motion for Reconsideration and to Certify Judgment as Final and Countermotion for Summary Judgment on Abuse of Process Claim	Appx001018- Appx001022

Chan, et al. v. Wu, et al.
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VOL	DATE	DOCKET TEXT/DESCRIPTION	BATES NOS
4	5/1/2019	Order on Plaintiffs' Motion to Stay Execution Pending Appeal	Appx000881- Appx000882
7	1/14/2021	Order on Plaintiffs' Motion to Stay Execution Pending Appeal	Appx001507- Appx001515
1	2/14/2017	Plaintiff/Counterdefendants Reply to Opposition to Motion to Stay Pending Arbitration and Opposition to	Appx000137- Appx000150
5	4/6/2020	Plaintiff's Amended Notice of Appeal	Appx001031-
7	12/8/2020	Plaintiff's Amended Notice of Appeal	Appx001481- Appx001483
4	1/7/2020	Plaintiffs' Motion to Formally Resolve Motion for Reconsideration and to Certify Judgment as Final (on an Application for an Order Shortening Time)	Appx000892- Appx000952
7	12/8/2020	Plaintiff's Notice of Appeal	Appx001478- Appx001480
4	5/7/2019	Plaintiffs' Notice of Posting Supersedeas Bond	Appx000887- Appx000891
7	2/1/2021	Plaintiffs' Notice of Posting Supersedeas Bond	Appx001516- Appx001519
7	9/9/2020	Plaintiffs' Opposition to Defendants' Memorandum for Production of Invoices for Attorney's Fees and Costs and	Appx001404- Appx001414
5	7/8/2020	Plaintiff's Opposition to Defendant's Motion for summary Judgment, or in the Alternative, for Contractual Award of	Appx001097- Appx001235
4	10/25/2018	Plaintiffs/Counterdefendants Betty Chan and Asia American Realty & Property Management's Supplement to Plaintiffs	Appx000708- Appx000754
7	5/26/2021	Register of Actions	Appx001531- Appx001539
5	6/9/2020	Remittitur	Appx001090

Chan, et al. v. Wu, et al.
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Appendix (Alphabetical Index)

VOL	DATE	DOCKET TEXT/DESCRIPTION	BATES NOS
7	9/20/2020	Reply in Support of Memorandum for Production of Invoices for Attorney's Fees and Costs	Appx001415- Appx001425
6	7/13/2020	Reply in Support of Motion for Summary Judgment, or in the alternative, for Contractual Award of Attorney's Fees, for Writ of	Appx001236- Appx001332
3	8/15/2018	Reply in Support of Motion to Vacate or Modify Arbitration Award and Opposition/Motion to Strike Improper Countermotion	Appx000592- Appx000615
1	12/19/2016	Reply to Counterclaim	Appx000056- Appx000060
4	10/29/2018	Reply to Plaintiff/Counterdefendants Supplement to Plaintiffs Opposition to Defendants/Counterclaimants 91) First supplement to Countermotion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for Attorneys Fees and (2) Supplement to First Supplement to Countermotion	Appx000755- Appx000761
3	9/12/2018	Supplement to First Supplement to Countermotion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for	Appx000674- Appx000690
1	2/7/2017	Supplement to Opposition to Motion to Stay Pending Arbitration and Countermotion to Dismiss with Prejudice or in the Alternative for Summary Judgment	Appx000126- Appx000131
5	6/9/2020	Supreme Court Clerk's Certificate, Judgment Dismissing Appeal	Appx001085- Appx001089
3	8/22/2018	Transcript of Hearing: All Pending Motions	Appx000618- Appx000648
5	1/22/2020	Transcript of Hearing: All Pending Motions	Appx001008- Appx001017
6	7/21/2020	Transcript of Hearing: All Pending Motions	Appx001337- Appx001354
4	10/31/2018	Transcript of Hearing: Defendants and Counterclaimants Wayne Wu, Judith Sullivan, Nevada Real Estate Corp. and Jerrin Chiu's	Appx000780- Appx000815
4	4/17/2019	Transcript of Hearing: Defendants' Motion for Writ of Execution	Appx000834- Appx000859
4	5/1/2019	Transcript of Hearing: Motion to Stay Execution on OST, Partial Opposition to Plaintiff's Motion to Stay Execution Pending	Appx000865- Appx000880
7	11/18/2020	Transcript of Hearing: Order/Case Status	Appx001453- Appx001455
4	10/17/2018	Transcript of Hearing: Plaintiffs' Motion to Extend Briefing on Order Shortening Time and continue Hearing Date	Appx000704- Appx000707

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VOL	DATE	DOCKET TEXT/DESCRIPTION	BATES NOS
7	12/9/2020	Transcript of Hearing: Plaintiffs' Motion to Stay Execution Pending Appeal (on an Ex Parte Application for an Order	Appx001486- Appx001502
5	6/30/2020	Transcript of Hearing: Plaintiff's Motion to Strike or in the Alternative to Extend Briefing and Continue the Hearing On	Appx001091- Appx001096
7	9/30/2020	Transcript of Hearing: Plaintiff's Opposition to Defendant's Memorandum for Production of Invoices for Attorney's Fees and	Appx001430- Appx001452

EXHIBIT 9

EXHIBIT 9

Nevada Bar No. 9807
FRIZELL LAW FIRM
 400 N. Stephanie St., Suite 265
 Henderson, Nevada 89014
 Office (702) 657-6000
 Facsimile (702) 657-0065

Electronically Filed
Dec 16 2019 10:33 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Clerk of Supreme Court

SUPREME COURT CASE NO. 78666

District Court Case No. A-16-744109-C

Eighth Judicial District Court
(Hon. Eric Johnson)

§

Plaintiffs-Appellants BETTY CHAN (“Chan”) and ASIAN AMERICAN REALTY & PROPERTY MANAGEMENT (“Asian American” or “Asian Am.”) now file this, Plaintiffs-Appellants’ Response to Order to Show Cause—and—Alternative Request for Leave and Additional Time to Cure Any Jurisdictional

1 Defendant by Stipulation, Motion, or Order in the District Court. In this
2 connection, Plaintiffs-Appellants would respectfully show the Court as follows:

3 **I. Summary of the Response and Alternative Request**

4
5 The subject motion Plaintiff filed in the District Court was, in form and
6 substance, nothing more than a request for an extension of time to file a tolling
7 motion; however, such time extensions were not allowed. Therefore, the deadline to
8 appeal was not tolled, this appeal was not prematurely taken, and it should not be
9 dismissed.
10

11 All the same, to resolve the potential jurisdictional defect identified in this
12 Court's Order to Show Cause, Plaintiffs' counsel has conferred with Defendants-
13 Respondents' attorney in an attempt to cure by stipulation. Thus far, Defendants'
14 attorney has taken the position that the appeal is premature; however, to be fair, it
15 appears that Defendants' attorney is still considering the matter. Thus, Plaintiffs
16 alternatively seek additional time to cure any jurisdictional defect by stipulation,
17 motion, or order in the District Court.
18
19
20

21 **II. Background**

- 22 1. On March 22, 2019, the District Court entered its Order Granting
23 Defendants Countermotion for Summary Judgment and Attorneys
24 Fees and Costs. The notice of entry of that order was served and filed
25 the same day. (See attached *Exhibit 1* [hereinafter "Summary
26 Judgment Order" or "MSJ Ord."]).
27
28

1 2. Prior to retaining new counsel,¹ on April 1, 2019, Plaintiffs filed their
2 Motion to Vacate Entry of Order or Motion for Extension of Time to
3 File Reconsideration to the Entry of Order Granting Defendants'
4 Countermotion for Summary Judgment and Attorney Fees and Costs.
5 (See attached **Exhibit 2** [hereinafter "Motion to Vacate/Extend Time"
6 or "Mot. Vac./Extend Time"]).

7
8
9 3. Also on April 1, 2019, the District Court entered a Minute Order on a
10 separate motion. In the Minute Order, the District Court explained:
11 "[T]he Court finds that there is nothing pending in this litigation. The
12 Court has granted Summary Judgment in favor of Defendants and
13 dealt with all claims pending in this litigation." (See attached **Exhibit**
14 **3** [hereinafter "Minute Order" or "Min. Ord."]).

15
16
17 4. Later, still without new counsel, on April 22, 2019, Plaintiffs filed
18 their Notice of Appeal and Case Appeal Statement.

19
20 5. On November 14, 2019, this Court recently entered an Order to Show
21 Cause ("Order to Show Cause" or "OSC"), in which it directed
22 Plaintiffs-Appellants "to show cause why this appeal should not be
23 dismissed for lack of jurisdiction."
24

25 ///

26
27 ¹ Plaintiffs' previous counsel withdrew on March 21, 2019. (See Order Granting
28 Motion to Withdraw as Counsel of Record (filed with separate notice of entry on
 Mar. 21, 2019)).

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1 for new trial); NRCP 59(e) (motion to alter or amend judgment). The 28-day
2 deadline may not be extended. *See* NRCP 6(b)(2), 50(b), 52(b), 59(f).

3 In their *pro se* Motion to Reconsider, Plaintiffs sought only an extension of
4 time to find a new attorney who could review the District Court's Summary
5 Judgment Order and then file an actual motion for reconsideration. (Mot.
6 Reconsider ¶ 4, at p.2). Plaintiffs requested two alternative means to achieve this
7 end: (1) vacate the Summary Judgment Order for one month or (2) extend the time
8 to file a motion for reconsideration. (*Id.*). Here are Plaintiffs' exact words:
9
10

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

17 (*Id.*) (emphases added).
18

19 It is clear that, in substance and form, Plaintiffs' so-called Motion to
20 Vacate/Extend Time as nothing more than a request an extension of time to file a
21 tolling motion (motion for reconsideration). (*Id.*). Nevertheless, as shown above, no
22 such time extensions are allowed. *See* NRCP 6(b)(2), 50(b), 52(b), 59(f). Plaintiffs'
23 Motion to Vacate/Extend Time did not address the merits of the Summary
24 Judgment Order. Subsequently, Plaintiffs never filed any motion for
25 reconsideration or other tolling motion. Hence, Plaintiffs' Motion to Vacate/Extend
26
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1 Time did not toll the deadline to appeal, Plaintiffs' Notice of Appeal was not
2 premature, and this appeal should not be dismissed.

3 ***B. Alternatively, Plaintiffs Seek Additional Time to Cure Any***
4 ***Jurisdictional Defect by Stipulation, Motion, or Order.***

5 This Court may allow Plaintiffs additional time to cure any jurisdictional
6 defects. "A premature notice of appeal does not divest the district court of
7 jurisdiction.... If ... a written order or judgment, or a written disposition of the last-
8 remaining timely motion listed in Rule 4(a)(4), is entered before dismissal of the
9 premature appeal, the notice of appeal shall be considered filed on the date of and
10 after entry of the order, judgment or written disposition of the last-remaining timely
11 motion." NRAP 4(a)(6).
12
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15 The appeal was taken as a an "order[] confirming or denying confirmation of
16 an [arbitration] award," NRS 38.247(1)(c), and as a "final judgment entered
17 pursuant to [the Uniform Arbitration Act of 2000]," NRS 38.247(1)(f); *see also*
18 NRAP 3A(b)(1). (*See* Docketing Statement Civil Appeals (filed Jun. 3, 2019)).
19 Moreover, as explained by the District Court: "The Court has granted Summary
20 Judgment in favor of Defendants and dealt with all claims pending in this
21 litigation." (Min. Ord.).
22
23

24 To resolve the potential jurisdictional defect identified in this Court's Order
25 to Show Cause, Plaintiffs' counsel has conferred with Defendants-Respondents'
26 attorney in an attempt to cure by stipulation. (*See* emails between counsel (Nov.
27 20, 2019 to Dec. 16, 2019) [attached hereto as ***Exhibit 4***]). Thus far, Defendants'
28

1 attorney has taken the position that the Summary Judgment Order is not
2 appealable; however, to be fair, it appears that Defendants' attorney is still
3 considering the matter. (*See id.*)
4

5 In the event the Court determines that there is an actual jurisdictional defect,
6 Plaintiffs are hereby requesting an additional 60 days (due to the holidays) to cure
7 it by stipulation, motion, or order in the District Court. Plaintiff thus seek leave to
8 that end.
9

10 **IV. Request for Relief**

11 WHEREFORE, Plaintiffs-Appellants BETTY CHAN ("Chan") and ASIAN
12 AMERICAN REALTY & PROPERTY MANAGEMENT ("Asian American" or
13 "Asian Am.") hereby request this Court as follows:
14

15 A. not to dismiss this appeal;
16

17 B. alternatively, to grant Plaintiffs-Appellants' Request for Leave and
18 Additional Time to Cure Any Jurisdictional Defendant by Stipulation,
19 Motion, or Order in the District Court, and allow them an additional
20 60 days (due to the holidays) to that end; and
21

22 ///

23 ///

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
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1 C. to grant Plaintiffs-Appellants all such other and further relief to which
2 they may justly deserve at law or in equity.

3 DATED: December 16, 2019.

4
5 Respectfully submitted,

6 **FRIZELL LAW FIRM**
7 400 N. Stephanie St., Suite 265
8 Henderson, Nevada 89014
9 Telephone (702) 657-6000
Facsimile (702) 657-0065

10 By: /s/ R. Duane Frizell
11 **R. DUANE FRIZELL, ESQ.**
12 Nevada Bar. No 9807
13 DFrizell@FrizellLaw.com
14 *Attorney for Plaintiffs-Appellants*

CERTIFICATE OF SERVICE

I hereby certify pursuant to NRAP 25(c), that on December 16, 2019, I served a true and correct copy of the forgoing ***PLAINTIFFS-APPELLANTS' RESPONSE TO ORDER TO SHOW CAUSE—AND—ALTERNATIVE REQUEST FOR LEAVE AND ADDITIONAL TIME TO CURE ANY JURISDICTIONAL DEFENDANT BY STIPULATION, MOTION, OR ORDER IN THE DISTRICT COURT***, together with any and all exhibits and attachments, via the Supreme Court's Electronic Filing System to the following:

MICHAEL A. OLSEN, ESQ.
Nevada State Bar No. 6076
THOMAS R. GROVER, ESQ.
Nevada State Bar No. 12387
KEITH D. ROTSONG, ESQ.
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Wayne Wu, Judith Sullivan, Nevada
Real Estate Corp., and Jerrin Chiu

/s/ R. Duane Frizell
R. DUANE FRIZELL, ESQ.
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DFrizell@FrizellLaw.com
Attorney for Plaintiffs-Appellants

EXHIBIT 10

EXHIBIT 10

Duane Frizell

From: Duane Frizell
Sent: Monday, December 16, 2019 9:52 PM
To: Mike Olsen
Subject: RE: Chan v. Wu, et al.
Attachments: 2019-04-01 Minute Order.pdf

Hey Mike:

Here's an easier read: They Court's April 1, 2019 Minute Order (attached). In the Minute Order, the District Court explained: "Further, the Court finds that there is nothing pending in this litigation. The Court has granted Summary Judgment in favor of Defendants and dealt with all claims pending in this litigation."

Let me know.

--Duane



R. Duane Frizell

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From: Mike Olsen <Mike@blackrocklawyers.com>
Sent: Thursday, December 5, 2019 10:40 AM
To: Duane Frizell <dfrizell@frizelllaw.com>
Subject: RE: Chan v. Wu, et al.

Duane:

Since you have reviewed this much more recently than I have, could you please send me the transcript indicating a ruling on my client's counterclaims? I do not recall the judge addressing our counterclaims at all.

Mike

Michael A. Olsen, Esq.



Michael A. Olsen
Managing Partner
10155 West Twain Avenue, Suite 100
Las Vegas, NV 89147
T: 702.855.5658
F: 702.869.8243

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From: Duane Frizell [<mailto:dfrizell@frizelllaw.com>]
Sent: Wednesday, December 04, 2019 4:35 PM
To: Mike Olsen <Mike@blackrocklawyers.com>
Subject: RE: Chan v. Wu, et al.

Mike:

Hope you had a fantastic Thanksgiving.

So, I just want to make sure I understand – you are taking the position that the Court’s Order on your MSJ does not resolve the counterclaims? Because, as I read the briefing and transcripts for the hearings on the MSJ, it looks to me that the Court was rendering a final order as to all claims between Plaintiff and your clients. Please let me know.

--Duane



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From: Mike Olsen <Mike@blackrocklawyers.com>
Sent: Monday, November 25, 2019 5:48 PM
To: Duane Frizell <dfrizell@frizelllaw.com>
Subject: RE: Chan v. Wu, et al.

Duane:

Assuming a remand (which looks inevitable) my clients want me to go ahead and file an MSJ on our counterclaims. That should clear up any remaining issues and make the judgment final. There really are no issues of material fact with regard to my claims.

Mike

Michael A. Olsen, Esq.



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From: Duane Frizell [<mailto:dfrizell@frizelllaw.com>]
Sent: Wednesday, November 20, 2019 6:08 PM
To: Mike Olsen <Mike@blackrocklawyers.com>
Subject: Chan v. Wu, et al.
Importance: High

Senor Olsen:

Que pasa?

I'm sure you've seen the S Ct's OSC. Pretty standard. (As you may recall, I did not file the notice of appeal.)

Without any authority, I am just floating an idea here: Would you be willing to stipulate that (1) the tolling motion is denied and (2) the judgment is certified as final as to your clients. I would think that you would want to reach finality on all that. So, I presuming that you would be fine with the idea, but what do I know? Obviously, my client would have to approve too.

Just let me know.

Thanks.

--Duane



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Exhibit 11

Exhibit 11

1 Again relying on her overly narrow focus on procuring cause, Chan claims that “the
2 Award manifestly disregards the law . . . because it . . . makes an implicit finding that cannot
3 exist: more than one procuring cause.”⁷⁰ Chan fails to demonstrate that the Award actually relies
4 on the implication that she urges be deduced based on her post hoc simplification of the
5 arbitration proceedings. As the procuring cause, the GLVAR awarded the majority (75%) of the
6 \$13,795.32 to Wu, but also exercised its authority under the Arbitration Manual to split the
7 Award and provide Chan with the nominal remainder.

8 And the GLVAR’s decision to do so is not subject to review where, as is this case here,
9 nothing has been done to meet the burden of proving by clear and convincing evidence that the
10 GLVAR was attempting to flaunt and openly disregard legal authority. Although Chan insists
11 that the GLVAR can be implied to have misinterpreted the law, mere misinterpretations of the
12 law do not constitute manifest disregard for the law for purposes of overturning the Award. As
13 such the Award must be confirmed.

14 **II. COUNTERMOTION FOR SUMMARY JUDGMENT**

15 Chan, a member of the GLVAR, was required to “submit the dispute to arbitration in
16 accordance with the polices of the [GLVAR] rather than litigate the matter.” Not only was Chan
17 required to submit to arbitration rather than litigate this matter before the District Court, such
18 arbitration was binding. By filing her Complaint with this Court, Chan deliberately violated
19 Local, State, and National codes of ethics. Chan ignored the mandate to arbitrate the matter
20 before the GLVAR, wasting both this Court’s time and resources. Not only did Chan waste this
21 Court’s resources and time, but Chan has also filed this matter before the Court to harass and
22 unnecessarily drive up Defendants’ cost of defense.

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⁷⁰ Motion to Vacate, at 12:3–4.

1 A party is entitled to summary judgment when there are no genuine issues of material
2 fact in dispute and the moving party is entitled to summary judgment as a matter of law.⁷¹ In
3 Wood v. Safeway, Inc., 121 P.3d 1026 (2005), the Nevada Supreme Court stated that a factual
4 dispute is “genuine” when the evidence is such that a rational trier of fact could return a verdict
5 for the nonmoving party.⁷² Once the moving party has shown that there is no genuine dispute as
6 to material facts, the burden shifts to the nonmoving party to set forth specific facts
7 demonstrating the existence of a genuine issue for trial or have summary judgment entered
8 against that party.⁷³ In meeting this burden, the nonmoving party, “is not entitled to build a case
9 on the gossamer threads of whimsy, speculation and conjecture.”⁷⁴

10 The Award represents the final, binding resolution of the entire real estate dispute
11 between the parties in this matter. The Award necessarily precludes any additional review of this
12 case except under NRS 38.241 or the two common law grounds. Because Chan has failed to
13 justify any relief under any of these standards, the Award must stand. And since no material facts
14 are or can be disputed in light of the Award, summary judgment should be granted in favor of
15 Defendants and against Plaintiff.

16 **III. COUNTERMOTION THAT FEES BE AWARDED AGAINST CHAN PURSUANT**
17 **TO EDCR 7.60(B) AND THE AGREEMENT TO ARBITRATE**

18 Defendants request that the Court award its attorneys’ fees related to this litigation.
19 EDCR 7.60(b) allows the Court to “impose upon an attorney or a party any and all sanctions
20 which may, under the facts of the case, be reasonable, including the imposition of fines, costs or
21 attorney's fees when an attorney or a party without just cause” “[p]resents to the court a motion
22
23

24 ⁷¹ NRCP 56.

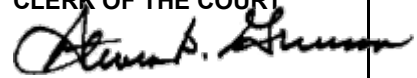
25 ⁷² See also NRCP 56.

⁷³ NGA #2, LLC v. Rains, 113 Nev. 1151, 1156, 946 P.2d 163, 166 (1997).

⁷⁴ Collins v. Union Federal Savings and Loan Association, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983) (citations omitted).

Exhibit 12

Exhibit 12



TRAN

EIGHTH JUDICIAL DISTRICT COURT
CIVIL/CRIMINAL DIVISION
CLARK COUNTY, NEVADA

BETTY CHAN, et al,

Plaintiffs,

vs.

WAYNE WU, et al,

Defendants.

CASE NO. A-16-744109

DEPT. NO. XX

BEFORE THE HONORABLE ERIC JOHNSON, DISTRICT COURT JUDGE

WEDNESDAY, OCTOBER 31, 2018

TRANSCRIPT RE:

DEFENDANTS AND COUNTERCLAIMANTS WAYNE WU, JUDITH SULLIVAN,
NEVADA REAL ESTATE CORP. AND JERRIN CHIU'S OPPOSITION TO
MOTION TO VACATE OR MODIFY ARBITRATION AWARD AND
COUNTERMOTION TO RECOGNIZE WU AS THE PROCURING CAUSE,
FOR SUMMARY JUDGMENT AND FOR ATTORNEY FEES

APPEARANCES:

For the Plaintiffs:

JANIECE S. MARSHALL, ESQ.

For the Defendants:

MICHAEL A. OLSEN, ESQ.

ALSO PRESENT:

BETTY CHAN

RECORDED BY: Angie Calvillo, Court Recorder

6 Appx 001179

1 LAS VEGAS, NEVADA, WEDNESDAY, OCTOBER 31, 2018, 10:55 A.M.

2 * * * * *

3 THE COURT: All right. Betty Chan versus Wayne Wu. Case Number
4 A744109. Counsel, please note your appearances for the record.

5 MS. MARSHALL: Good morning, Your Honor. Janice Marshall on behalf
6 of the plaintiffs, Betty Chan and Asian American Realty.

7 MR. OLSEN: Good morning, Your Honor. Michael Olsen on behalf of the
8 defendants, Wayne Wu, Judith Sullivan, Nevada Real Estate Corp. and Jerrin Chiu.

9 THE COURT: All right. We're here in regard to -- I take it in large part
10 the issue as to the arbitration award, and I think we did supplemental briefing on the
11 issue as far as whether there can be more than one prevailing cause to a real estate
12 sale. And so I've gone back through the documents and the exhibits and in looking
13 at this it looks like the case was stayed to take this to arbitration, which the plaintiff
14 indicated at the time of the motion for stay was mandatory under the ethics rules
15 for realtors. And I didn't read anything in the motion or anything in the order of the
16 court that it was just being sent to the arbitration panel solely to make a decision as
17 to whether or not -- who was the prevailing or the procuring agent. It was essentially
18 referred to the arbitration panel for it to make a decision. And the issue in the court
19 was obviously the procuring agent issue, but I mean, there wasn't anything as to the
20 panel just makes this decision and that's it.

21 So it goes to the panel, a binding arbitration agreement is entered into,
22 which essentially gives the panel the authority to make a decision, and at the end of
23 the day plaintiff contends she was the first one to take the purchaser to the house
24 and the defendant contends that he -- that the plaintiff abandoned the sales efforts

1 and that he then took that over and completed the sale. And it appears that the
2 arbitration panel believed the defendant and found that there was an abandonment,
3 but somehow in the end decided out of -- whether a sense of fairness or whatever
4 to give some money to the plaintiff. But, you know, looking at the documentation,
5 you know, and I appreciate each side has their own read on it, but what I'm doing
6 here is determining whether the panel was arbitrary and capricious in terms of
7 its evaluation of the underlying evidence and I don't see that it is arbitrary and
8 capricious in its evaluation. There was certainly evidence there that the panel
9 could find that the plaintiff abandoned the sales effort and that Wu then stepped in
10 to become the prevailing party.

11 So I'll tell you right now I'm not generally inclined to reverse or modify
12 the arbitration award in this case.

13 MS. MARSHALL: Your Honor --

14 THE COURT: So I'll let you have a chance to talk about it. I'm letting you
15 know where I'm generally thinking at this point in time. And then, you know, if I'm
16 not modifying that, then what's left of the suit at this point in time?

17 MR. OLSEN: So, Your Honor, I'll jump in real quick. You've done a great
18 job of summarizing where we were at the last hearing. You already entered an
19 order on September the 18th denying their motion to vacate or modify the award.
20 The procuring cause issue was argued extensively at the last hearing and you
21 determined that the arbitration panel did not in any way exceed their authority.
22 Looking at that order, what happened is after you determined that there would be no
23 -- you were going to deny the motion to vacate or modify the award, I then inquired
24 about our countermotion for summary judgment of this case --

1 given an open extension by the plaintiff to answer the complaint. They haven't even
2 answered the complaint.

3 Your Honor, let me -- you have to ask yourself why are we here in
4 district court. Why are we here? Why has Ms. Chan gone through four counsel to
5 push this case forward? What's the real motive? Well, we don't have to wonder
6 because if you go to Exhibit C to our supplement, here is an email from Ms. Chan
7 to KB Homes and here's what it says. This is dated February 5th, 2016. "Honestly,
8 from day one I met you, my focus is not on the commission." So she admits this
9 is not about the commission. "I felt insulted and humiliated. Another agent dared
10 challenge me and he really do not know who I am. I have been really sad more
11 than I am angry. Last night I read many court cases. Even though my card was
12 disappeared" -- so she admits no one can find the card that she claims she filled out
13 -- "it won't hurt me winning. I like to teach them a lesson." So if you're wondering
14 why she filed a civil case naming everybody and it's not about commission, it's to
15 teach a lesson. You've got two Mandarin Chinese speaking agents working in the
16 same market in real estate and she doesn't want someone playing in her sandbox.
17 That's what this case is really about, Your Honor. It's not about the commission,
18 it's about her fighting it.

19 Now let's go on. "Life is not about money. So happen I do have a few
20 hundred thousand in hand that I can use. If they are willing to go along with me to
21 spend equal amount of money, then I will be very happy to play their game. I got my
22 direction last night, so I felt peaceful now. All I need KB to understand, I don't hate
23 KB for this and I need them to work with me on my plan. Jana," -- who works for
24 KB Homes -- "I don't blame you, either, and take care of yourself."

1 So why are we here in civil court in a case that should have gone to
2 binding arbitration? And now my client has run up tens of thousands of dollars worth
3 of fees. What -- you asked, Your Honor, what remains of the case? I'll tell you what
4 remains. A breach of contract claim against KB Homes. That's it. There's nothing
5 against my clients that remains. That's why summary judgment is proper. They can't
6 point to a single genuine issue of material fact based on that amended complaint
7 that applies to my clients. The unjust enrichment claim fails because it was resolved
8 by the binding arbitration. The declaratory relief claim is done because it was
9 determined by the binding arbitration.

10 Now let's talk about costs quickly. In the event that the Court agrees
11 with me and determines that there's no remaining in this civil case that should never
12 have been filed in the first place, costs are mandatory for the prevailing party under
13 NRS 18.020(3), and that's been confirmed by the supreme court in the Design
14 Construction Corporation case.

15 As for fees, there's three grounds that I believe the Court could rely
16 on to award our fees in this case. First of all, EDCR 7.60. EDCR 7.60 says that
17 the Court can impose upon an attorney or a party any and all sanctions which may
18 under the facts of the case be reasonable, including the imposition of fines, costs or
19 attorney's fees, when an attorney or a party without just cause presents to the Court
20 a motion or an opposition to a motion which is obviously frivolous, unnecessary
21 or unwarranted, or so multiplies the proceedings in a case as to increase costs
22 unreasonably and vexatiously. I think this is the definition of vexatious litigation.
23 Again, I've given you two reasons. One, she's contractually and ethically bound to
24 resolve this matter through binding arbitration. And two, she has stated in her own

1 words in her email what her real motive is here. It's to run up the costs of litigation.
2 She's got several hundred thousand dollars to spend to teach a lesson. I think 7.60
3 would apply.

4 The second grounds that the Court could rely on is NRS 18. And I
5 apologize, Your Honor, in our briefing I've got to make a correction. In our briefing
6 we quoted .0102 (c) and that would not apply. That's the twenty thousand dollar --
7 you have to be the party seeking damages. That does not apply. However,
8 NRS 18.0102 (b) applies when you have a defense or claim maintained without
9 reasonable ground or to harass the prevailing party. Again, same two reasons I just
10 gave you.

11 And then the third grounds, Your Honor, is we filed a counterclaim for
12 abuse of process. And, Your Honor, the standard under abuse of process, as this
13 Court is probably aware also, is this. I'm reading from the LaMantia v. Redisi case,
14 118 Nev. 27; 38 P. 3d 877: "This Court has previously explained that the elements of
15 an abuse of process claim are, one, an ulterior purpose by the defendants other than
16 resolving a legal dispute." Well, it's not about the commission, this is about teaching
17 a lesson. "And two, a willful act in the use of the legal process not proper in the
18 regular conduct of the proceeding." Filing a lawsuit when you've signed a contractual
19 and ethical obligation that says you will arbitrate rather than litigate.

20 So, Your Honor, my clients are here today having run up \$50,000 in
21 attorney's fees and costs just in this litigation. We culled out all of our attorney's
22 fees and costs related to the arbitration, so there's no attorney's fees and costs in
23 there related to preparation or attending the arbitration. Those are fees incurred
24 fighting this with the procedures and the pleading practice that took place before the

1 arbitration and after the arbitration. So we're asking for summary judgment because
2 there's no claims remaining that have not been resolved by the arbitration award,
3 and we're asking for our costs as mandatory as the prevailing party, not in the
4 arbitration, Your Honor. To be clear, I'm not talking about who is the prevailing party
5 in the arbitration.

6 THE COURT: I know. Let me --

7 MR. OLSEN: I'm talking about who is the prevailing party in this case.

8 THE COURT: Let me stop you. I don't have a copy of the complaint in
9 front of me, but the only thing that sort of caught my ear from the plaintiff's side in
10 reference to your client is the concept of interference with contracts. Is that part of
11 the complaint? And then secondly, is that something you would say was resolved
12 by the arbitration award?

13 MR. OLSEN: So, Your Honor, I do have the complaint here, I believe, and
14 I've taken several close looks at it and it did not have an intentional interference
15 claim, to my recollection.

16 MS. MARSHALL: I didn't say intentional interference, counsel, I said unjust
17 enrichment. I do have a copy of the complaint, Your Honor.

18 THE COURT: Well, I thought you did say interference with contract.

19 MS. MARSHALL: No, I said that they -- I said that the cause of action was
20 unjust enrichment --

21 THE COURT: Okay.

22 MS. MARSHALL: -- because Mr. Wu and Mr. Chiu conspired against Mrs.
23 Chan to deprive her of the commission. And that has always been an allegation that
24 Ms. Chan has alleged, that they went behind her back and Mr. Chiu --

1 submit to binding arbitration and get a second bite at the apple and they shouldn't
2 be allowed to do that.

3 And you're right, Your Honor, the contract she signed does say that
4 if we have to fight to enforce the arbitration award, we are absolutely entitled to our
5 fees for that. And I will point out that just last week the GLVAR wanted to release the
6 funds to us. They said, look, we've read the order. We know a motion to reconsider
7 time has passed. We know that an appeal time on that order has passed. We're
8 ready to distribute funds. So I sent an email and said please distribute. Counsel
9 sent an email saying, no, no, this fight is still on-going, don't distribute those funds.
10 So we're still fighting to get release of the funds, and I would need that in any order,
11 Your Honor, that those funds can be released immediately.

12 THE COURT: Well, all right. I'm going to grant -- as I said, I'm reaffirming
13 that the -- I'm not reversing the arbitration award. I do believe the arbitration award
14 resolves things as to declaratory relief and as to unjust enrichment and the
15 agreement was binding. So I'm granting the motion for summary judgment as to the
16 defendants Wu, Sullivan, Nevada Real Estate Corp. and Chiu. It obviously doesn't
17 impact upon KB Homes. If you're going to move on KB Homes, though, you're going
18 to need to get something going in court because if you've agreed that they can wait
19 on their answer, we're going to need to move on with that litigation.

20 You know, obviously costs are provided by statute. I'm going to have
21 to take under advisement the issue of attorney's fees. I want to take a closer look
22 at that in terms of whether or not this was reasonable or vexatious and at what
23 point that should hit. Also, I need to look at the contract on the arbitration which
24 does provide for attorney's fees and enforcing it. So I'm going to take that under

1 advisement. Have you given me all your attorney's fees?

2 MR. OLSEN: Yes, Your Honor, you have full invoices and statements.

3 THE COURT: Okay. All right.

4 MR. OLSEN: And, Your Honor, we also submitted an updated memorandum
5 of costs this morning, so.

6 THE COURT: Okay. You know, I'm not going to -- you know, they obviously
7 have a right to appeal this, so I'm not going to issue any orders to the real estate
8 panel to release the funds. Although -- now, has time passed on the --

9 MR. OLSEN: It has. That's what I was saying. That order -- they're beyond
10 the 30 days.

11 THE COURT: Do you disagree that the time has passed on an order?

12 MS. MARSHALL: The right to appeal it has, Your Honor. However, the
13 real estate award actually says if there are further legal proceedings, which this is
14 still a legal proceeding relating to that.

15 MR. OLSEN: But not involving my clients.

16 THE COURT: Well, I mean, you can put in there that I -- you know, but
17 yeah, it's not as to your clients, it would be as to KB Homes.

18 MR. OLSEN: Yeah.

19 THE COURT: So go ahead and put in a term there. You can -- make sure
20 you indicate your opposition to that and I'll take a look at it and see if I'm comfortable
21 with it.

22 MR. OLSEN: Okay.

23 MS. MARSHALL: Thank you, Your Honor.

24 THE COURT: All right.

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MR. OLSEN: Thank you, Your Honor.

THE COURT: And then you will do an order with detailed findings of fact
and conclusions of law.

MR. OLSEN: I will.

THE COURT: All right. Okay.

MR. OLSEN: Thank you.

THE COURT: Thank you, everybody.

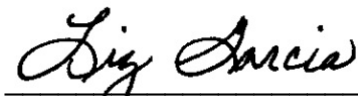
Ms. Marshall, you gave me a document. Do you want this back?

MS. MARSHALL: Oh. Thank you.

(PROCEEDINGS CONCLUDED AT 11:58 A.M.)

* * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the
audio/video proceedings in the above-entitled case to the best of my ability.



Liz Garcia, Transcriber
LGM Transcription Service

Exhibit 13

Exhibit 13

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Attorneys for Plaintiff/
Counterdefendant, Betty Chan
and Asian American Realty &
Property Management

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
REAL ESTATE CORP., JERRIN CHIU, KB
HOME SALES - NEVADA INC., DOES I
through X, and ROES I through X,

Defendants.

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

Counterclaimants,

vs.

BETTY CHAN and ASIAN AMERICAN
REALTY & PROPERTY MANAGEMENT,

Counterdefendant.

**DECLARATION OF BETTY CHAN IN SUPPORT OF REPLY TO OPPOSITION TO
MOTION TO STAY PENDING ARBITRATION AND OPPOSITION TO
COUNTERMOTION TO DISMISS WITH PREJUDICE OR IN THE ALTERNATIVE
FOR SUMMARY JUDGMENT**

Betty Chan declares as follows:

1. This Declaration is made in support of Plaintiffs' Reply to Opposition to Motion to Stay Pending Arbitration and Plaintiffs' Opposition to Countermotion to Dismiss with Prejudice or in the Alternative for Summary Judgment.

2. I am the broker of record for Asian American Realty & Property Management.

1 3. I worked as the real estate agent for Defendant Jerrin Chiu ("Defendant Chiu") on
2 the purchase of his first home in 2013.

3 4. In 2014, Defendant Chiu again requested my assistance in purchasing a second
4 home.

5 5. In 2014, I showed some homes to Defendant Chiu but he did not find anything he
6 wanted to purchase.

7 6. In March 2015, I showed houses again and Defendant Chiu made an offer on a
8 home in Desert Shores; Defendant Chiu determined again not to purchase the home.

9 7. On or about October 2, 2015, Dr. Kwang Chiu contacted me to make an
10 appointment for him and his son, Defendant Chiu, to see homes in December 2015.

11 8. I agreed to represent Defendant Chiu as the buyer.

12 9. I requested updated financial information for Defendant Chiu's loan pre-approval.

13 10. On or about November 11, 2015, Defendant Chiu emailed Me regarding his
14 intention to purchase a house and listed out the criteria.

15 11. On or about November 28, 2015, Defendant Chiu emailed Me concerning the
16 location of a particular house he wanted to see.

17 12. On or about November 29, 2015, I responded concerning the viewing of the
18 particular house.

19 13. On or about December 29, 2015, I prepared for the showing of homes to the Chiu
20 family by pulling listings around Boca Park area.

21 14. Five resale homes were targeted to fit Defendant Chiu's criteria and I contacted
22 the listing agents for the resale homes to set appointments.

23 15. I included the model homes in both a Toll Brothers development and a KB Home
24 development that I had previously viewed.

25 16. I checked the status of the listings, printed the information and arranged a route
26 for the efficient showing of the properties.

27 17. On or about December 30, 2015, I picked up the Chiu family and showed the
28 resale homes, the Toll Brother models and the KB Homes models.

1 18. KB Homes offered to compensate brokers for bringing buyers to KB Home
2 Developments at Buyer's first visit.

3 19. At the front office of KB Homes, I spoke to Cheryl and picked up a price sheet.

4 20. I then showed the model homes to the Chiu family and Defendant Chiu liked the
5 first and second model homes.

6 21. Back at the KB Homes model home office, I requested a floor plan and explained
7 the buying process for a new home including the standards, elevations, prices, location of the
8 site, etc. to the Chiu family.

9 22. I located a buyer registration card and Defendant Chiu filled in the buyer portion
10 and I filled in the realtor portion.

11 23. No KB Homes representative was to be found so I left the registration card on the
12 table in the KB Home front office to hurry to get the Chiu family to the next appointment.

13 24. I emailed Dr. Kwang Chiu the four resale listings that were viewed.

14 25. On or about December 31, 2015, Dr. Kwang Chiu called me and asked if I could
15 "kick back 1% of the commission" like the other agent offered him.

16 26. I said I can offer a reduction of ¼% and Dr. Kwang Chiu said he would call me
17 back and tell me which property Defendant Chiu wanted to buy.

18 27. On or about January 5, 2016, I followed up with Defendant Chiu about the KB
19 Home properties.

20 28. Defendant Chiu did not respond.

21 29. Contrary to Defendant Chiu's statements, he did not try to contact me several
22 times.

23 30. On or about January 15, 2016, Defendant Chiu admitted that he was using another
24 agent.

25 31. On or about January 22, 2016, I went to the KB Homes office and learned that
26 Defendant Chiu had indeed signed a contract on the property I had shown him with another agent
27 on January 8, 2016.
28

10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

Dated this 14th day of February, 2017.

Betty Chan

Exhibit 14

Exhibit 14

SUPPLEMENTAL DECLARATION OF BETTY CHAN

1
2 1. I make this declaration in support of my motion to vacate or modify the GLVAR
3 arbitration award and in opposition to the "counter-motion" for summary judgment and for fees
4 filed by Defendants. I have personal knowledge of the facts stated here and am competent to
5 testify.
6

7 2. On January 3, 2016, I received a telephone message from Defendant Jerrin Chiu's
8 father. His father was assisting him in looking for a new home, although Jerrin was my client.
9 That one message is the only message either of them left for me since we were together
10 December 30, 2015 for the home viewings. I was not allowed to play the message for the
11 arbitration panel but I was allowed to state what the message was:
12

13 "Hello betty, yeah, its Dr. Chiu. Today is Sunday, January 3rd, right now it's about 12
14 noon. Uh ... I know you probably on vacation, when you get this message please give me a call.
15 Ok, Thanks."

16 3. The message was not in any way indicated in tone or content any urgent need to
17 speak to me. There was no expression of annoyance or exasperation as you would expect if he
18 or Mr. Chiu were really calling me many times but were unable to reach me. I believe if
19 allowed to conduct discovery in the litigation, the deposition of Mr. Chiu's father would
20 demonstrate that the claim that I was unresponsive or abandoned them was simply not true,
21 particularly when confronted with his voicemail message and the lack of any documents showing
22 efforts to call me beyond the December 31, 2015 conversation about asking me for a commission
23 kick-back and the January 3, 2016 message. This would show that the excuse offered by Chiu
24 for going to Wu was false and support a finding that I was the procuring cause, not Mr. Wu.
25

26 4. It is interesting that Mr. Chiu and Mr. Wu suggest that Mr. Wu was instrumental
27
28

1 in helping Mr. Chiu choose a lot. KB homes was not a party to the arbitration so I was not able
2 to ask them questions or obtain documents. When we visited the development, it appeared in the
3 sales office that there were only two lots available for "plan 2" (which Mr. Chiu bought). There
4 were other lots available for other plans, but only those two for "plan 2." However (and I
5 testified to this) I investigated later and asked the owner of the other lot (designated for "plan 2")
6 that Mr. Chiu and Mr. Wu said they "decided against" in favor of the one supposedly Wu
7 recommended. The owner informed me that he had signed the purchase contract for the lot in
8 late December, 2015, so the only lot for "plan 2" that was actually ever available was the one
9 Mr. Chiu purchased. So what Mr. Wu claims was his major contribution, selecting the lot, was
10 nothing because the only other lot available for the "plan 2" Mr. Chiu wanted had already been
11 sold. If allowed to do discovery, I believe KB records would show that there was no "lot"
12 decision to be made. I also believe the deposition of Chiu and Wu, as well as getting their email
13 and other records, would show that I was the procuring cause and this was all an effort to get a
14 kickback and/or give a commission to a friend over me.
15

16
17 5. While they have claimed that Mr. Wu was helpful in the sale, it does not matter. I
18 am aware, as is Mr. Wu, that KB Homes only pays a cooperating commission to the first agent to
19 bring the client to the development (and it must be the client's first visit). This is clear by the
20 contract Wu, Chiu and KB signed. Everybody agrees I brought Mr. Chiu to the development
21 first. I am at a loss as to how Mr. Wu can claim a right to any commission when his contract
22 with KB Homes states he cannot have one if he wasn't the first, or how Mr. Chiu could have
23 signed that agreement knowing it was a lie because I was the first. Discovery, depositions and
24 documents from KB Homes would show KB's policy was enforced and, had they truthfully
25 disclosed to KB that Mr. Chiu visited the property with me before going again with Mr. Wu, KB
26
27

1 would only have paid a commission to me.

2 6. I cannot produce a registration card because KB has lost or mishandled it. But
3 any agent who has ever worked with KB knows—including Mr. Wu—knows that KB pays only
4 the first one and so I am the only one who could ever claim the commission. The commission
5 card is simply KB's means of establishing of who was there first. Nobody, not even Mr. Chiu
6 has ever disputed I was the first one. I need the ability to do discovery with KB as well to get all
7 of their records and depose the person who was there the day I visited.
8

9 7. I at no time abandoned efforts or was ineffective. Mr. Chiu never even
10 considered buying a new house in that area until I convinced him to consider it. He deposited
11 \$10,000 less than 24 hours after we were there. He signed a contract just a few days later. From
12 my experience working with Mr. Chiu on other purchases, they like to do a lot of family
13 discussion and thinking before making any decision and there was nothing about this time that
14 suggested they were in any particular rush. I showed the houses and let him think. After the
15 January 3, message from Jerrin's father, I did follow up with my client. He ignored me for
16 many days and then lied to me by trying to conceal what he was doing with Wu and it is
17 completely contrary to long established local ethical practice and standards in Southern Nevada
18 for Wu to proceed without even *asking* about other agents and whether another agent had shown
19 Mr. Chiu the KB development already. I, and every broker I know, know that it is a violation of
20 Realtor standards of practice to intervene in another broker's transaction.
21

22 I declare under the penalty of perjury that the foregoing is true and correct.
23

24 Dated this 15th day of August 2018.

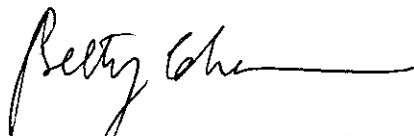
25 
26 Betty Chan

Exhibit 15

Exhibit 15

DECLARATION OF BETTY CHAN

Under the penalty of perjury of the laws of the United States and the State of Nevada, I, **BETTY CHAN**, hereby declare as follows:

A. My name is **BETTY CHAN**. I am over the age of 18 and fully competent to make this Declaration.

B. With the exception of matters stated upon information and belief, all of the facts set forth in this Declaration are based upon by personal knowledge and are true and correct to the best of my recollection. With respect to matters stated upon information and belief, I reasonably believe such matters to be true, given the information that I have.

C. In my individual capacity, I am a Plaintiff in a lawsuit entitled *Betty Chan and Asian American Realty and Property Management v. Wayne Wu; Judith Sullivan; Nevada Real Estate Corp; Jerrin Chiu; and KB Home Sales-Nevada Inc.*, Case No. A-16-744109-C, which is pending in the Eighth Judicial District Court sitting in Clark County, Nevada (the "Lawsuit"). I am also the President of Asian American Realty and Property Management, the other Plaintiff in the Lawsuit. Individually and as the President of Asian American Realty and Property Management, I have personal knowledge of the Lawsuit and its underlying facts.

D. In the Lawsuit, the Defendants have recently filed a Countermotion for Summary Judgment on Abuse of Process Claim. In that Countermotion, Defendants present a so-called "Statement of Undisputed Fact." Most everything in that "Statement" is either false or disputed. The pleadings and papers already on file with the Court clearly show that. Nevertheless, below, I make specific responses to the items in the "Statement" (the numbered items below correspond to and are taken verbatim from the items in Defendants' "Statement").

"1. On November 2, 2015, Dr. Jerrin Chiu emailed Ms. Chan expressing an interest in searching for a home to purchase while his parents were in town visiting in late December 2015."

MY RESPONSE: Actually, on or about October 5, 2015, Dr. Kwang Chiu contacted me to make an appointment for him and his son, Defendant Chiu, to see homes in December 2015. (See also my Declaration dated Feb. 14, 2017 at p.2, ¶ 7).

"2. Ms. Chan failed to respond to Defendants' requests to see houses on December 31, 2015. Ms. Chan was aware that Dr. Chiu and his parents had a tight window in which to purchase a home, so when she failed to return their calls, they assumed that she had abandoned them."

MY RESPONSE: Actually, on or about December 30, 2015, I picked up the Chiu family and showed them various homes, including the KB home, the subject in dispute. On or about December 31, 2015, without telling me they already made a reservation that morning at KB Homes for 10:00 a.m., Dr. Kwang Chiu called me and asked if I could "kick back 1% of the commission" like the other agent offered him. I said I can offer a reduction of ¼%, and Dr. Kwang Chiu said he would call me back and tell me which property Defendant wanted to buy. On or about January 5, 2016, I followed up with Defendant Chiu about the

1 properties. Defendant Chiu did not respond. Contrary to Defendant Chiu's statements, he
2 did not try to contact me several times. On or about January 15, 2016, Defendant Chiu
3 admitted that he was using another agent. (See also my Declaration dated Feb. 14, 2017 at
4 pp.2-3, ¶¶ 17, 25-30; and my Declaration dated Aug. 15, 2018 at p.1, ¶¶ 2-3).

5 *"3. Though Ms., Chan showed Dr. Chiu and his parents several homes, she did*
6 *not show them the home they ended up purchasing."*

7 MY RESPONSE: This is a flagrant misrepresentation of fact. Even Defendant Chiu has
8 not disputed that I was the first one to show the property to him. (See also my Declaration
9 dated Aug. 15, 2018 at p.3, ¶ 6). I did, in fact, show Defendant Chiu the property he
10 purchased—the home had yet to be constructed at that time, as this was a new development.
11 I took him to see the lots and model homes for sale. (See also my Declaration dated Feb.
12 14, 2017 at pp.3-4, ¶¶ 31-33; and my Declaration dated Aug. 15, 2018 at pp.1-3, ¶¶ 4-5).

13 *"4. While waiting for Chan to return their call, Dr. Chiu and his parents, without*
14 *the assistance of any broker, met with a KB Home representative and were*
15 *informed that if they did not make a deposit towards a lot before the end of the*
16 *day, they would be subject to the development-wide price increase of \$3,000.00."*

17 MY RESPONSE: Actually, after the "kick-back" phone call on about December 31, 2015,
18 I was waiting for Defendant Chiu to contact me, as he promised he would. Instead, he
19 decided to go with another agent and left me holding the bag. I was fully ready, willing,
20 and able to work with him as his buyer's agent; however, he obviously thought he was
21 getting a better "deal" in the form of an improper kickback from his new agent.

22 While touring the KB Homes' model on December 30, 2015, I had already explained the
23 purchasing process to Defendant Chiu, including the standards, locations, elevations,
24 prices, deposits, and so forth (See also my Declaration dated Feb. 14, 2017 at pp.2-3, ¶¶
25 17, 21, 25-30; and my Declaration dated Aug. 15, 2018 at p.1, ¶¶ 2-3).

26 *"5. Dr. Chiu and his parents ended up purchasing a home with the assistance of*
27 *Wayne Wu."*

28 MY RESPONSE: Defendant Wayne Wu essentially did nothing. I did the research and
identified the KB Homes development as a potential fit for Defendant Chiu in the first
place. Defendant Wu did not do that. I was the first to recommend the KB Homes
development to Defendant Chiu. Defendant Wu did not do that either. I was the first to
show the development and the property to Defendant Chiu. Defendant Wu did not do that.
The only thing Defendant Wu did, if anything, was to work on paperwork relating to the
purchase of property the that I had worked so hard to find, show, and recommend to
Defendant Chiu. (See my Declaration dated Aug. 15, 2018 at pp.1-3, ¶¶ 4-5).

"6. There was never any written or verbal agreement setting forth the terms of any
agreement between the Ms. Chan and Defendants."

MY RESPONSE: That is untrue. I was to be paid according to KB Homes' policy of only
paying a cooperating commission to the first agent to bring the client to the development
(and it had to be the client's first visit). (See my Declaration dated Aug. 15, 2018 at pp.1-
3, ¶¶ 4-5). Plus, the Chiu family actually contacted me via email and asked that I be their

1 agent for this deal, as I had previously done in a different transaction. I responded, “thank
2 you for using my service again.” Given our previous course of dealing, this was a black-
and-white contract.

3 *“7. Wu is the only realtor listed on the closing documents and is listed as the*
4 *realtor of record and was the agent who did all of the work in procuring and*
closing the sale of the home.”

5 MY RESPONSE: As I explain it response to No. 5 above, Defendant Wu essentially did
6 nothing. (See my Declaration dated Aug. 15, 2018 at pp.1-3, ¶¶ 4-5). He was, however,
7 able to get his name on the contract as the buyer’s agent because he signed a fraudulent
agreement in which he stated that he was the first agent to show the property and thus the
first to qualify for the commission.

8 *“8. Ms. Chan is a member of the GLVAR which requires that any and all legitimate*
9 *disputes regarding commissions be handled by way of arbitration before the*
10 *GLVAR.”*

11 MY RESPONSE: I did just that. Before filing suit on or about September 27, 2016, I tried
12 to take the matter to GLVAR, but they would not open up an arbitration case because no
13 commission had been distributed. As the situation could have remained that way
14 indefinitely, I had no choice but to file suit. On or about November 11, 2016, immediately
15 after GLVAR indicated that they would be willing to accept the arbitration case, I
submitted a claim for arbitration with GLVAR. Not long thereafter (after the holidays on
or about January 13, 2017), I sought to put the Lawsuit on hold and to that end, I filed a
Motion for Stay Pending Arbitration. As a matter of fact, Defendants actually opposed my
Motion to Stay. Thus, it was they—not me—who sought to impede arbitration.

16 *“9. Chan fraudulently represented to Dr. Chiu and to First American Title*
17 *Company that she possessed a broker registration card identifying her as Dr.*
18 *Chiu’s agent without being able to produce any such document upon challenge.”*

19 MY RESPONSE: I did not make any fraudulent statement to anyone. Immediately after I
20 showed prospective properties at the KB Homes development to Defendant Chiu, I located
21 a buyer registration card; Defendant Chiu filled out the buyer’s portion, and I filled out the
22 realtor’s portion. No KB Homes representative was to be found; so, I left the registration
23 card on the table in the KB Homes front office to hurry to get the Chiu family to the next
24 appointment. (See also my Declaration dated Feb. 14, 2017 at pp.3, ¶¶ 22-23). I cannot
25 produce the registration card because KB Homes has lost or mishandled it. (See also my
dated Aug. 15, 2018 at p.3, ¶ 6). For the record: I am a broker and was for all of 2015-
2016. The Nevada Real Estate Division has issued me a broker’s license (No.
B.0025444.CORP) in 1993. That license has been active, continuously, up to the present
date.

26 *“10. On September 27, 2016, Ms. Chan, filed a Complaint in the Eighth Judicial*
27 *District Court, prior to submitting the matter to GLVAR for mediation and possible*
28 *arbitration as required by rule. She sued Wu, Nevada Real Estate Corp. (the real*
estate company where Wu.” works), Judith Sullivan (designated Realtor® and
officer of Nevada Real Estate Corp.), Dr. Chiu (the buyer), and KB Homes (the
property developer/seller).”

1 MY RESPONSE: As explained in my response to No. 8 above, since GLVAR would not
2 accept arbitration at the time, I had no choice but to file suit. Upon GLVAR indicating that
3 it would accept the case, I immediately submitted a claim with them and requested the
4 Court to stay the Lawsuit pending that arbitration. In the Lawsuit, Defendants actually
5 opposed my Motion to Stay. Therefore, it was they—not me—who tried to impede
6 arbitration.

7
8 *“11. Ms. Chan signed an Agreement to Arbitrate, attached as Exhibit “3”. In the
9 Agreement to Arbitrate, Ms. Chan agreed to abide by the arbitration award as
10 well as paying attorney’s fees incurred in seeking district court confirmation of
11 the award should she challenge it.”*

12 MY RESPONSE: This mischaracterizes the content of the Request and Agreement to
13 Arbitrate. The Agreement speaks for itself. That said, the Agreement, the Arbitrator’s
14 Award, and the law all allowed me to challenge the award.

15
16 *“12. The parties attended arbitration on April 17, 2018, wherein the GLVAR
17 Arbitration Panel found Wu to be the procuring agent of the sale and entitled to
18 the commissions. However, the panel also allowed Chan to retain one quarter of
19 the disputed commissions, a total of \$3,448.83.”*

20 MY RESPONSE: The GLVAR arbitration panel did not find that Defendant Wu was the
21 procuring agent. In fact, its award was completely silent on the matter. The panel simply
22 split the commission between him and me. Other than that, the Award of Arbitrators speaks
23 for itself.

24
25 *“13. On July 2, 2018, Ms. Chan filed her Motion to Vacate or Modify Arbitration
26 Award, which was followed by Defendants’ Opposition to Motion to Vacate or
27 Modify Award and Countermotion to Recognize Wu as the Procuring Case, for
28 Summary Judgment, and for Attorney’s Fees on August 8, 2018.”*

MY RESPONSE: The dates are wrong. I filed the Motion to Vacate on July 18, 2018, and
Defendants filed their Opposition and Countermotion on August 6, 2018.

*“14. This Court entered an order on September 18, 2018 denying Ms. Chan’s
Motion to Vacate or Modify Arbitration Award and subsequently entered an order
granting Defendants’ Countermotion for Summary Judgment and Attorney’s Fees
and Costs on March 22, 2019.”*

MY RESPONSE: At first blush, this statement may not seem to be incorrect, but it
mischaracterizes what happened and leaves out several pertinent facts. For starters, it omits
the fact that Defendants should have presented a draft order on their countermotion to me
so that it could have been filed at about the same time the order on my motion to vacate
was filed. In fact, Defendants waited over six (6) months to present the proposed order to
the Judge, without giving me a chance to dispute it or respond to it. Moreover, they finally
presented the order when my previous attorney withdrew from the case. It appeared that
Defendants were trying to leverage my lack of counsel to have an order entered that was
overly favorable to them. I then timely filed a motion for reconsideration of Defendants’
countermotion. I also filed a notice of appeal. My motion for reconsideration is still
pending.

1 *“15. Ms. Chan, unwilling to abide by a binding decision issued by the GLVAR, to*
2 *which she agreed, and the District Court’s ruling confirming the arbitration*
3 *award, filed her Notice of Appeal on April 22, 2019.”*

4 MY RESPONSE: I have not violated or refused to abide by the arbitrators’ decision or the
5 Court’s rulings. Rather, in accordance with law, I have appealed the matters through proper
6 channels. I have been well within my rights to do this. As I understand it, this is the way
7 the American legal system works.

8 *“16. During this entire process, Ms. Chan has been represented by five different*
9 *law firms and has refused offers at settlement made privately and through the*
10 *settlement conference required by the Supreme Court of Nevada.”*

11 MY RESPONSE: The number of attorneys or law firms I have retained (or the number of
12 settlement offers made) is wholly irrelevant to the legal question at issue: Whether, for
13 purposes of a real estate sale, there can be more than one procuring agent. I believe the
14 law is on my side and that we will ultimately prevail on this point. I would also point out
15 that Defendants not only refused my settlement offers at the settlement conference, but also
16 my previous offer made within the first six (6) months of filing suit as well. It was
17 Defendants—not I—who acted unreasonably there.

18 *“17. Ms. Chan has stated that her only desire was to punish Defendants for what*
19 *she perceives as misconduct. In an email, Ms. Chan stated the following:*

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

MY RESPONSE: This language is taken out of context and is falsely presented here as an
email from me to Defendants. It is not. In fact, it is not even an email; neither is it a
communication between Defendants and me. To the contrary, it was part of a series of text
messages between me and Jana, an agent at KB Homes. Taking it all out of context and
falsely presenting it here, Defendants are trying to twist this language into a threat coming
from me to them. However, it was nothing more than my venting to a fellow agent.
Interestingly, Jana responded in a text: “Yes ...thank you Betty. I know it’s frustrating.
I’ve lost more than a few commissions that were due to me. So I understand.” Jana knew
what I was saying and was completely sympathetic.

Moreover, it is just wrong to say that my desire was to punish Defendants. If they
eventually lose, they will suffer financial and other repercussions, but that goes with every
lawsuit. I am and have been well within my rights to seek the commission to which I
believe I am rightly entitled. Even the language quoted by Defendants above only shows

1 that, in tandem with seeking to enforce my rights, I am hoping to put an end to people's
2 taking advantage of other agents, as they did to me in this case (and Jana in others). It is a
3 fact that I was cheated, and I am genuinely seeking redress for a wrong against me. In that
4 connection, the law of Nevada can and should be clarified that there cannot be more than
one procuring agent for any real estate sale. My fighting for my rights only works for the
public good.

5 *"18. Ms. Chan has caused Defendants to incur thousands in attorney's fees due to*
6 *her unwillingness to settle this matter or concede the validity of the GLVAR*
arbitration award."

7 MY RESPONSE: As stated in my response to No. 17 above, it is my sincere desire to
8 obtain justice for myself and other real estate agents that have been abused by the system.
9 To the extent that my lawfully seeking to enforce my rights has caused those whom I
10 believe to be wrong to incur attorney fees, that is just how the system operates. I too have
11 incurred thousand in attorney fees and costs. It has caused me grief and humiliation beyond
description to learn, so painfully, that the legal system requires one to suffer so much to
obtain justice.

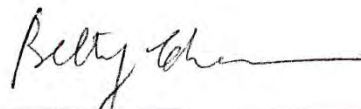
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1 E. Unless otherwise indicated, any and all exhibits, sub-exhibits, and other
2 attachments to this Declaration are true and correct copies (exact duplicates) of the
3 originals.

4 F. I declare under penalty of perjury of the laws of the United States and of the State
5 of Nevada that the foregoing is true and correct.

6 SIGNATURE:

7 
8 **BETTY CHAN**

9 DATE SIGNED:

10 1/21/2020
11 (Date)

12 WHERE SIGNED:

13 Las Vegas, Nevada
14 (City, State)

Exhibit 16

Exhibit 16

4:17



aaroffer@gmail.com >

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

Yes ...thank you Betty. I know it's frustrating. I've lost more than few commissions that were due to me. So I understand.

Jana , is her name Lauren? She just called . We talked. 44 min. She will do more investigation, and i ask her to arrange me to meet the broker

Subject

Text Message



EXHIBIT 17

EXHIBIT 17

IN THE SUPREME COURT OF THE STATE OF NEVADA

BETTY CHAN; AND ASIAN
AMERICAN REALTY & PROPERTY
MANAGEMENT,

Appellants,

vs.


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

Respondents.

No. 78666

FILED

MAY 14 2020

C. J. BROWN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

ORDER DISMISSING APPEAL

This court previously ordered appellants to show cause why this appeal should not be dismissed for lack of jurisdiction. Appellants have filed a response and respondents have filed a reply.¹

First, it appeared that the March 22, 2019, order may not be appealable under NRS 38.247(1)(c) as an order confirming an arbitration award because that order does not actually confirm an arbitration award. The order merely states that it affirms the previous confirmation order, entered September 18, 2018. To the extent the March 22, 2019, order can be construed as an order confirming the arbitration award, it appeared superfluous and unappealable. *See Campos-Garcia v. Johnson*, 130 Nev. 610, 331 P.3d 890 (2014).

Appellants seem to assert that the March 22, 2019, order substantively amended the September 18, 2018, order and is thus appealable as an amended judgment. *See* NRAP 4(a)(5). But the March 22,

¹Appellants' motion to strike the reply or for leave to file a sur-reply is denied.

2019, order does not amend the confirmation of the arbitration award. To the extent appellants challenge only the portion of the March 22, 2019, order declaring Wu to be the procuring cause, no statute or court rule allows an appeal from an order declaring someone to be a procuring cause.² See *Brown v. MHC Stagecoach, LLC*, 129 Nev. 343, 345, 301 P.3d 850, 851 (2013) (this court “may only consider appeals authorized by statute or court rule”). And the order is not appealable under NRS 38.247(1)(c) because it does not actually confirm an arbitration award.

Second, it appeared that the March 22, 2019, order may not be appealable pursuant to NRS 38.247(1)(f) as a final judgment entered under NRS 38.206-.248 because appellants’ claims against KB Home Sales-Nevada Inc. and respondents’ counterclaims remained pending in the district court. Appellants respond that the finality requirements of NRS 38.247(1)(f) are inapplicable because the appeal challenges the confirmation of an arbitration award and pending claims do not defeat jurisdiction. Accordingly, appellants appear to concede that the March 22, 2019, order is not appealable under NRS 38.247(1)(f).³

²It appears appellants may also contend that the March 22, 2019, order is appealable as a special order after final judgment. See NRAP 3A(b)(8). However, appellants do not dispute that no final judgment has been entered in this action. In the absence of a final judgment, there can be no special order after final judgment.

³This court also identified two other potential jurisdictional defects—it appeared the notice of appeal was improperly filed by appellant Betty Chan, a non-attorney, on behalf of appellant Asian American Realty & Property Management, and the notice of appeal may have been prematurely filed prior to the resolution of a pending tolling motion. Given the conclusion that the March 22, 2019, order is not appealable, these issues are not discussed further.

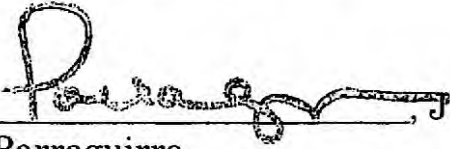
Appellants also seem to assert that the notice of appeal was timely filed from the September 18, 2018, order confirming arbitration award. That order was not identified in the notice of appeal and it does not appear reasonable to interpret the notice of appeal and the documents filed therewith as challenging that order. *See Abdullah v. State*, 129 Nev. 86, 90–91, 294 P.3d 419, 421 (2013) (stating the general rule that an order not included in the notice of appeal is not considered on appeal but recognizing that an appeal will not be dismissed if an intent to appeal from a judgment “can be reasonably inferred and the respondent is not misled”). However, even if the notice of appeal is construed as a challenge to the September 18, 2018, order, the notice of appeal was untimely filed on April 22, 2019, more than 30 days after service of notice of entry of that order on September 21, 2018. *See* NRAP 4(a)(1) (providing that a notice of appeal must be filed within 30 days after service of notice of entry of the order challenged on appeal); NRS 38.247(2) (providing that appeals from orders confirming an arbitration award are to be taken “as from an order or a judgment in a civil action”).

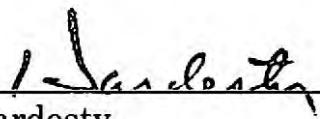
Appellants filed an amended notice of appeal on April 6, 2020, that purports to appeal from the March 22, 2019, order, a March 10, 2020, order, and “[a]ll prior court judgments, orders, rulings, and decisions” previously entered by the district court and that appellants are aggrieved by. To the extent this amended notice of appeal can be construed as an appeal from the September 18, 2018, order, the notice of appeal was untimely filed. The March 22, 2019, order is not independently appealable as discussed above. And the March 10, 2020, order, which grants in part a motion to resolve a pending motion, denies a motion for reconsideration,

denies a motion for summary judgment, and denies a motion to certify a judgment as final under NRCP 54(b), is also not substantively appealable.

Accordingly, it appears that this court lacks jurisdiction and this court

ORDERS this appeal DIMISSED.⁴


Parraguirre


Hardesty


Cadish

cc: Hon. Eric Johnson, District Judge
James A. Kohl, Settlement Judge
Frizell Law Firm, PLLC
Wood, Smith, Henning & Berman, LLP/Las Vegas
Blackrock Legal, LLC
Eighth District Court Clerk

⁴Respondents' request for attorney fees incurred on appeal is denied.

EXHIBIT 18

EXHIBIT 18

1 **RPLY**

2 MICHAEL A. OLSEN, ESQ.

3 Nevada Bar No. 6076

4 THOMAS R. GROVER, ESQ.

5 Nevada Bar No. 12387

6 KEITH D. ROUTSONG, ESQ.

7 Nevada Bar No. 14944

8 **BLACKROCK LEGAL, LLC**

9 10155 W. Twain Ave., Suite 100

10 Las Vegas, Nevada 89147

11 Tel: (702) 855-5658

12 mike@blackrocklawyers.com

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14 keith@blackrocklawyers.com

15 *Attorneys for Appellees*

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

17 BETTY CHAN, et al.

18 Appellants,

19 v.

20 WAYNE WU, et al.

21 Appellees.

Case No: 78666

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

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

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

MEMORANDUM OF POINTS AND AUTHORITIES

BACKGROUND

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



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

10 Ms. Chan violated ethical and contractual duties owed to GLVAR and Respondents by
11 improperly filing a lawsuit against Respondents, prior to filing for binding arbitration with
12 GLVAR. Ms. Chan had signed an agreement with GLVAR requiring that all disputes between
13 brokers be resolved via binding arbitration, rather than litigation. It was only after being
14 threatened with sanctions by Respondent that Chan filed a Motion to Stay the improperly filed
15 litigation and filed for binding arbitration with the GLVAR.
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18 Following arbitration and issuance of a binding decision, Ms. Chan continued her
19 vexatious litigation by seeking to overturn the decision of the Arbitration Panel. The district
20 court found the arbitration award to be binding and confirmed the award on August 22, 2018.
21 The Court signed the Order Denying the Motion to Vacate¹ on September 18, 2018. On October
22 31, 2018 the Court granted the Respondents request for Summary Judgment and took their
23 request for an Award of Attorneys’ Fees and Costs under advisement. On March 22, 2019, the
24 district court issued the Order Granting Defendant’s Countermotion for Summary Judgment and
25 awarded a portion of Wu’s Attorney Fees and Costs.²
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28 ¹ **Exhibit “1”** Order Denying Motion to Vacate or Modify Arbitration Award, Sep, 18, 2018.

² Attached as **Exhibit “2”**.

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

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

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

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

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

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

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

1 What's more is the receipt of service shows that both Todd and Janice viewed the
2 electronically served *Notice of Entry of Order Denying Motion to Vacate or Modify Arbitration*
3 *Award*. Janice Michaels accessed the electronically served *Notice of Entry of Order Denying*
4 *Motion to Vacate or Modify Arbitration Award* on September 18, 2018.⁶ Todd Kennedy accessed
5 the *Notice of Entry of Order Denying Motion to Vacate or Modify Arbitration Award* on
6 November 7, 2018 and he viewed the electronically filed *Order Denying Motion to Vacate or*
7 *Modify Arbitration Award* on September 18, 2018.⁷ Both Ms. Chan's present counsel at the time,
8 and the counsel she substituted in later received and viewed the *Notice of Entry of Order*
9 *Denying Motion to Vacate or Modify Arbitration Award*. Ms. Chan's claim that service was not
10 accomplished is false. Ms. Chan, therefore, had 30 days after September 18, 2018 to appeal the
11 *Order Denying Motion to Vacate or Modify Arbitration Award*. No appeal was filed until April
12 22, 2019. She cannot appeal the *Order Denying Motion to Vacate or Modify Arbitration Award*.

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

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

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

⁷ Id.

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

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

⁹ Exhibit "2".

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

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

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

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

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

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

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

¹² See **Exhibit "3"**.

1 Her current counsel is her fifth advocate in this matter. She has either fired her previous counsel
2 or caused them to withdraw as counsel. It should come as no surprise to her, that retaining a fifth
3 replacement attorney would be difficult when her case is so incredibly weak, and she refuses to
4 listen to her counsel's advice. She even admits that it took her three weeks to retain a new
5 attorney.¹³ It is questionable that constitutes prompt action, as put forth by Ms. Chan.
6

7 Ms. Chan did file an Amended Notice on April 6, 2020, through counsel. However, this
8 Amended Notice is procedurally defective as it attempts to bootstrap every order adverse to Ms.
9 Chan into this appeal. Even though this Court has discretion to allow an attorney's prompt
10 appearance to correct the defect in Ms. Chan's original appeal, it should not allow Ms. Chan to
11 file an amended notice which envelopes every order adverse to Ms. Chan. Appellees view such a
12 desperate attempt to retain jurisdiction as almost an admission that the appeal is jurisdictionally
13 deficient. If the only error in Ms. Chan's original notice of appeal was that she filed it *pro se* on
14 behalf of an entity, then why did she add language which attempts to encapsulate the September
15 18, 2018 Order? Appellees request that this Court dismiss the appeal for want of jurisdiction. Ms.
16 Chan did file the appeal on behalf of an entity, which is clearly not permissible under Guerin v.
17 Guerin. She waited three weeks to obtain new counsel, knowing that she needed to appeal within
18 30 days of the March 22, 2019 Order.
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21 Finally, her attempt to cure the jurisdictional defect contains an obvious attempt to
22 bootstrap unappealable orders to the current appeal. The Notice of Appeal was improperly filed
23 on behalf of a corporate entity it is fatally flawed. The time to file a notice of appeal has run and
24 this Court does not have jurisdiction over the appeal. Ms. Chan cannot, nearly a year later, file an
25 amended notice and cure the multitude of deficiencies of her appeal. The entire appeal is
26 defective due to this flaw and dismissal is, therefore, appropriate.
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¹³ See Ms. Chan's *Response* at 16:18-19.

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

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

22 Ms. Chan’s conduct has been the model of frivolity and misuse. She has filed a jurisdictionally
23 deficient appeal and has drug this dispute, a dispute over \$13,000.00, out for years. All of this
24 was to satiate her pride and arrogance. She has incurred attorney’s fees multiple times larger than
25 the arbitration award and caused Appellees to do the same. Indeed, she was not joking in her
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1 warning that she had a “few hundred thousand in hand that I can use” to pay attorneys to
2 vindicate her ego.¹⁴

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

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

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

26
27 Any attorney fee award must be based on a Brunzell analysis.

28
14 See Exhibit “7”.

15 See Exhibit “8”.

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

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

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

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

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

17 Keith D. Routsong, Esq. is a graduate of Brigham Young University and the University
18 Of Nebraska College Of Law. His practice focuses primarily on contested matters in probate and
19 civil court.
20

21 **B. Brunzell Factor #2: “the character of the work to be done: its difficulty, its**
22 **intricacy, its importance, time and skill required, the responsibility imposed and the**
23 **prominence and character of the parties where they affect the importance of the**
24 **litigation”¹⁹**

25 This matter has involved a substantial amount of time for research, and analysis of issues
26 relating to the arbitration and commission disputes. It has required familiarity with several
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28 ¹⁸ Brunzell, 85 Nev. at 349.

¹⁹ Brunzell, 85 Nev. at 349.

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

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

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

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

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

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

20 **CONCLUSION**

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

²¹ Brunzell, 85 Nev. at 349.

²² Brunzell, 85 Nev. at 349–50.

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

11
12 DATED this 20th day of APRIL 2020.

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

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

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

/S/Julian Campbell

An Employee of BLACKROCK LEGAL



EXHIBIT 19

EXHIBIT 19

Arbitration #16201A/ District court case # A-16-744109-C

Betty Chan <702aar@gmail.com>

Thu, May 17, 2018 at 3:17 PM

To: itrillo@glvar.org, chris.bishop@cbvegas.com

Hello Ingrid,

This is to notify GLVAR that I resort to legal action to vacate the arbitration hearing and awards for the above case within filing time limit.

Please see attached letter. Please acknowledge receipt.

Please also advise how to get a copy of the tape for that arbitration held on 4/17/2018

Thank you
Betty

--

Betty Chan CCIM, CPM, CRS
Broker
Asian American Realty & Property Management
Office 702 222 0078
Fax 702 222 1772
"The Happiest Realtor in Las Vegas"


 **submitted vacate arbitration.pdf.pdf**
226K

EXHIBIT 20

EXHIBIT 20



Betty Chan <aarpm09@gmail.com>

Arbitration-Commission Dispute Betty Chan Vs Wayne Wu

Betty Chan <aarpm09@gmail.com>

Mon, Jul 11, 2016 at 8:12 PM

To: jketchersid@glvar.org

Hi Jan,

I am writing to register for an arbitration.

I spoke to you a week ago about my commission dispute and received the package from you.

My attorney agreed that we should comply with the rules of GLVAR to go to arbitration first. So I am working on completing the package.

The closing date was in May 27 and we were informed of the closing on June 8 so I should be able to file it within 180 days from closing date.

Thank you

—
Betty Chan, CCIM, CPM, CRS
Broker
Asian American Realty & Property Management
Office 702-222-0078
Fax: 702-222-1772
"The Happiest Realtor in Las Vegas"

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6 APR 2016 12:33

EXHIBIT 21

EXHIBIT 21

TRACT / PHASE: TEVARE - 415 / 28 LOT / BLOCK: 43 / 1
PROPERTY ADDRESS: 477 CABRAL PEAK STREET Las Vegas NV 89138
SALESPERSON: Jana McNeff DATE: 1/8/2016

The following constitutes the entire agreement (the "Agreement") by and between KB Home Las Vegas, Inc. ("Seller") and the "Broker" listed below regarding a potential referral sales commission described in Paragraph 1 below with respect to the Buyer(s) and the Property described above. No other representations or acknowledgements shall be binding upon either party unless agreed to in writing by both parties. The parties agree as follows:

1. Seller shall pay to Broker a commission equal to three percent (3%) of the total net sales price of the above-referenced home, including: (A) base price, (B) elevation premium, (C) lot premium, (D) decor items, options and upgrades selected by Buyer at the KB HOME Sales Office and at the KB HOME Studio or previously installed by Seller, and excluding (E) the value of any incentive provided by Seller, (the "Commission") at the close of escrow provided (i) a contract is signed by Buyer and accepted by Seller within thirty (30) days after the date of this Agreement, and (ii) such close of escrow occurs within three hundred sixty-five (365) days after the date of this Agreement.

No commission shall be paid if a contract is signed more than thirty (30) days after the date of this Agreement unless Broker has re-registered the Buyer, and the contract is signed within thirty (30) days of such re-registration. This Agreement serves as escrow instructions to govern payment of the Commission to Broker only. Seller does not pay commissions to any entities or individuals other than Broker.

2. It is an absolute condition for the payment of any Commission that Broker accompanies and registers Buyer at the Community at the time of Buyer's first visit as a prospective purchaser to the Community. Broker shall not be entitled to any Commission if Buyer or any relative of Buyer or any other person designated by Buyer has visited the Community without Broker prior to the date of this Agreement.

3. The registration of the Broker shall be established only for the particular Buyer for the Property but shall be established only by: (a) complete execution and acceptance of this Agreement and (b) Buyer's completion of Seller's Broker/Client Registration form at the Community acknowledging the portion of the form which evidences that Broker referred Buyer to the Property. Upon request, a copy of the Agreement will be given to Broker. Any attempt by Broker to effectuate a broker relationship with Seller without Broker's actual presence at Buyer's first visit shall be null and void.

4. Buyers of Seller's homes are NOT required to use Home Community Mortgage, LLC ("Home Community Mortgage") for their financing as a condition of purchase. Buyer may obtain financing from any qualified lending institution. Broker has been made aware of this and acknowledges its obligation to inform Buyer thereof. Buyer and Buyer's Broker authorize Seller's agent or an agent on behalf of Home Community Mortgage to contact Buyer directly to discuss any aspect of Buyer's purchase of the home, including the selection of options and upgrades and Buyer's financing of its purchase, including the use of Home Community Mortgage as its lender.

5. Broker understands and agrees that any fees Buyer has agreed to pay to Broker are Buyer's entire responsibility and any issue arising out of the payment of such fees to Broker by Buyer shall not delay close of escrow between Buyer and Seller.

6. If Broker wishes the Commission to be reduced and a portion to be paid to Buyer, Seller will require Buyer to execute Seller's Commission Credit Disclosure.

7. Broker represents that it is licensed as a real estate broker or salesperson in the state in which the Property is located. To the extent required by law, Broker must provide an executed form of disclosure of its agency relationship with Buyer (executed by Broker and Buyer) indicating that Broker is the agent of Buyer exclusively prior to Buyer's execution of a sales contract. Broker represents and warrants that its license number as set forth below accurately represents its current, active license number.

8. Seller's on-site agent shall be primarily responsible for coordinating loan processing; however, Broker acknowledges that, if requested by Seller, Broker shall be obligated to assist Seller in obtaining documentation or other information from Buyer with respect to its loan approval, loan closing or the title or escrow documentation for the closing of the transaction. Broker's failure to cooperate as required in the preceding sentence shall cause Broker to forfeit its Commission.

9. In the event that Buyer elects to purchase a property from Seller other than a property in this Community, Seller shall have no obligation to pay Broker a commission therewith unless a separate Agreement is established between Seller and Broker in writing, using the form hereof and Broker meets the obligations set forth therein.

10. Broker agrees to indemnify and hold harmless Seller, Seller's parent, subsidiary and affiliate companies and Seller's employees, officers and directors (collectively, the "Affiliates") from and against any and all claims, charges, costs, fees, obligations, damages, liabilities, expenses and attorneys' fees incurred by Seller or the Affiliates by virtue of Broker's actions or errors with respect to or in connection with this Agreement or the potential transaction between Seller and Buyer referred herein (the "Sale Transaction").

11. Broker has no independent authority to bind Buyer or Seller. Only Seller's Purchase Agreement will be used. Broker may not advertise any of Seller's homes in any printed form.

12. If a real estate salesperson or broker other than Broker attempts to register as Buyer's broker within thirty (30) days after the date hereof, Seller shall only be obligated to pay a single Commission to the Broker which first registered Buyer at the Community in which Buyer purchased a home from Seller (assuming a sale contract is signed within such thirty (30) day period and all other criteria of this Agreement have been met).

13. This Agreement is only in effect for the Buyer described above and may be rescinded and terminated in Buyer's sole discretion upon written notice to Seller and Broker.

14. Broker is not authorized to and shall not make any warranties, representations, or covenants regarding the above-referenced home or on behalf of Seller.

15. In accordance with NRS 645.635, Broker hereby acknowledges and agrees that Seller may contact and communicate directly with Buyer in connection with Buyer's interest in Seller's communities and its purchase of a property from Seller. Seller shall have no obligation to notify Broker of any communication with Buyer. For the purposes of this Agreement, "Buyer" shall mean the Buyer(s) shown on the executed Purchase Agreement or as Prospective Buyer(s) prior to the execution of the Purchase Agreement.

This Agreement shall not be effective unless it has been executed by an authorized officer of Seller. On-site sales representatives are not authorized representatives of Seller for such purposes.

ALL CHECKS WILL BE ISSUED AS DIRECTED ONLY TO THE BROKER LISTED BELOW.

BROKERAGE: Please Print or Type

Broker's Agent (Licensee) Wayne Wu Company Name Nevada Real Estate Corp
Broker Name Judith Sullivan Broker License # 21094 Broker Tax I.D. # 88-0340457
Broker Address 8360 W. Sahara Avenue, Suite 210
City Las Vegas State NV Zip 89117
Telephone (702) 319-7288 Cell Phone: (702) 338-1822 Fax: (702) 368-6883 E-Mail: waynew5958@aol.com

Agreed to by:

KB Home Las Vegas, Inc. - Authorized Signature

Wayne Wu

REFERRAL AGENT OR BROKER - Authorized Signature

Jerrin Chiu

Buyer's Signature

Date

1/8/16

Buyer's Signature

Date

Date

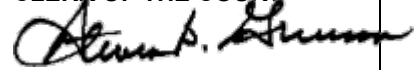
1-8-16

Date

Jerrin Chiu

Buyer's Printed Name

Buyer's Printed Name



RPLY

MICHAEL A. OLSEN, ESQ.

Nevada Bar No: 6076

THOMAS R. GROVER, ESQ.

Nevada Bar No. 12387

KEITH D. ROTSONG, ESQ.

Nevada Bar No. 14944

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Case No. A-16-744109-C

Dept. XII

BETTY CHAN and ASIAN AMERICAN
REALTY & PROPERTY MANAGEMENT,

Plaintiff,

v.

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.

**REPLY IN SUPPORT OF 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

**OPPOSITION TO COUNTERMOTION FOR SUMMARY JUDGMENT ON
DEFENDANT'S ABUSE OF PROCESS COUNTERCLAIM**

COMES NOW, Defendants WAYNE WU, JUDITH SULLIVAN, NEVADA REAL
ESTATE CORP. and JERRIN CHIU, (collectively "Defendants" or "Defendants/

Counterclaimants") by and through their attorney, Michael A. Olsen, Esq. of the law firm

1 Blackrock Legal, LLC., and hereby submits this *Reply in support of Motion for Summary*
2 *Judgment, or in the alternative, for Award of Attorney's Fees, for Writ of Execution for on*
3 *Plaintiff's Commissions Awarded by GLVAR Arbitration Panel and Release of Bond Deposited*
4 *on Appeal and Opposition to Countermotion for Summary Judgment on Defendant's Abuse of*
5 *Process Counterclaim* (hereafter "Reply and Opposition") on the grounds set forth in the Points
6 and Authorities herein, Exhibits attached hereto and any paper or pleadings on file with this
7 court.

8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 **BACKGROUND**

10
11
12 Betty Chan (hereafter "Ms. Chan") and Defendants emerged from arbitration almost three
13 years ago. To date, Defendants have been unable to collect on the \$10,346.49 awarded to them
14 by the GLVAR Arbitration Panel. It has been over one year since this Court awarded Defendants
15 attorney's fees and costs. To date, they have been unable to collect on their judgment. Ms. Chan
16 is certainly living up to her prophetic statement that she would "teach [Defendants] a lesson."
17 Contrary to Ms. Chan's audacious statements that she, much like Thurgood Marshall in Brown v.
18 Board of Education, is fighting for an injustice that has been perpetrated against her, her actions
19 show that this matter is more about pride and a wounded ego than social justice. Ms. Chan's
20 hyperbole aside, she has caused Defendants to incur thousands in legal fees by initiating a district
21 court case prior to attempting arbitration. Then, when she was unsatisfied with the results of the
22 arbitration, she challenged its validity, twice, then appealed to the Supreme Court of Nevada.
23 Contrary to Ms. Chan's contentions that she appealed too early, the Supreme Court dismissed the
24 appeal because they didn't have jurisdiction to entertain an appeal of an order entered six months
25 prior to her appeal. She then failed to reply to this motion for summary judgment and forced
26 Defendants to object to her motion for additional time.
27
28

1 Suddenly, Ms. Chan claims that she is battling for some imaginary injustice. In Ms.
2 Chan's own words: "I felt insulted and humiliated, **another agent dared challenge me** and he
3 really do not know who I am. [...] I liked to teach them a lesson. Life is not about money. So
4 happen **i do have few hundred thousand in hand that i can use**. If they are willing to go along
5 with me to spend equal amount of money, **then I will be very happy to play their game**."¹ Ms.
6 Chan is not out for social justice, she is out for revenge; revenge for daring to help a client she
7 abandoned during a time of need. Ms. Chan was certainly free to pursue her rights and social
8 justice, and was, in fact contractually and ethically bound to do so in arbitration before the
9 GLVAR. Ms. Chan has exercised her constitutional rights repeatedly in this matter, to the point
10 of filing an improper appeal that was dismissed. Ms. Chan's attempt at playing the martyr is
11 unconvincing, especially when her own words explain why she is actually acting in this matter.

14 Now, Ms. Chan is arguing against Defendants' *Motion for Summary Judgment, or in the*
15 *alternative, for Award of Attorney's Fees, for Writ of Execution for on Plaintiff's Commissions*
16 *Awarded by GLVAR Arbitration Panel and Release of Bond Deposited on Appeal* (hereafter
17 "MSJ"). On July 8, 2020, Ms. Chan filed her *Plaintiffs' Opposition to Defendant's Motion for*
18 *Summary Judgment, or in the alternative, for Award of Attorney's Fees, for Writ of Execution for*
19 *on Plaintiff's Commissions Awarded by GLVAR Arbitration Panel and Release of Bond*
20 *Deposited on Appeal and Countermotion for Summary Judgment on Defendants' Abuse-of-*
21 *Process Counterclaim* (hereafter "Opposition and Counterclaim"). She claims that summary
22 judgment is not appropriate, that her actions do not constitute abuse of process, that since
23 attorney's fees were awarded once, they somehow cannot be awarded again, and that both the
24 writ of execution and receipt of the supersedeas bond are premature. Finally, Ms. Chan presents
25 a half-baked countermotion for summary judgment. All of her arguments fail.

28 ¹ **Exhibit "1"**.

1 First, summary judgment is appropriate as Ms. Chan cannot and has not shown that any
2 issues of material fact are currently outstanding. Ms. Chan undoubtedly acted in a manner
3 constituting abuse of process. Additionally, attorney's fees are appropriate as Defendants are still
4 pursuing enforcement of the arbitration award and Ms. Chan is contractually bound to cover
5 attorney's fees incurred in the enforcement of such an award, UNTIL such time as the award is
6 paid. Finally, the writ of execution and the release of the supersedeas bond are appropriate as the
7 appeal has been dismissed. Ms. Chan's three-sentence countermotion must also be denied.
8

9 **LEGAL ANALYSIS**

10 **A. DEFENDANTS ARE ENTITLED TO SUMMARY JUDGMENT ON THE CLAIM** 11 **FOR ABUSE OF PROCESS**

12 Summary judgment on the abuse of process claim is appropriate and Ms. Chan has failed
13 to demonstrate any facts to the contrary.
14

15 **i. Ulterior Motive**

16 Ms. Chan tries desperately to justify her own words describing how she intends on
17 punishing Defendants. She attempts to justify her words and actions by saying that "it was
18 nothing more than my venting to a fellow agent."² Regardless of whether Ms. Chan was venting
19 or not, her actions show that she really has desired to cause Defendants to incur thousands in
20 legal fees and costs trying to enforce the arbitration award. Her words do not show that she is
21 fighting for social justice or a wrong. Regardless of whether her text was addressed to
22 Defendants, it clearly demonstrates that Ms. Chan was is purely motivated by pride. She even
23 states that she needs to get KB homes to "work with [her] on [her] plan."³ This was not a plan to
24 achieve justice, it was a plan to cause Defendants financial ruin for daring to challenge Ms.
25 Chan. In fact, as this Court is well aware, in prior pleadings, and argument before the Court, Ms.
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27

28 ² See Ms. Chan's *Opposition* at 11: 12-17.

³ **Exhibit "1"**.

1 Chan has asserted that this District Court case was necessary because she could not seek relief
2 against KB Homes before the GLVAR. Of course this was all part of the “plan,” because as this
3 Court is further aware, the naming of KB Homes as a defendant is a complete farce! Ms. Chan
4 granted KB Homes an open extension to answer the Complaint from the outset and to this day
5 KB has never even answered the Complaint! Quite a plan indeed. Ms. Chan never intended to
6 harm her business by actually going after KB Homes with a bogus claim, she knows doing so
7 would greatly hinder her ability to ever do business with KB Homes again. The “plan” was
8 simply to file this case in order to unnecessarily and vexatiously drive up the the cost of
9 litigation, as set forth in her email.
10
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12 If this is not a clear, ulterior motive, there is no such thing. Out of the plaintiff’s own
13 mouth is an admission that she planned to drive up legal fees to soothe her wounded ego and
14 drive out, a competitor in the Asian speaking marketplace who “dares challenge her.” Her
15 justification on this point is pathetic as it does not matter who the communication was directed to
16 or whether she was just venting. Her actions clearly demonstrate that this was a plan from the
17 beginning. So far, she has succeeded in at least part of her plan: to drive up legal fees. Ms. Chan
18 must not be permitted to continue to increase costs for Defendants. Those costs must fall on the
19 party who planned, from the beginning, to bully Defendants into submission by piling legal fees
20 on them. Absent an award of all attorney’s fees and costs incurred by Defendants in defending
21 against this ill-conceived and vexatious litigation will put the Defendants in the position of
22 having won the war but lost the financial battle and Ms. Chan’s grand plan to abuse the legal
23 system will have worked to perfection.
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1 Ms. Chan claims that her actions only constitute bad intentions and not an ulterior motive
2 to coerce settlement of a claim.⁴ That is exactly what Ms. Chan has done. Indeed, she does have
3 bad intentions, as she admits, but she also had an ulterior purpose of trying to use the court
4 system to coerce the Defendants into settling this case for nothing. Why else would she say to a
5 fellow agent that she had a few hundred thousand dollars set aside to effectuate her plan? She
6 intended, from the very beginning, to drag this matter into the District Court, cause Defendants
7 to continuously incur legal fees to the point of giving up entirely on the commission and
8 conceding it to Ms. Chan. There is no way to dispute this. She admits to this plan. Ms. Chan
9 wishes to paint herself in a new light. She wants people to think that she is fighting for justice for
10 all realtors. This motivation is an attempt to walk-back on her original scheme. If she was truly
11 intending to fight for social justice, why did she file a civil complaint immediately, before
12 arbitration, in direct contravention to her ethical responsibility? The answer is that civil actions
13 are much more expensive than arbitration actions. There is nothing to indicate that Ms. Chan is
14 truly fighting for justice. She was upset that somebody dared to play in her sandbox, and she
15 wanted to punish them for it.

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19 **ii. Improper, Willful Act**

20 Ms. Chan has engaged in improper and willful acts in furtherance of her plan to punish
21 Defendants. The National Association of Realtors' ("NAR") Code of Ethics and Standards of
22 Practice, Article 17 mandates that disputes between realtors, "if mediation is not required,
23 Realtors shall submit the dispute to arbitration in accordance with the policies of the Board rather
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28 ⁴ See Ms. Chan's *Opposition* at 14: 13-14, and 15:13-15, citing to *Raphaelson v. Ashtonwood Stud Assocs., L.P.*, 2009 U.S. Dist. LEXIS 66517, *8 (D. Nev. 2009) and *Georgiou Studio, Inc. v. Blvd. Invest, LLC*, 663 F. Supp. 2d 973, 982 D. Nev. 2009).

1 than litigate the matter.”⁵ The NAR’s Code of Ethics further “includes the obligation of Realtors
2 (principals) to cause their firms to . . . arbitrate and be bound by any resulting . . . award.”⁶

3 The Greater Las Vegas Association of Realtors’ (“GLVAR”) is one of Nevada’s local
4 governing Boards within the NAR. The GLVAR’s code of ethics requires that any and all
5 legitimate disputes regarding commissions between realtors are subject to arbitration before the
6 GLVAR.⁷

7
8 Ms. Chan is a member of the GLVAR, subjected to the requirement that her dispute with
9 Wu be submitted to mandatory, binding arbitration. Because GLVAR requires arbitration for the
10 dispute in this matter, Ms. Chan was required to “submit the dispute to arbitration in accordance
11 with the policies of the [GLVAR] rather than litigate the matter.” Not only was Ms. Chan
12 required to submit to arbitration rather than litigate this matter before the District Court, such
13 arbitration is binding. Thus, Ms. Chan’s ethical codes of conduct proscribe the possibility of
14 litigating this matter before this Court without first seeking to settle the matter by mediation and
15 if that fails by arbitration..
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17

18 By filing her Complaint with this Court, Ms. Chan has deliberately violated Local, State,
19 and National codes of ethics. Ms. Chan ignored the mandate to arbitrate the matter before the
20 GLVAR, wasting both this Court’s time and resources. Not only has Ms. Chan wasted this
21 Court’s resources and time, but Ms. Chan also filed the District Court case prior to arbitration to
22 harass and unnecessarily drive up Defendants’ cost of defense. This was part of her plan from the
23 onset. Lawsuits are much more expensive than arbitration hearing, so by filing her suit first, she
24 managed to cause Defendants to incur even more in legal fees. Her only excuse for filing the
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27 ⁵ National Association of Realtors, *Code of Ethics and Standards of Practice*, Article 17 (January 1, 2017), attached hereto as Exhibit “5” [emphasis added].

28 ⁶ *Id* [emphasis added].

⁷ GLVAR, *The Code of Ethics – Our Promise of Professionalism*, p. 31, referring to the Standard of Practice, Article 17, attached hereto as Exhibit “6”.

1 district court case first is that “GLVAR would not open an arbitration case because no
2 commission had been distributed.”⁸ So, instead of waiting for the proper procedure to initiate a
3 arbitration proceeding, Ms. Chan deliberately chose to violate her ethical duties to submit to
4 arbitration first. She was very quick to violate her own ethical duties, it seems.

5
6 Furthermore, Ms. Chan filed an appeal which was obviously frivolous and unnecessary.
7 She even deliberately tried to bootstrap an unappealable order to her appeal. These were
8 deliberate steps to drive up costs. The Supreme Court of Nevada listed three reasons why Ms.
9 Chan’s appeal was inappropriate, yet she still appealed and managed to cause Defendants to
10 incur even more legal fees. In sum, Ms. Chan has acted with an ulterior motive from the onset.
11 She accomplished this ulterior motive by failing to comply with her ethical duty to submit to
12 arbitration prior to filing a civil suit and by pursuing an obviously frivolous appeal which
13 attempted to incorporate previous orders which can not be substantively appealed. Summary
14 judgment on the abuse of process claim is, therefore, appropriate.
15

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17 **B. THE AWARD OF ATTORNEY’S FEES IS APPROPRIATE**

18 Ms. Chan’s contention that attorney’s fees were already awarded under the Agreement to
19 Arbitrate does not make sense. She claims that since this Court awarded Defendants \$21,435.00
20 in fees and \$920.83 in costs, “they have already been compensated for any fees and costs due
21 under the Agreement.”⁹ In truth, Defendants were only awarded a portion of their attorney’s fees
22 and costs associated with seeking enforcement of the arbitration award.¹⁰ The language in the
23 Agreement to Arbitrate is broad. Ms. Chan affixed her signature to this broad language, which
24 states: ““In the event I do not comply with the award and it is necessary for any party to obtain
25 judicial confirmation and enforcement of the award against me, **I agree to pay that party costs**
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28 ⁸ See Ms. Chan’s *Opposition* at 8:3-5.

⁹ See Ms. Chan’s *Opposition* at 18: 3-4.

¹⁰ Updated invoices are attached as **Exhibit “7”**.

1 and reasonable attorney's fees incurred obtaining such confirmation and enforcement."¹¹

2 Defendants were awarded a portion of their fees and costs in March 2019, however they are still
3 seeking confirmation and enforcement of the arbitration award. Ms. Chan is still contractually
4 bound to cover the fees of a party seeking such relief. She has not yet given up on her attempts to
5 overturn the arbitration award; indeed, overturning that award is at the heart of her newly minted
6 crusade for social justice. Ms. Chan even admits that she still intends on challenging the validity
7 of the arbitration award through yet another frivolous appeal.¹²

8
9 The Supreme Court of Nevada did not dive into the merits of Defendants' request for
10 attorney's fees on appeal as they lacked jurisdiction to entertain the matter. In a footnote to the
11 *Order Dismissing Appeal*, the Supreme Court of Nevada simply stated that "Respondents'
12 request for attorney fees incurred on appeal is denied."¹³ This does not operate as conclusive
13 denial of any request for attorney's fees regarding the appeal. The Supreme Court of Nevada
14 determined that it did not have jurisdiction to entertain this matter and thus, could not award
15 attorney's fees. When an appeal is dismissed and a remittitur is issued, "the primary purpose of
16 the remittitur is to remove or transfer to the district court the matter from this court's docket and
17 to inform the district court that this court never obtained jurisdiction over the appeal and the
18 district court was never divested of jurisdiction."¹⁴ In other words, this Court never lost
19 jurisdiction over the matter and can still enter an award of attorney's fees and costs Defendants
20 have incurred pursuing enforcement of the arbitration award. Furthermore, the issues of
21 contractual damages and abuse of process were not even before the Supreme Court to begin with,
22 hence the Court could not have issued a ruling on those issues.
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27 ¹¹ Exhibit "2", P0001, ¶ 5 (emphasis added).

28 ¹² See Ms. Chan's *Opposition* at 20:16-18.

¹³ See Exhibit "3" at page 4.

¹⁴ Dickerson v. State, 114 Nev. 1084, 1087, 967 P.2d 1132, 1134 (1998).

1 **C. EXECUTION IS APPROPRIATE AS DEFENDANTS HAVE INCURRED MORE**
2 **FEES TRYING TO ENFORCE THE ARBITRATION AWARD**

3 Ms. Chan is mistaken in arguing that the supersedeas bond she posted over a year ago
4 provides sufficient security for this case going forward. The purpose of the supersedeas bond is
5 to protect a party while an appeal is pending. No appeal is pending in this matter. Furthermore,
6 more costs have been incurred since the appeal was taken. The very language Ms. Chan cites in
7 her Opposition shows that this Court has discretion to allow execution on assets held for a
8 party's benefit: "An execution ordinarily may issue only upon a final judgment."¹⁵ This Court
9 has discretion to allow execution at any point of the litigation and, in fact, has done so before.
10 Ms. Chan is so eager to cite to the law of the case in her Opposition, but neglects to do so here.
11 Execution was already permitted once in this case and in fact, a writ of execution was issued by
12 the Clerk of the Court on April 25, 2019. Defendants, in an abundance of caution, determined to
13 request execution again, despite having a valid writ of execution already in their possession.
14 Defendants should be permitted to execute on Ms. Chan's share of the proceeds held by GLVAR
15 to satisfy the judgments received so far in this litigation.
16

17
18 Moreover, the language of the *Order on Plaintiff's Motion to Stay Execution Pending*
19 *Appeal* clearly states that "execution shall be stayed pending appeal and until the appeal is fully
20 disposed of an a remittitur is issued by the Nevada Supreme Court."¹⁶ The appeal has been fully
21 disposed of by the Supreme Court of Nevada and a remittitur has been issued, therefore, the stay
22 is no longer in effect.
23

24 **D. THE SUPERSEDEAS BOND MUST BE RELEASED TO DEFENDANTS**
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28 ¹⁵ See Ms. Chan's *Opposition* at 19:7-8, citing to *Redding & Co. v. Russwine Constr. Corp.*, 417 F.2d 721, 727 (D.C. Cir. 1969).

¹⁶ **Exhibit "4"** at 2:9-12.

1 Ms. Chan confuses the purpose of the supersedeas bond. Indeed, this Court has discretion
2 to stay the enforcement of final judgment, however, this power is discretionary. Release of the
3 supersedeas bond, however, does not constitute enforcement of a judgment. Bonds are posted to
4 provide security to another party during an appeal, as outlined in NRCP 62. Defendants have
5 incurred even more legal fees trying to enforce the arbitration award than the bond Ms. Chan
6 posted in 2019, after the supersedeas bond was posted. The supersedeas bond, set at \$33,533.75,
7 is only enough to cover the attorney's fees and costs awarded so far as well as the amount help
8 by the GLVAR in their escrow account. Throughout the appeal and back in District Court
9 Defendants continue to incur legal fees simply trying to enforce their award. Ms. Chan even
10 admits that she still intends on challenging the validity of the arbitration award through appeal:
11 "Plaintiffs may appeal this case pursuant to NRS 38.247(1)(f) (providing that, upon a final
12 judgment, an appeal may be taken of a decision to affirm an arbitration award)."¹⁷ The bond she
13 posted in 2019 provided only enough security to stay the matter for the fees awarded up until that
14 point as well as the amounts held by the GLVAR. That was over one year ago. This case
15 continues to grow more and more expensive. Should Ms. Chan decide to appeal again, she must
16 post **another** supersedeas bond.

17 The plain language of NRCP 62 does not support Ms. Chan's request to withhold the
18 supersedeas bond pending some possible appeal in the future. NRCP 62(d)(1) states that "**if** an
19 appeal is taken, the appellant may obtain a stay by supersedeas bond, [...]. The bond may be
20 given upon or after filing the notice of appeal or after obtaining the order allowing the appeal.
21 **The stay is effective when the supersedeas bond is filed.**" In other words, only if an appeal is
22 taken can a stay be obtained by supersedeas bond. The stay is only effective when the bond is
23 filed. The District Court cannot hold onto a bond to secure some hypothetical appeal in the
24

25 ¹⁷ See Ms. Chan's *Opposition* at 20:16-18.

1 future. The supersedeas bond should be immediately released to Defendants as it served as
2 security for the first appeal. Thus, the very plain language of NRCP 62(d)(1) defeats Ms. Chan's
3 attempt to have the bond carry over into her next misguided appeal. The bond must be released
4 to Defendants as it was posted as security to protect them during the pendency of Ms. Chan's
5 first appeal, and that first appeal only.
6

7 **OPPOSITION TO PLAINTIFF'S COUNTERMOTION FOR SUMMARY JUDGMENT**

8 **A. PLAINTIFF HAS NOT ADEQUATELY PLEAD FOR SUMMARY JUDGMENT**

9 Ms. Chan has failed to adequately plead for summary judgment in this matter. In Nevada,
10 motions for summary judgment must be accompanied by a statement demonstrating which facts
11 are undisputed. Pursuant to NRCP 56, a party who asserts that a fact cannot be genuinely
12 disputed supports such an assertion by "citing to particular parts of material on the record."¹⁸ In
13 other words, a party must cite to material on the record that shows that there is no genuine issue
14 of material fact. Ms. Chan cites to nothing in the record to support her three-sentence request for
15 summary judgment. This Court should deny Ms. Chan's counter-motion in its entirety for failing
16 to point to a single fact in support of her counter-motion. Moreover, Ms. Chan argues that there
17 are a multitude of facts dispelling Defendants motion for summary judgment. Yet, in the same
18 pleading, Ms. Chan claims that there are no material facts in dispute. She is arguing both sides,
19 claiming there are issues of material fact which must be sorted out yet there are also no issues of
20 material fact which must be sorted out. Her counter-motion makes no sense and even undermines
21 her own arguments.
22
23
24

25 **B. MS. CHAN HAS FAILED TO DEMONSTRATE ANY FACTS TO REBUT**
26 **SUMMARY JUDGMENT FINDING ABUSE OF PROCESS**

27
28

¹⁸ NRCP 56(c)(1)(A).

Summary judgment on the abuse of process claim is appropriate in favor of Defendants. Ms. Chan fails to rebut the request for summary judgment. Defendants successfully pointed to material on the record showing that Ms. Chan clearly had an ulterior motive and that she did improperly use the legal system to accomplish this ulterior motive. Ms. Chan desired to run up legal fees for Defendants in a misguided revenge scheme. To accomplish this, she filed a complaint in district court before she was contractually allowed to do so. The GLVAR mandates that disputes regarding commissions be subject to arbitration. Only after arbitration can a party seek to enforce or overturn an award by resorting to the district court. Ms. Chan even admits that she filed her civil complaint prior to arbitration by the GLVAR: “Before filing suit on or about September 27, 2016, I tried to take the matter to GLVAR, but they would not open up an arbitration case because no commission had been distributed.”¹⁹ Furthermore, this argument is completely bogus because the commissions had STILL not been distributed at the time the GLVAR arbitration actually took place. She could not wait to get into district court. She further admits that even after opening an arbitration case, she waited two months to file a motion to stay the case pending arbitration.²⁰ As if this were not enough, Ms. Chan filed an inappropriate appeal to the Supreme Court of Nevada attempting to appeal an order which was filed and entered six months after her appeal was initiated. Essentially, she tried to appeal two orders, one from September 2018 and another from March 2019, in one appeal. The Supreme Court of Nevada saw through this ruse immediately and determined that “the notice of appeal was untimely filed on April 22, 2019, more than 30 days after service of notice of entry of that order on September 21, 2018.”²¹ In other words, Ms. Chan has used the legal system inappropriately to accomplish her singular goal: to drive up costs until Defendants can no longer bear the expenses and knuckle

¹⁹ See Ms. Chan’s *Opposition* at 8:3-5.

²⁰ Id. At 8:5-8.

²¹ See **Exhibit “3”** at page 3.

1 under her prideful vendetta. Afterall, she does “have few hundred thousand in hand that [she] can
2 use. If [Defendants] are willing to go along with [her] to spend equal amount of money, then
3 [she] will be very happy to play their game.”²²
4

5 CONCLUSION

6 Defendants have tried to enforce the arbitration award since it was issued. Years have
7 passed since then and Ms. Chan continues her stubborn quest to avenge her pride. She claims
8 that this fight is motivated by a desire to right a societal wrong. However, her words and actions
9 tell a whole different story. Defendants have incurred thousands in legal fees trying to obtain
10 their ~\$10,000.00 in commission. This Court has also awarded a initial award of attorney’s fees
11 against Ms. Chan for her actions. Since Defendants are still pursuing the enforcement of the
12 arbitration award, they are still entitled to have their fees paid by Ms. Chan. Ms. Chan has also
13 purposefully abused the legal system to coerce Defendants into backing down and conceding the
14 commission to her. When will enough be enough for Ms. Chan? She has lost the battle over the
15 commissions several times now. She has had a preliminary award of attorney’s fees awarded
16 against her. She has been forced to post a ~\$30,000.00 supersedeas bond which must now be
17 relinquished to the Defendants. This Court should help put an end to this matter by granting
18 summary judgment and awarding Defendants the remainder of their fees and costs.
19
20

21 DATED this 13th day of JULY 2020.

22 BLACKROCK LEGAL

23 /s/Keith D. Routsong, Esq.

24 MICHAEL A. OLSEN, ESQ.

25 Nevada Bar No. 6076

26 THOMAS R. GROVER, ESQ.

27 Nevada Bar No. 12387

28 KEITH D. ROUTSONG, ESQ.

Nevada Bar No. 14944

²² Exhibit “1”.

EXHIBIT “1”

6/29/2016

Gmail - (no subject)



Betty Chan <aaroffer@gmail.com>

(no subject)

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

Fri, Feb 5, 2016 at 6:01 PM

To: aaroffer@gmail.com

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

9-8
1-9
1/1

EXHIBIT “2”

Greater Las Vegas Association of REALTORS®
1750 E. Sahara AV., Las Vegas, NV 89104
(702) 784-5052

REQUEST AND AGREEMENT TO ARBITRATE (MEMBER)
**PAGES 2, 3, 4 AND 5 MUST BE COMPLETED, SIGNED AND SUBMITTED
WITH A SUMMARY AND SUPPORTING DOCUMENTS
OR YOUR COMPLAINT WILL BE RETURNED TO YOU.**

DATE: 11/9/2016

CASE NUMBER: 16201A (assigned by GLVAR® staff)

1. The undersigned, by becoming and remaining a member of the Greater Las Vegas Association of REALTORS®, (or participate in its MLS), has previously consented to arbitration through the Association under its Rules and regulations.
2. Each person named below is a member in good standing of the Association or was a member at the time the dispute arose.
3. A dispute arising out of the real estate business as defined by Article 17 of the Code of Ethics exists between me (or my firm) and (list all persons and/or firms you wish to name as respondents to this arbitration):*

PLEASE NAME RESPONDENTS:

Judith Sullivan, Principal Broker of Nevada Real Estate Corp. Company
Wayne Wu, Agent of Nevada Real Estate Corp. Company

(Note: Arbitration is generally conducted between REALTORS® (principals) or between firms comprised of REALTOR® principals.)

4. There is due, unpaid, and owing to me (or I retain) from the above named person(s) the sum of \$ 13,795.32. My claim is predicated upon the statement attached, marked Exhibit "1", and supporting documents which are incorporated by reference into this application. **DO NOT STAPLE** your packet - turn in original complaint form and copies of supporting documents.
disputed funds are held by First American Title: Escrow No. 112-24908656.

Parties are strongly encouraged to provide any and all documents and evidence they intend to introduce during the hearing to the other party(ies) and to the association prior to the day of the hearing. Providing documents and evidence in advance can expedite the hearing process and prevent costly, unnecessary continuances.

5. I request and consent to arbitration through the Association in accordance with the *Code of Ethics and Arbitration Manual* (alternatively, "in accordance with the professional standards procedures set forth in the bylaws of the Board"). I agree to abide by the arbitration award and, if I am the non-prevailing party, to, within ten (10) days following transmittal of the award, either (1) pay the award to the party(ies) named in the award or (2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or to deposit the funds in the escrow or trust account within this time period may be considered a violation of a membership duty and may subject the member to disciplinary action at the discretion of the Board of Directors consistent with Section 53, The Award, *Code of Ethics and Arbitration Manual*.

In the event I do not comply with the award and it is necessary for any party to obtain judicial confirmation and enforcement of the award against me, I agree to pay that party costs and reasonable attorney's fees incurred in obtaining such confirmation and enforcement.

6. I have enclosed my check in the sum of \$500.00 for the arbitration filing deposit of commissions of \$501.00 and above. I have enclosed my check in the sum of \$100.00 for the arbitration filing deposit of commissions \$500.00 and below which I understand is refundable to the prevailing party or if arbitration does not take place.
7. I understand that I may be represented by counsel and that I must provide written notice no less than (15) fifteen days before the hearing of the name, address and phone number of my attorney to all parties and the Association. Failure to provide this notice may result in a continuance of the hearing, if the Hearing Panel determines that the rights of the other party (ies) require representation.

All parties appearing at a hearing may be called as a witness without advance notice.

Notice of witnesses and legal and/or REALTOR® Counsel must be submitted at least 15 days prior to the hearing date. Each party shall arrange for his witnesses to be present at the time and place designates for the hearing. The following REALTOR® non-principal (or REALTOR-ASSOCIATE® nonprincipal) affiliated with my firm has a financial interest in the outcome of the proceeding and has the right to be present throughout the hearing:

8. I declare this application and the allegations contained herein are true and correct to the best of my knowledge and belief and this request for arbitration is filed within one hundred eighty (180) days after the closing of the transaction, if any, or within one hundred eighty (180) days after the facts constituting the arbitrable matter could have been in the exercise of reasonable diligence, whichever is later.
9. If either party to an arbitration request believes that the Grievance Committee has incorrectly classified the issue presented in the request (i.e., mandatory or voluntary), the party has twenty (20) days from the date of receipt of the Grievance Committee's decision to file a written appeal of the decision. Only those materials that the Grievance Committee had at the time of its determination may be considered with the appeal by the Board of Directors.
10. Are the circumstances giving rise to this arbitration request the subject of civil litigation? ☒ Yes ☐ No
11. Important note related to arbitration conducted pursuant to Standards of Practice 17-4 (1) or (2): Where arbitration is conducted between two (or more) cooperating brokers pursuant to Standards of Practice 17-4 (1) or (2), the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the respondent by the listing broker, seller, or landlord and any amount credited or paid to a party to the transaction at the direction of the respondent.
12. Address of the property in the transaction given rise to this arbitration request
477 Cabral Peak Street, Las Vegas, NV89138
13. The sale/lease closed on: May 27 2016

Agreements to arbitrate are irrevocable except as otherwise provided under state law.

By submission of this complaint and / or response, I consent to receive communications sent from the Greater Las Vegas Association of REALTORS® via U.S. Mail, e-mail telephone or facsimile at the numbers and locations noted by you on this form. This permission includes all future U.S. mailing address, e-mail, telephone, which I might supply to the Greater Las Vegas Association of REALTORS®. Permission continues until / unless specifically revoked, in writing, to the Greater Las Vegas Association of REALTORS®.

Signature (Broker): Betty Chan
Broker's Name (print): Betty Chan
Company: Asian American Realty & Property Management
Address: 4651 Spring Mountain Road, Las Vegas, NV 89102

Signature (Agent): Betty Chan
Agent's Name (print): Betty Chan
Company: Asian American Realty & Property Management
Address: 4651 Spring Mountain Road, Las Vegas, NV 89102

Telephone: (702) 222-0078

Telephone: (702) 222-0078

NOTE: This Association offers voluntary mediation, binding only if parties reach a written, signed settlement.

Rev 2/5/16 JK

EXHIBIT “3”

IN THE SUPREME COURT OF THE STATE OF NEVADA

BETTY CHAN; AND ASIAN
AMERICAN REALTY & PROPERTY
MANAGEMENT,

Appellants,

vs.

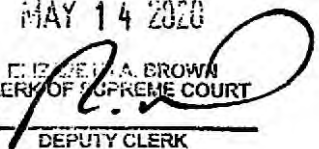
WAYNE WU; JUDITH SULLIVAN;
NEVADA REAL ESTATE CORP.;
JERRIN CHIU; AND KB HOME SALES-
NEVADA INC.,

Respondents.

No. 78666

FILED

MAY 14 2020

C. J. BROWN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

ORDER DISMISSING APPEAL

This court previously ordered appellants to show cause why this appeal should not be dismissed for lack of jurisdiction. Appellants have filed a response and respondents have filed a reply.¹

First, it appeared that the March 22, 2019, order may not be appealable under NRS 38.247(1)(c) as an order confirming an arbitration award because that order does not actually confirm an arbitration award. The order merely states that it affirms the previous confirmation order, entered September 18, 2018. To the extent the March 22, 2019, order can be construed as an order confirming the arbitration award, it appeared superfluous and unappealable. *See Campos-Garcia v. Johnson*, 130 Nev. 610, 331 P.3d 890 (2014).

Appellants seem to assert that the March 22, 2019, order substantively amended the September 18, 2018, order and is thus appealable as an amended judgment. *See* NRAP 4(a)(5). But the March 22,

¹Appellants' motion to strike the reply or for leave to file a sur-reply is denied.

2019, order does not amend the confirmation of the arbitration award. To the extent appellants challenge only the portion of the March 22, 2019, order declaring Wu to be the procuring cause, no statute or court rule allows an appeal from an order declaring someone to be a procuring cause.² See *Brown v. MHC Stagecoach, LLC*, 129 Nev. 343, 345, 301 P.3d 850, 851 (2013) (this court “may only consider appeals authorized by statute or court rule”). And the order is not appealable under NRS 38.247(1)(c) because it does not actually confirm an arbitration award.

Second, it appeared that the March 22, 2019, order may not be appealable pursuant to NRS 38.247(1)(f) as a final judgment entered under NRS 38.206-.248 because appellants’ claims against KB Home Sales-Nevada Inc. and respondents’ counterclaims remained pending in the district court. Appellants respond that the finality requirements of NRS 38.247(1)(f) are inapplicable because the appeal challenges the confirmation of an arbitration award and pending claims do not defeat jurisdiction. Accordingly, appellants appear to concede that the March 22, 2019, order is not appealable under NRS 38.247(1)(f).³

²It appears appellants may also contend that the March 22, 2019, order is appealable as a special order after final judgment. See NRAP 3A(b)(8). However, appellants do not dispute that no final judgment has been entered in this action. In the absence of a final judgment, there can be no special order after final judgment.

³This court also identified two other potential jurisdictional defects—it appeared the notice of appeal was improperly filed by appellant Betty Chan, a non-attorney, on behalf of appellant Asian American Realty & Property Management, and the notice of appeal may have been prematurely filed prior to the resolution of a pending tolling motion. Given the conclusion that the March 22, 2019, order is not appealable, these issues are not discussed further.

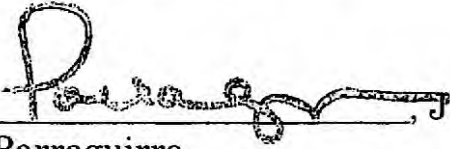
Appellants also seem to assert that the notice of appeal was timely filed from the September 18, 2018, order confirming arbitration award. That order was not identified in the notice of appeal and it does not appear reasonable to interpret the notice of appeal and the documents filed therewith as challenging that order. *See Abdullah v. State*, 129 Nev. 86, 90–91, 294 P.3d 419, 421 (2013) (stating the general rule that an order not included in the notice of appeal is not considered on appeal but recognizing that an appeal will not be dismissed if an intent to appeal from a judgment “can be reasonably inferred and the respondent is not misled”). However, even if the notice of appeal is construed as a challenge to the September 18, 2018, order, the notice of appeal was untimely filed on April 22, 2019, more than 30 days after service of notice of entry of that order on September 21, 2018. *See* NRAP 4(a)(1) (providing that a notice of appeal must be filed within 30 days after service of notice of entry of the order challenged on appeal); NRS 38.247(2) (providing that appeals from orders confirming an arbitration award are to be taken “as from an order or a judgment in a civil action”).

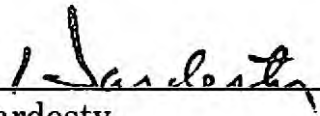
Appellants filed an amended notice of appeal on April 6, 2020, that purports to appeal from the March 22, 2019, order, a March 10, 2020, order, and “[a]ll prior court judgments, orders, rulings, and decisions” previously entered by the district court and that appellants are aggrieved by. To the extent this amended notice of appeal can be construed as an appeal from the September 18, 2018, order, the notice of appeal was untimely filed. The March 22, 2019, order is not independently appealable as discussed above. And the March 10, 2020, order, which grants in part a motion to resolve a pending motion, denies a motion for reconsideration,

denies a motion for summary judgment, and denies a motion to certify a judgment as final under NRCP 54(b), is also not substantively appealable.

Accordingly, it appears that this court lacks jurisdiction and this court

ORDERS this appeal DIMISSED.⁴


Parraguirre

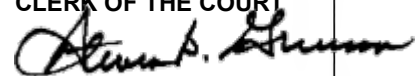

Hardesty


Cadish

cc: Hon. Eric Johnson, District Judge
James A. Kohl, Settlement Judge
Frizell Law Firm, PLLC
Wood, Smith, Henning & Berman, LLP/Las Vegas
Blackrock Legal, LLC
Eighth District Court Clerk

⁴Respondents' request for attorney fees incurred on appeal is denied.

EXHIBIT “4”



ORDR

R. DUANE FRIZELL, ESQ.

Nevada Bar No. 9807

FRIZELL LAW FIRM

400 N. Stephanie St., Suite 265

Henderson, Nevada 89014

Office (702) 657-6000

Facsimile (702) 657-0065

dfrizell@frizelllaw.com

Attorney for Plaintiffs/

Counter-Defendants

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

BETTY CHAN and ASIAN
AMERICAN REALTY &
PROPERTY MANAGEMENT,

Plaintiffs,

vs.

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

Defendants.

CASE NO: A-16-744109-C

DEPT NO: 20

ORDER ON PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL

On May 1, 2019, the Court heard Plaintiffs' Motion to Stay Execution Pending Appeal
(filed Apr. 24, 2019) [hereinafter the "Motion"]. Present at the hearing were the following:

For Plaintiffs: R. Duane Frizell, Esq.

For Defendants: Michael A. Olsen, Esq.

~~Thomas R. Grover, Esq.~~ 

~~Keith D. Routsong, Esq.~~ 

Having reviewed Plaintiffs' Motion, Defendants' Opposition and Countermotion, the
other pleadings and papers on file with the Court, and the arguments of counsel, the Court finds
just, good, and sufficient cause for granting the Motion pursuant to the following terms:

1. Plaintiffs' Motion is hereby GRANTED.


1 2. Pursuant to NRCP 62(d)(1)-(2), a supersedeas (or cash) bond is hereby set in the
2 amount of \$ 33,533 75, which the Court finds to be a fair and
3 just "amount that will permit full satisfaction of the judgment." *Nelson v. Heer*,
4 121 Nev. 832, 834, 122 P.3d 1252, 1253 (2005).

5 3. Plaintiffs hereby have until May 10, 2019 at 5:50 a.m./(p.m.) to
6 post the supersedeas (or cash) bond set in the preceding paragraph, and execution
7 upon any judgment or order of this Court is hereby stayed until that date and time.

8 4. Upon the posting of the supersedeas (or cash) bond, execution shall be stayed
9 pending appeal and until the appeal is fully disposed of and a remittitur issued by
10 the Nevada Supreme Court or the Nevada Court of Appeals to this Court, and
11 thereafter as allowed by law.

12 5. *Defendants counter motion as denied, without prejudice.*
13 IT IS SO ORDERED.

14 DATED: May 1, 2019.

15
16
17 
18 DISTRICT COURT JUDGE
CASE NO. A-16-744109-C

19 *Submitted by:*

20 FRIZELL LAW FIRM

21
22 By: 

23 R. DUANE FRIZELL, ESQ.
24 *Attorney for Plaintiffs/
Counter-Defendants*

25 *Approved*
26 
27 *Attorney for defendant*
28

EXHIBIT “5”

Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS®

Effective January 1, 2017

Where the word REALTORS® is used in this Code and Preamble, it shall be deemed to include REALTOR-ASSOCIATE®S.

While the Code of Ethics establishes obligations that may be higher than those mandated by law, in any instance where the Code of Ethics and the law conflict, the obligations of the law must take precedence.

Preamble

Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. REALTORS® should recognize that the interests of the nation and its citizens require the highest and best use of the land and the widest distribution of land ownership. They require the creation of adequate housing, the building of functioning cities, the development of productive industries and farms, and the preservation of a healthful environment.

Such interests impose obligations beyond those of ordinary commerce. They impose grave social responsibility and a patriotic duty to which REALTORS® should dedicate themselves, and for which they should be diligent in preparing themselves. REALTORS®, therefore, are zealous to maintain and improve the standards of their calling and share with their fellow REALTORS® a common responsibility for its integrity and honor.

In recognition and appreciation of their obligations to clients, customers, the public, and each other, REALTORS® continuously strive to become and remain informed on issues affecting real estate and, as knowledgeable professionals, they willingly share the fruit of their experience and study with others. They identify and take steps, through enforcement of this Code of Ethics and by assisting appropriate regulatory bodies, to eliminate practices which may damage the public or which might discredit or bring dishonor to the real estate profession. REALTORS® having direct personal knowledge of conduct that may violate the Code of Ethics involving misappropriation of client or customer funds or property, willful discrimination, or fraud resulting in substantial economic harm, bring such matters to the attention of the appropriate Board or Association of REALTORS®. (Amended 1/00)

Realizing that cooperation with other real estate professionals promotes the best interests of those who utilize their services, REALTORS® urge exclusive representation of clients; do not attempt to gain any unfair advantage over their competitors; and they refrain from making unsolicited comments about other practitioners. In instances where their opinion is sought, or where REALTORS® believe that comment is necessary, their opinion is offered in an objective, professional manner, uninfluenced by any personal motivation or potential advantage or gain.

The term REALTOR® has come to connote competency, fairness, and high integrity resulting from adherence to a lofty ideal of moral conduct in business relations. No inducement of profit and no instruction from clients ever can justify departure from this ideal.

In the interpretation of this obligation, REALTORS® can take no safer guide than that which has been handed down through the centuries, embodied in the Golden Rule, "Whatsoever ye would that others should do to you, do ye even so to them."

Accepting this standard as their own, REALTORS® pledge to observe its spirit in all of their activities whether conducted personally, through associates or others, or via technological means, and to conduct their business in accordance with the tenets set forth below. (Amended 1/07)

Duties to Clients and Customers

Article 1

When representing a buyer, seller, landlord, tenant, or other client as an agent, REALTORS® pledge themselves to protect and promote the interests of their client. This obligation to the client is primary, but it does not relieve REALTORS® of their obligation to treat all parties honestly. When serving a buyer, seller, landlord, tenant or other party in a non-agency capacity, REALTORS® remain obligated to treat all parties honestly. (Amended 1/01)

• Standard of Practice 1-1

REALTORS®, when acting as principals in a real estate transaction, remain obligated by the duties imposed by the Code of Ethics. (Amended 1/93)

• Standard of Practice 1-2

The duties imposed by the Code of Ethics encompass all real estate-related activities and transactions whether conducted in person, electronically, or through any other means.

The duties the Code of Ethics imposes are applicable whether REALTORS® are acting as agents or in legally recognized non-agency capacities except that any duty imposed exclusively on agents by law or regulation shall not be imposed by this Code of Ethics on REALTORS® acting in non-agency capacities.

As used in this Code of Ethics, "client" means the person(s) or entity(ies) with whom a REALTOR® or a REALTOR®'s firm has an agency or legally recognized non-agency relationship; "customer" means a party to a real estate transaction who receives information, services, or benefits but has no contractual relationship with the REALTOR® or the REALTOR®'s firm; "prospect" means a purchaser, seller, tenant, or landlord who is not subject to a representation relationship with the REALTOR® or REALTOR®'s firm; "agent" means a real estate licensee (including brokers and sales associates) acting in an agency relationship as defined by state law or regulation; and "broker" means a real estate licensee (including brokers and sales associates) acting as an agent or in a legally recognized non-agency capacity. (Adopted 1/95, Amended 1/07)

• Standard of Practice 1-3

REALTORS®, in attempting to secure a listing, shall not deliberately mislead the owner as to market value.

• Standard of Practice 1-4

REALTORS®, when seeking to become a buyer/tenant representative, shall not mislead buyers or tenants as to savings or other benefits that might be realized through use of the REALTOR®'s services. (Amended 1/93)

• Standard of Practice 1-5

REALTORS® may represent the seller/landlord and buyer/tenant in the

• **Standard of Practice 16-6**

When REALTORS® are contacted by the client of another REALTOR® regarding the creation of an exclusive relationship to provide the same type of service, and REALTORS® have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. *(Amended 1/98)*

• **Standard of Practice 16-7**

The fact that a prospect has retained a REALTOR® as an exclusive representative or exclusive broker in one or more past transactions does not preclude other REALTORS® from seeking such prospect's future business. *(Amended 1/04)*

• **Standard of Practice 16-8**

The fact that an exclusive agreement has been entered into with a REALTOR® shall not preclude or inhibit any other REALTOR® from entering into a similar agreement after the expiration of the prior agreement. *(Amended 1/98)*

• **Standard of Practice 16-9**

REALTORS®, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. *(Amended 1/04)*

• **Standard of Practice 16-10**

REALTORS®, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. *(Amended 1/04)*

• **Standard of Practice 16-11**

On unlisted property, REALTORS® acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. *(Amended 1/04)*

REALTORS® shall make any request for anticipated compensation from the seller/landlord at first contact. *(Amended 1/98)*

• **Standard of Practice 16-12**

REALTORS®, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. *(Amended 1/04)*

• **Standard of Practice 16-13**

All dealings concerning property exclusively listed, or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client.

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, REALTORS® shall ask prospects whether they are a party to any exclusive representation agreement. REALTORS® shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. *(Adopted 1/93, Amended 1/04)*

• **Standard of Practice 16-14**

REALTORS® are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. *(Amended 1/98)*

• **Standard of Practice 16-15**

In cooperative transactions REALTORS® shall compensate cooperating REALTORS® (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other REALTORS® without the prior express knowledge and consent of the cooperating broker.

• **Standard of Practice 16-16**

REALTORS®, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers nor make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation. *(Amended 1/04)*

• **Standard of Practice 16-17**

REALTORS®, acting as subagents or as buyer/tenant representatives or brokers, shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker. *(Amended 1/04)*

• **Standard of Practice 16-18**

REALTORS® shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. *(Amended 1/02)*

• **Standard of Practice 16-19**

Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord. *(Amended 1/93)*

• **Standard of Practice 16-20**

REALTORS®, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude REALTORS® (principals) from establishing agreements with their associated licensees governing assignability of exclusive agreements. *(Adopted 1/98, Amended 1/10)*

Article 17

In the event of contractual disputes or specific non-contractual disputes as defined in Standard of Practice 17-4 between REALTORS® (principals) associated with different firms, arising out of their relationship as REALTORS®, the REALTORS® shall mediate the dispute if the Board requires its members to mediate. If the dispute is not resolved through mediation, or if mediation is not required, REALTORS® shall submit the dispute to arbitration in accordance with the policies of the Board rather than litigate the matter.

In the event clients of REALTORS® wish to mediate or arbitrate contractual disputes arising out of real estate transactions, REALTORS® shall mediate or arbitrate those disputes in accordance with the policies of the Board, provided the clients agree to be bound by any resulting agreement or award.

The obligation to participate in mediation and arbitration contemplated by this Article includes the obligation of REALTORS® (principals) to cause their firms to mediate and arbitrate and be bound by any resulting agreement or award. *(Amended 1/12)*

• **Standard of Practice 17-1**

The filing of litigation and refusal to withdraw from it by REALTORS® in an arbitrable matter constitutes a refusal to arbitrate. *(Adopted 2/86)*

• **Standard of Practice 17-2**

Article 17 does not require REALTORS® to mediate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to mediate through the Board's facilities. The fact that all parties decline to participate in mediation does not relieve REALTORS® of the duty to arbitrate.

Article 17 does not require REALTORS® to arbitrate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to arbitrate before the Board. *(Amended 1/12)*

• **Standard of Practice 17-3**

REALTORS®, when acting solely as principals in a real estate transaction, are not obligated to arbitrate disputes with other REALTORS® absent a specific written agreement to the contrary. *(Adopted 1/96)*

• **Standard of Practice 17-4**

Specific non-contractual disputes that are subject to arbitration pursuant to Article 17 are:

- 1) Where a listing broker has compensated a cooperating broker and another cooperating broker subsequently claims to be the procuring cause of the sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. When arbitration occurs between two (or more) cooperating brokers and where the listing broker is not a party, the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the respondent by the listing broker and any amount credited or paid to a party to the transaction at the direction of the respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. *(Adopted 1/97, Amended 1/07)*
- 2) Where a buyer or tenant representative is compensated by the seller or landlord, and not by the listing broker, and the listing broker, as a result, reduces the commission owed by the seller or landlord and, subsequent to such actions, another cooperating broker claims to be the procuring cause of sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. When arbitration occurs between two (or more) cooperating brokers and where the listing broker is not a party, the amount in dispute and the amount of any potential resulting award is limited to the amount paid to the respondent by the seller or landlord and any amount credited or paid to a party to the transaction at the direction of the respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. *(Adopted 1/97, Amended 1/07)*

- 3) Where a buyer or tenant representative is compensated by the buyer or tenant and, as a result, the listing broker reduces the commission owed by the seller or landlord and, subsequent to such actions, another cooperating broker claims to be the procuring cause of sale or lease. In such cases the complainant may name the first cooperating broker as respondent and arbitration may proceed without the listing broker being named as a respondent. Alternatively, if the complaint is brought against the listing broker, the listing broker may name the first cooperating broker as a third-party respondent. In either instance the decision of the hearing panel as to procuring cause shall be conclusive with respect to all current or subsequent claims of the parties for compensation arising out of the underlying cooperative transaction. *(Adopted 1/97)*

- 4) Where two or more listing brokers claim entitlement to compensation pursuant to open listings with a seller or landlord who agrees to participate in arbitration (or who requests arbitration) and who agrees to be bound by the decision. In cases where one of the listing brokers has been compensated by the seller or landlord, the other listing broker, as complainant, may name the first listing broker as respondent and arbitration may proceed between the brokers. *(Adopted 1/97)*

- 5) Where a buyer or tenant representative is compensated by the seller or landlord, and not by the listing broker, and the listing broker, as a result, reduces the commission owed by the seller or landlord and, subsequent to such actions, claims to be the procuring cause of sale or lease. In such cases arbitration shall be between the listing broker and the buyer or tenant representative and the amount in dispute is limited to the amount of the reduction of commission to which the listing broker agreed. *(Adopted 1/05)*

• **Standard of Practice 17-5**

The obligation to arbitrate established in Article 17 includes disputes between REALTORS® (principals) in different states in instances where, absent an established inter-association arbitration agreement, the REALTOR® (principal) requesting arbitration agrees to submit to the jurisdiction of, travel to, participate in, and be bound by any resulting award rendered in arbitration conducted by the respondent(s) REALTOR®'s association, in instances where the respondent(s) REALTOR®'s association determines that an arbitrable issue exists. *(Adopted 1/07)*

Explanatory Notes

The reader should be aware of the following policies which have been approved by the Board of Directors of the National Association:

In filing a charge of an alleged violation of the Code of Ethics by a REALTOR®, the charge must read as an alleged violation of one or more Articles of the Code. Standards of Practice may be cited in support of the charge.

The Standards of Practice serve to clarify the ethical obligations imposed by the various Articles and supplement, and do not substitute for, the Case Interpretations in *Interpretations of the Code of Ethics*.

Modifications to existing Standards of Practice and additional new Standards of Practice are approved from time to time. Readers are cautioned to ensure that the most recent publications are utilized.

EXHIBIT “6”

The Code of Ethics – Our Promise of Professionalism

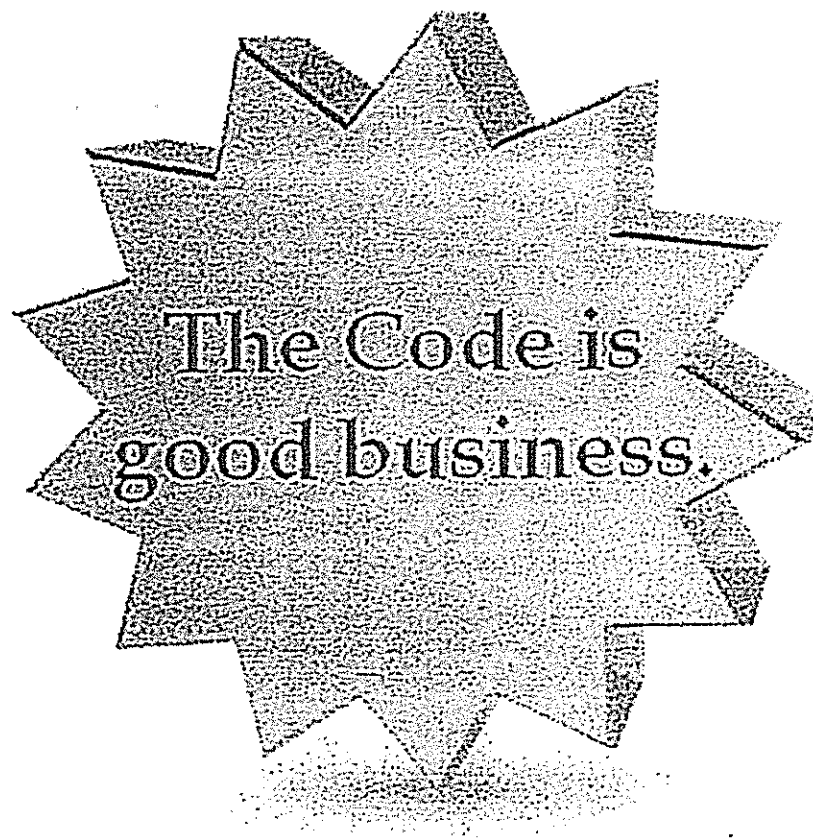
CE.5424000-RE
For (3) Ethics Credit Hours



The Code of Ethics: Our Promise of Professionalism

The REALTORS® Code of Ethics Member Education Program

Participant's Guide



Part 5: Summaries and Case Studies of Selected Articles of the Code of Ethics

4. Article 17

- REALTORS® (principals) are required to arbitrate contractual and specific non-contractual disputes identified in Standard of Practice 17-4 that they have with REALTORS® (principals) in other firms.
- REALTORS® clients may invoke mandatory arbitration with their REALTOR® (principal).
- REALTORS® are obligated to cause their firms to arbitrate.

EXHIBIT “7”

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



Invoice

BILL TO

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

INVOICE #	DATE	TOTAL DUE		ENCLOSED
11271	04/30/2020	\$9,602.31		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
04/02/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and analysis of settlement offer and counter offer to the same.	450.00	0:24	180.00
04/03/2020	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on settlement offer; review strategy for going after Bond if Appeal is dismissed.	450.00	0:36	270.00
04/06/2020	Keith Routsong:Contingency Review amended notice of appeal.	250.00	0:12	50.00
04/06/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and analysis of Amended Notice of Appeal; instruct associate to review whether the same is procedurally proper.	450.00	0:36	270.00
04/07/2020	Keith Routsong:Contingency Began drafting facts for response.	250.00	0:36	150.00
04/07/2020	Keith Routsong:Contingency Began reviewing case law and status of service of previous orders in preparation for drafting legal arguments.	250.00	1:12	300.00
04/07/2020	Keith Routsong:Contingency Began drafting legal argument that service of the Notice of Entry of Orders were served properly.	250.00	1:00	250.00
04/07/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review in detail amended Notice of Appeal; follow up with associate re: [REDACTED]; review Response to Order to Show Cause; follow up with associate re: [REDACTED]	450.00	0:54	405.00
04/07/2020	THOMAS R. GROVER, ESQ.:\$350 Receive and review Response to Order to Show Cause	350.00	0:12	70.00
04/07/2020	Keith Routsong:Contingency Review of response to order to show cause filed by opposing counsel.	250.00	1:00	250.00
04/08/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and analysis of arguments for reply to Supreme Court.	450.00	0:42	315.00
04/08/2020	Keith Routsong:Contingency Review case law cited by opposing counsel in response to OSC.	250.00	1:06	275.00
04/13/2020	MICHAEL A. OLSEN, ESQ.:Contingency Confirm service of Sept 2018 Order and Notice of Entry of Order; review strategy moving forward with appeal and Response brief due.	450.00	0:36	270.00
04/13/2020	Christine Manning:Contingency Prepared screen shots for exhibits; forwarded to attorney.	100.00	0:24	40.00
04/13/2020	Christine Manning:Contingency Reviewed past filings for receipt of service to opposing counsel; forwarded to attorney.	100.00	0:30	50.00
04/14/2020	Keith Routsong:Contingency Continued drafting factual portion of response to OSC to include recent hearings in district court and amended notice of appeal.	250.00	1:36	400.00
04/14/2020	Keith Routsong:Contingency Continued drafting first legal argument [REDACTED]	250.00	0:54	225.00
04/14/2020	Keith Routsong:Contingency Continued review of pleadings, OSC and notices for legal arguments/ facts.	250.00	1:06	275.00
04/14/2020	Keith Routsong:Contingency Began drafting second legal argument re: [REDACTED]	250.00	1:12	300.00

6 Appx 001273

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
04/14/2020	Keith Routsong:Contingency Began drafting third legal argument re: [REDACTED]	250.00	1:18	325.00
04/15/2020	Keith Routsong:Contingency Began drafting legal argument that Ms. Chan cannot file appeal on behalf of entity. Begin review of case law re: [REDACTED]	250.00	0:42	175.00
04/15/2020	MICHAEL A. OLSEN, ESQ.:Contingency Conference with associate re: [REDACTED]; review strategy for knocking out late filed amended notice of appeal.	450.00	0:36	270.00
04/16/2020	Keith Routsong:Contingency Research on appellate procedure for award of attorney's fees for frivolous appeals.	250.00	0:48	200.00
04/16/2020	Keith Routsong:Contingency Drafted portion of reply for attorney's fees through the appeal.	250.00	1:12	300.00
04/16/2020	Keith Routsong:Contingency Revisions and additions to legal argument regarding pending counterclaims.	250.00	1:18	325.00
04/16/2020	Keith Routsong:Contingency Finished drafting legal argument regarding non-attorney filing appeal on behalf of entity. Reviewed past proceedings for relevant information.	250.00	1:30	375.00
04/16/2020	Keith Routsong:Contingency Revisions and edits to legal arguments for reply. Drafted conclusion.	250.00	1:00	250.00
04/17/2020	Keith Routsong:Contingency Compile tentative exhibits. Revise footnotes for final draft.	250.00	0:48	200.00
04/17/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and revise Supreme Court brief; response.	450.00	1:06	495.00
04/20/2020	Keith Routsong:Contingency Reviewed and incorporated MAO edits into draft reply. Added argument re: [REDACTED]	250.00	1:12	300.00
04/20/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review, re-draft and revise Response to Reply to OSC from Supreme Court; review exhibits for the same.	450.00	0:48	360.00
04/20/2020	Keith Routsong:Contingency Determine amount of fees incurred for the appeal only. Created invoices and redacted for privilege and any fees not related to the appeal.	250.00	2:00	500.00
04/20/2020	Vicki Pyne:Contingency Reviewed and imported Plaintiff's Notice of Amended Appeal electronically filed with the Nevada Supreme Court	150.00	0:12	30.00
04/20/2020	Julian Campbell:\$100 Prepared certificate of service.; Electronically filed and served documents on the supreme court	100.00	0:36	60.00
04/21/2020	Keith Routsong:Contingency Review and reply to email re: [REDACTED] Review documents for correct information and proper service.	250.00	0:36	150.00
04/21/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and respond to email from opposing counsel; review and revise Errata for filing.	450.00	0:24	180.00
04/21/2020	Keith Routsong:Contingency Drafted errata to reply to response to OSC.	250.00	1:12	300.00
04/21/2020	Christine Manning:Contingency Prepared Reply document for service to opposing counsel.	100.00	0:18	30.00
04/21/2020	Christine Manning:Contingency Reviewed and imported documents from court.	100.00	0:12	20.00
04/22/2020	Keith Routsong:Contingency Instructions to paralegal re: errata.	250.00	0:12	50.00
04/22/2020	Julian Campbell:\$100 Prepared Certificate of Service; Electronically filed and served Errata on the supreme court	100.00	0:36	60.00
04/23/2020	Christine Manning:Contingency Prepared Errata document for service to opposing counsel.	100.00	0:18	30.00
04/23/2020	Christine Manning:Contingency Reviewed and imported documents from Supreme court.	100.00	0:12	20.00
04/30/2020	Keith Routsong:Contingency Reviewed opposing counsel's motion to strike.	250.00	0:24	100.00
04/30/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review additional brief filed by opposing counsel; follow up on whether we need to respond to the same.	450.00	0:18	135.00
04/30/2020	CLIENT COST REIMBURSEMENTS:Postage Postage	2.70	1	2.70

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
04/30/2020	CLIENT COST REIMBURSEMENTS: Westlaw Research Westlaw Online Legal Research	14.61	1	14.61

BALANCE DUE

\$9,602.31

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



Invoice

BILL TO

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

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

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

BALANCE DUE

\$755.00

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Las Vegas, NV 89147 US



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BILL TO

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

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

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

BALANCE DUE

\$181.00

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Las Vegas, NV 89147 US



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

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

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
01/02/2020	Keith Routsong:Contingency Drafted in additional language directed by MAO. Instructed paralegal to file the reply.	0.00	0:54	0.00
01/02/2020	Keith Routsong:Contingency Follow up on status of filing reply. Emails re: [REDACTED]	0.00	0:12	0.00
01/02/2020	Christine Manning:Contingency Prepared Certificate of Service for Response: Electronically filed and served documents to the court.	100.00	0:12	20.00
01/03/2020	Keith Routsong:Contingency Reviewed notice sent by Supreme Court clerk. Drafted motion for extension on time. Instructed paralegal to file the same.	0.00	1:42	0.00
01/03/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review revise and file Reply brief.	450.00	0:42	315.00
01/07/2020	Vicki Pyne:Contingency Reviewed and imported Order Granting Motion to Extend Time to file Respondents' Reply to Appellants' Response to Order to Show Cause electronically filed with the Court	150.00	0:12	30.00
01/08/2020	Keith Routsong:Contingency Reviewed recent filing by opposing counsel in district court. Reviewed clerk's notice of hearing.	0.00	0:30	0.00
01/10/2020	Keith Routsong:Contingency Began drafting Opposition to Motion to Formally Resolve Motion. Conducted legal research re: jurisdiction and application of NRAP 4(a)(6).	250.00	1:06	275.00
01/10/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review status for ruling by supreme court; review brief filed in District Court by opposing counsel; work on outline for reply.	450.00	1:30	675.00
01/14/2020	Keith Routsong:Contingency Finished drafting factual portion of opposition to motion to formally resolve.	250.00	0:30	125.00
01/14/2020	Keith Routsong:Contingency Finished drafting first legal argument in opposition re: [REDACTED]	250.00	0:54	225.00
01/14/2020	Keith Routsong:Contingency Drafting legal argument against district court's jurisdiction over this matter. Found relevant case law and statutes.	250.00	1:24	350.00
01/14/2020	Keith Routsong:Contingency Drafted overview, standard of review and statement of undisputed facts for countermotion for summary judgment on abuse of process claim.	250.00	1:48	450.00
01/15/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review, revise and re-draft Opposition to Motion for Certification and Countermotion for MSJ on Abuse of Process.	450.00	0:42	315.00
01/16/2020	Keith Routsong:Contingency Incorporated/ reviewed MAO edits. Reviewed status of service of reconsideration. Added additional language re: service and notice failure by opposing party.	250.00	0:54	225.00
01/16/2020	Keith Routsong:Contingency Final proofreading. Located and compiled all relevant exhibits. Filed the Opposition.	250.00	1:06	275.00
01/16/2020	MICHAEL A. OLSEN, ESQ.:Contingency Confirm filing and service of Opposition and Countermotion for Abuse of Process; no factual issues for summary judgment;	450.00	0:36	270.00

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
	review arguments for hearing.			
01/16/2020	Christine Manning:Contingency Prepared Certificate of Service for Opposition: Electronically filed and served documents to the court.	100.00	0:12	20.00
01/21/2020	MICHAEL A. OLSEN, ESQ.:Contingency Comprehensive review of pleadings; mark the same and draft outline of oral argument for hearing.	450.00	1:48	810.00
01/21/2020	Christine Manning:Contingency Prepared hearing Binder and index.	100.00	0:30	50.00
01/22/2020	Keith Routsong:Contingency Reviewed last minute opposition. Sent requested documents to MAO.	0.00	0:48	0.00
01/22/2020	MICHAEL A. OLSEN, ESQ.:Contingency Travel to and attend hearing on Motion to obtain Order on Motion to Reconsider; countermotion re: abuse of process.	450.00	2:24	1,080.00
01/22/2020	CLIENT COST REIMBURSEMENTS Cost Reimbursement - Parking	9.00	1	9.00
01/24/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review strategy for seeking recourse on abuse of process claim.	450.00	0:24	180.00
01/27/2020	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on proposed Order; review status of supreme court case.	450.00	0:36	270.00
01/31/2020	CLIENT COST REIMBURSEMENTS:Court Filing Fee-Wiznet Electronic Filing Fees	3.50	2	7.00
01/31/2020	CLIENT COST REIMBURSEMENTS:Postage Postage	0.80	1	0.80
01/31/2020	CLIENT COST REIMBURSEMENTS:Westlaw Research Westlaw Online Legal Research	16.92	1	16.92

BALANCE DUE

\$5,993.72

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



Invoice

BILL TO

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

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

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

6 Appx 001280

BALANCE DUE

\$3,955.00

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



Invoice

BILL TO

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

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

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

BALANCE DUE

\$3,935.00

6 Appx 001282

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



Invoice

BILL TO

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

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

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

BALANCE DUE

\$1,030.00

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



Invoice

BILL TO

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

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

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

BALANCE DUE

\$2,335.00

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Las Vegas, NV 89147 US



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BILL TO

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

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

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

BALANCE DUE

\$5,943.46

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BILL TO

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

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

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

BALANCE DUE

\$720.00

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Invoice

BILL TO

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

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

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

6 Appx 001287

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

BALANCE DUE

\$4,350.00

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BILL TO

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

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

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

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

BALANCE DUE

\$3,684.50

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Invoice

BILL TO

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

INVOICE #	DATE	TOTAL DUE	ENCLOSED
11271	04/30/2019	\$7,049.00	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
04/04/2019	MICHAEL A. OLSEN, ESQ.:Contingency Confirm Court's execution of Writ of Execution on OST; review strategy moving forward.	450.00	0:48	360.00
04/04/2019	Christine Manning:Contingency Prepared Notice of Entry of Order, electronically filed and served to the court.	100.00	0:18	30.00
04/05/2019	Keith Routsong:Contingency Reviewed recent filings by opposing party.	250.00	0:18	75.00
04/05/2019	Christine Manning:Contingency Prepared Certificate of Service for Motion and Notice: Prepared mailings: Electronically filed and served documents to the court.	100.00	0:18	30.00
04/08/2019	Keith Routsong:Contingency Reviewed multiple recent filings by opposing party and minute order vacating hearing on motion to reconsider. Began basic drafting of reply and opposition.	250.00	1:36	400.00
04/11/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review pleadings by Betty Chan, confirm they still have not been served on us; [REDACTED]	450.00	0:42	315.00
04/16/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review all pleadings and exhibits and draft oral argument for hearing on Motion for Writ of Execution.	450.00	1:12	540.00
04/17/2019	Keith Routsong:Contingency Drafted Order granting motion for writ of execution.	250.00	1:12	300.00
04/17/2019	Keith Routsong:Contingency Reviewed and incorporated MAO edits into order. [REDACTED]	250.00	1:06	275.00
04/17/2019	MICHAEL A. OLSEN, ESQ.:Contingency Travel to and attend hearing on Motion for Writ of Execution; motion granted; instruct associate re: [REDACTED]	450.00	2:48	1,260.00
04/17/2019	Keith Routsong:Contingency Began drafting Writ of Execution.	250.00	0:42	175.00
04/18/2019	Keith Routsong:Contingency Finalized order and sent to MAO. Instructed paralegal to send order to court.	250.00	0:18	75.00
04/18/2019	Keith Routsong:Contingency Finished research on writ of execution. Finished drafting writ and began drafting additional documents for writ.	250.00	1:18	325.00
04/18/2019	CLIENT COST REIMBURSEMENTS:Westlaw Research Parking Fee	9.00	1	9.00
04/19/2019	Keith Routsong:Contingency Finished drafting documents for writ of execution. Sent to MAO for review.	250.00	0:36	150.00
04/19/2019	Keith Routsong:Contingency Updated drafts of writ of execution and instructions to sheriff following discussion with MAO.	250.00	0:42	175.00
04/19/2019	MICHAEL A. OLSEN, ESQ.:Contingency Confirm NOE of Order; calendar date to trigger execution; review and revise Writ of Execution and instructions.	450.00	1:06	495.00
04/24/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review notice of appearance; Motion for Stay and research	450.00	0:48	360.00

6 Appx 001291

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
04/25/2019	alleged Notice of Appeal. Keith Routsong:Contingency Reviewed recent pleadings filed by opposing party and by new opposing counsel.	250.00	1:00	250.00
04/25/2019	Keith Routsong:Contingency Research service rules [REDACTED]	250.00	0:42	175.00
04/25/2019	Keith Routsong:Contingency Corrected error in writ of attachment. Re-filed. Instructed paralegal re: [REDACTED]	250.00	0:30	125.00
04/25/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review status of getting Writ of Execution to the Sheriff for execution tomorrow. [REDACTED] [REDACTED]	450.00	1:30	675.00
04/26/2019	Keith Routsong:Contingency Continue research on proper method of serving and executing on the writ. Drafted additional directions to constable. [REDACTED] [REDACTED]	250.00	1:54	475.00

BALANCE DUE

\$7,049.00

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Las Vegas, NV 89147 US



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BILL TO

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

INVOICE #	DATE	TOTAL DUE	ENCLOSED
11270	03/31/2019	\$3,269.17	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
03/01/2019	Keith Routsong:Contingency Began basic drafting of motion for writ of execution on funds held by GLVAR.	250.00	0:30	125.00
03/07/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review status of filing Order withdrawing as counsel.	450.00	0:24	180.00
03/08/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review Opposition to Motion to Reconsider.	450.00	0:48	360.00
03/13/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review whether Order has been filed granting withdrawal of counsel; review strategy moving forward; send our Order down for signature.	450.00	0:24	180.00
03/15/2019	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on getting our Order signed.	450.00	0:30	225.00
03/22/2019	MICHAEL A. OLSEN, ESQ.:Contingency Confirm Order has been filed: [REDACTED]	450.00	0:42	315.00
03/22/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review signed order granting Motion to Withdraw as counsel.	450.00	0:24	180.00
03/22/2019	Christine Manning:Contingency Prepared Notice of Entry of Order, electronically filed and served to the court.	100.00	0:18	30.00
03/25/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review and revise Motion for Writ of Execution and OST.	450.00	1:00	450.00
03/25/2019	Keith Routsong:Contingency Drafted additional legal argument for Motion for Writ of Execution. Conducted additional legal research re: [REDACTED]	119.047619	2:06	250.00
03/25/2019	Keith Routsong:Contingency Incorporated and compiled exhibits for Motion for Writ of Execution.	250.00	1:00	250.00
03/25/2019	Keith Routsong:Contingency Drafted Motion for Order Shortening time, Order Shortening Time and affidavit in support thereof.	192.3076923	1:18	250.00
03/25/2019	Christine Manning:Contingency Prepared Certificate of Service for Notice: Prepared mailings: Electronically filed and served documents to the court.	100.00	0:24	40.00
03/27/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review and revise Writ and OST; conference with client re: [REDACTED]	450.00	0:54	405.00
03/29/2019	CLIENT COST REIMBURSEMENTS:Westlaw Research Westlaw Online Legal Research	10.37	1	10.37
03/31/2019	CLIENT COST REIMBURSEMENTS:Postage Postage	1.30	1	1.30
03/31/2019	CLIENT COST REIMBURSEMENTS:Court Filing Fee-Wiznet Electronic Filing Fees	3.50	5	17.50

BALANCE DUE

\$3,269.17

6 Appx 001293

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Invoice

BILL TO

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

INVOICE #	DATE	TOTAL DUE	ENCLOSED
11269	02/28/2019	\$4,698.50	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
02/05/2019	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on hearing date on Motion to Withdraw; make sure our Order is being finalized granting fees so we can file it.	450.00	0:30	225.00
02/05/2019	Runner Service - Invoice #24246			26.00
02/11/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review Court request for Order granting withdrawal as counsel; work on Order granting fees	450.00	0:48	360.00
02/11/2019	Jane Mortenson:\$150 Made changes to Order for Summary Judgment added Attorney's Fees and Costs to the order.	150.00	1:12	180.00
02/12/2019	Jane Mortenson:\$150 Drafted Writ of Execution for Chan's Arbitration Award	150.00	1:12	180.00
02/12/2019	Jane Mortenson:\$150 Draft Writ of Execution for Chan's Arbitration Award	150.00	2:18	345.00
02/13/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review, re-draft and revise Order Granting Summary Judgment and Fees and Costs;	450.00	2:18	1,035.00
02/13/2019	Jane Mortenson:\$150 Finished Writ of Execution and put together exhibits.	150.00	0:54	135.00
02/13/2019	Jane Mortenson:\$150 Researched Rule of Law and Drafted Writ of Execution for Chan's Award	150.00	2:30	375.00
02/14/2019	Jane Mortenson:\$150 Made Changes to Order for Summary Judgment	150.00	0:42	105.00
02/19/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review whether Order to withdraw as counsel has been executed.	450.00	0:24	180.00
02/22/2019	MICHAEL A. OLSEN, ESQ.:Contingency final revisions to order granting MSJ and fees and costs; review pleading filed by Betty Chan to reconsider;	450.00	1:06	495.00
02/25/2019	MICHAEL A. OLSEN, ESQ.:Contingency Follow up again with opposing counsel re: filing of Order to Withdraw as counsel.	450.00	0:24	180.00
02/28/2019	THOMAS R. GROVER, ESQ.:\$350 Review all pleadings and relevant documents in preparation for hearing tomorrow.	350.00	2:30	875.00
02/28/2019	CLIENT COST REIMBURSEMENTS:Postage Postage	2.50	1	2.50

BALANCE DUE

\$4,698.50

6 Appx 001294

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BILL TO

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

INVOICE #	DATE	TOTAL DUE			ENCLOSED
11268	01/31/2019	\$408.50			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
01/04/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review and analysis of Motion to Withdraw; Ms. Chan's 4th counsel now withdrawing.	450.00	0:30	225.00
01/25/2019	MICHAEL A. OLSEN, ESQ.:Contingency Review hearing date for opposing counsel's withdrawal.	450.00	0:24	180.00
01/31/2019	CLIENT COST REIMBURSEMENTS: Court Filing Fee-Wiznet Wiz-net filing fee	3.50	1	3.50

BALANCE DUE

\$408.50

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Las Vegas, NV 89147 US



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

INVOICE #	DATE	TOTAL DUE			ENCLOSED
11266	12/31/2018	\$1,575.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
12/03/2018	CLIENT COST REIMBURSEMENTS: Transcript Request Drafting Order for Summary Judgment and attorney's fees	150.00	1:42	255.00
12/04/2018	Jane Mortenson: \$150 Finished up Draft for Order granting Summary Judgment and award of Fees	150.00	3:06	465.00
12/04/2018	Jane Mortenson: \$150 Draft Order for Summary Judgment and Award of Fees	150.00	3:36	540.00
12/13/2018	MICHAEL A. OLSEN, ESQ.: Contingency Continue work on Order granting Summary Judgment and Attorney's fees and costs.	450.00	0:42	315.00

BALANCE DUE

\$1,575.00

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BILL TO

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

INVOICE #	DATE	TOTAL DUE		ENCLOSED
10926	11/30/2018	\$1,200.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
11/07/2018	MICHAEL A. OLSEN, ESQ.:Flat Fee Follow up on status of Order; findings of fact and conclusions of law.	1,500.00	0:18	450.00
11/15/2018	Jane Mortenson:Contingency Drafting order for summary judgment, research case	88.2352941	1:42	150.00
11/15/2018	Jane Mortenson:Contingency Drafting Order for Summary Judgment on 31 Oct 18	46.875	3:12	150.00
11/30/2018	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on status of getting ruling from the Court re: our attorney's fees.	1,125.00	0:24	450.00

BALANCE DUE

\$1,200.00

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Las Vegas, NV 89147 US



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BILL TO

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

INVOICE #	DATE	TOTAL DUE	ENCLOSED
10707	10/31/2018	\$3,320.50	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
10/04/2018	Runner Service - Invoice #22524			90.00
10/15/2018	Keith Routsong:Contingency Began drafting Opposition to motion for extension	150.00	1:30	225.00
10/15/2018	Keith Routsong:Contingency Drafted Affidavit for MAO to accompany Opposition to Motion for Extension.	150.00	0:48	120.00
10/15/2018	Keith Routsong:Contingency Finished drafting Opposition to Motion for Extension. Edited Opposition and sent to MAO for review.	150.00	1:06	165.00
10/15/2018	Keith Routsong:Contingency Began drafting letter to [REDACTED]	150.00	1:00	150.00
10/15/2018	Keith Routsong:Contingency Finalized opposition and affidavit following MAO's instruction. Filed after getting the opposition notarized.	150.00	0:24	60.00
10/16/2018	Christine Manning:Contingency Import documents to company server and prepare hearing binder.	100.00	0:12	20.00
10/18/2018	CLIENT COST REIMBURSEMENTS: Court Filing Fee-Wiznet Parking Fees	9.00	1	9.00
10/23/2018	Julian Campbell:Contingency Prepared Run Slip	100.00	0:12	20.00
10/25/2018	Keith Routsong:Contingency Drafted Notice of Non-Opposition to Countermotion. [REDACTED]	250.00	1:42	425.00
10/28/2018	Keith Routsong:Contingency Began drafting Reply to Opposition. Basic factual portion.	250.00	1:00	250.00
10/29/2018	Keith Routsong:Contingency Finalized draft of reply, sent to MAO for review. [REDACTED]	250.00	3:54	975.00
10/30/2018	ROMAN HARPER, ESQ.:Flat Fee Conducted legal research re [REDACTED]	250.00	0:48	200.00
10/30/2018	Christine Manning:Contingency Prepared documents and binder for upcoming hearing.	100.00	0:30	50.00
10/31/2018	CLIENT COST REIMBURSEMENTS: Court Filing Fee-Wiznet Wiz-net filing fee	3.50	3	10.50
10/31/2018	Runner Service - invoice #22737			26.00
10/31/2018	ROMAN HARPER, ESQ.:Flat Fee Finalized and filed memorandum of costs and disbursements; forwarded order from last hearing to MAO	250.00	0:18	75.00
10/31/2018	ROMAN HARPER, ESQ.:Flat Fee Research [REDACTED] began compiling memorandum of costs and disbursements	250.00	0:36	150.00

6 Appx 001298

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
10/31/2018	Jane Mortenson: Flat Fee In Court with Mike	150.00	2:00	300.00

BALANCE DUE

\$3,320.50

10155 W Twain Ave, Suite 100
Las Vegas, NV 89147 US



Invoice

BILL TO

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

INVOICE #	DATE	TOTAL DUE		ENCLOSED
11267	09/30/2018	\$1,070.44		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
09/11/2018	Christine Manning:Flat Fee Prepare Run Slip to Pick up Order	100.00	0:12	20.00
09/12/2018	ROMAN HARPER, ESQ.:Flat Fee Reviewed invoicing and finished redacting same; finalized affidavit and supplement; filed same with Court	250.00	2:30	625.00
09/13/2018	Christine Manning:Flat Fee Prepared Run Slip to deliver Order	100.00	0:12	20.00
09/18/2018	MICHAEL A. OLSEN, ESQ.:Flat Fee Conference with opposing counsel re: request for extension of time to respond to pleading; call client re: [REDACTED]	450.00	0:24	180.00
09/18/2018	Christine Manning:Contingency Electronically File Order Denying Motion with the court	100.00	0:12	20.00
09/18/2018	Christine Manning:Contingency Prepared Notice of Entry of Order and Electronically Filed with the court	100.00	0:18	30.00
09/18/2018	Christine Manning:Contingency Prepared service of process documents to serve Order and Notice of Entry of Order to GLVAR, and prepared Run Slip	100.00	0:18	30.00
09/18/2018	Julian Campbell:Contingency Prepared Cover letter to GLVAR for Distribution	100.00	0:18	30.00
09/20/2018	Christine Manning:Contingency Prepared Certificate of Service: Prepared Mailings: Electronically filed and served documents to the court	100.00	0:12	20.00
09/21/2018	Christine Manning:Contingency Prepared Certificate of Service: Prepared Mailings: Electronically filed and served documents to the court	100.00	0:18	30.00
09/25/2018	Christine Manning:Contingency E-File Declaration of Service	100.00	0:12	20.00
09/25/2018	Christine Manning:Contingency Import documents from Hearing on Motion to Vacate/Modify into company server	100.00	0:12	20.00
09/30/2018	CLIENT COST REIMBURSEMENTS:Court Filing Fee-Wiznet Electronic Filing Fees	3.50	7	24.50
09/30/2018	CLIENT COST REIMBURSEMENTS:Postage Postage	0.94	1	0.94

BALANCE DUE

\$1,070.44

6 Appx 001300

10155 W Twain Ave, Suite 100
Las Vegas, NV 89147 US

GOODSELL & OLSEN
ATTORNEYS AT LAW

Invoice

BILL TO

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

INVOICE #	DATE	TOTAL DUE		ENCLOSED
10593	08/31/2018	\$4,892.50		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
08/01/2018	MICHAEL A. OLSEN, ESQ.:Flat Fee Continue work on research for Opposition to Motion to Vacate.	450.00	1:06	495.00
08/07/2018	Julian Campbell:Contingency Prepared IAFD; Electronically filed and Served Documents on the Court	0.00	0:12	0.00
08/15/2018	MICHAEL A. OLSEN, ESQ.:Flat Fee Review and analysis of Reply and Opposition to Motion for Summary Judgment; review strategy for pushing case forward.	450.00	1:06	495.00
08/20/2018	MICHAEL A. OLSEN, ESQ.:Flat Fee Follow up on getting documents together for hearing on Wed.	450.00	0:24	180.00
08/20/2018	Julian Campbell:Contingency Prepared Hearing Binder	0.00	0:18	0.00
08/21/2018	MICHAEL A. OLSEN, ESQ.:Contingency Review all pleadings and prepare oral argument in defending Motion to Vacate and pursuing Countermotion for Summary Judgment and for Attorney's fees.	450.00	2:36	1,170.00
08/22/2018	ROMAN HARPER, ESQ.:Flat Fee Reviewed results of hearing; prepared, edited and revised order making findings and conclusions reached by court; sent same to MAO for review	0.00	3:06	0.00
08/22/2018	MICHAEL A. OLSEN, ESQ.:Contingency Travel to and attend hearing on Motion to Vacate which was denied; fees and Summary judgment taken under advisement and request for further briefing; consult with client re: outcome.	450.00	3:48	1,710.00
08/24/2018	ROMAN HARPER, ESQ.:Flat Fee Began outlining and drafting supplemental points and authorities requested by court	0.00	0:54	0.00
08/27/2018	ROMAN HARPER, ESQ.:Flat Fee Reviewed reply in support of motion to vacate and opposition to MSJ; reviewed declarations by Chan in support of her reply/ opposition; reviewed complaint and the specific allegations being pursued in the complaint; continued working on supplement to motions for summary judgment and for fees	0.00	6:48	0.00
08/28/2018	ROMAN HARPER, ESQ.:Flat Fee Conducted legal research regarding justiciability and mootness; conducted legal research regarding issue and claim preclusion; drafted analysis of these doctrines; worked on legal research regarding ability to collect attorney fees and theories in support of same; drafted argument in support of fees	0.00	4:06	0.00
08/29/2018	ROMAN HARPER, ESQ.:Flat Fee Worked on redacting invoices and compiling time totals on time spent before the district court	0.00	3:48	0.00
08/29/2018	ROMAN HARPER, ESQ.:Flat Fee Continued working on drafting legal and factual analysis for supplemental briefing	0.00	3:36	0.00
08/29/2018	MICHAEL A. OLSEN, ESQ.:Contingency Conference with associate and paralegal to review arguments for supplemental pleading re: MSJ and for Fees; discuss breaking out fees associated with Civil case from Arbitration; review arguments for MSJ; discuss contacting counsel for KB Homes to join.	450.00	0:54	405.00
08/30/2018	ROMAN HARPER, ESQ.:Flat Fee Worked on resolving quantifying what award for fees based on the work and time invested in district court	0.00	0:18	0.00

6 Appx 001301

10155 W Twain Ave, Suite 100
Las Vegas, NV 89147 US

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ATTORNEYS AT LAW

Invoice

BILL TO

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

INVOICE #	DATE	TOTAL DUE	ENCLOSED
10379	07/30/2018	\$0.00	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
07/19/2018	MICHAEL A. OLSEN, ESQ.:Contingency Review Motion to Vacate; formulate arguments against the same; conference with client re: strategy; included in July 30, 2018 Retainer and payment	0.00	0:36	0.00
07/25/2018	ROMAN HARPER, ESQ.:Contingency Reviewed motion to vacate filed by opposing party; conducted precursory legal research and a quick review of documents cited to by opposing party	0.00	1:54	0.00
07/27/2018	ROMAN HARPER, ESQ.:Flat Fee Began working on outline for opposition and countermotion; initiated legal research regarding potential main points	0.00	2:18	0.00
07/30/2018	MICHAEL A. OLSEN, ESQ.:Flat Fee Flat Fee	3,000.00	1	3,000.00
07/30/2018	ROMAN HARPER, ESQ.:Flat Fee Worked on legal research and review of authority related to the review of an arbitration award; identified parameters when an award may be reviewed and when it may not be reviewed by the court	0.00	4:42	0.00
07/30/2018	ROMAN HARPER, ESQ.:Flat Fee Continued work on outline of briefing to reflect findings in continued legal research; began working on drafting analysis of procedural errors being forced by Chan in response to the arbitration award	0.00	3:30	0.00
07/31/2018	ROMAN HARPER, ESQ.:Flat Fee Continued research regarding standard of challenging arbitration in Nevada; reviewed record to identify parameters of agreement to arbitrate and other helpful information regarding treatment of arbitration	0.00	3:12	0.00
07/31/2018	ROMAN HARPER, ESQ.:Flat Fee Worked on summary of facts and procedural history related to litigation; used same to frame current status of matter in support of posture of litigation	0.00	3:42	0.00
08/01/2018	ROMAN HARPER, ESQ.:Flat Fee Drafted analysis of legal standard that applies to review of an arbitration award, focusing on authorities that demonstrate the very difficult nature of overturning or changing the same	0.00	4:24	0.00
08/01/2018	ROMAN HARPER, ESQ.:Flat Fee Finished drafting factual background to include description of underlying agreement to arbitrate and subsequent reaction to award by opposing party	0.00	3:30	0.00

PAYMENT

3,000.00

BALANCE DUE

\$0.00

6 Appx 001302

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Las Vegas, NV 89147 US

GOODSELL & OLSEN
ATTORNEYS AT LAW

Invoice

BILL TO

Wayne Wu
3161 Bronco Street
Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE			ENCLOSED
10594	08/31/2018	\$21.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
08/02/2018	ROMAN HARPER, ESQ.:Flat Fee Reviewed motion to vacate and identified additional grounds purportedly invoked; drafted analysis demonstrating that standard for fraud in the arbitration award has not been met in this matter; worked on analysis demonstrating that the award should not be vacated	0.00	1:24	0.00
08/03/2018	ROMAN HARPER, ESQ.:Flat Fee Worked on identifying and drafting analysis to demonstrate the broad authority conferred on the arbitrator that eviscerates claims that the arbitrator exceeded authority	0.00	3:06	0.00
08/06/2018	ROMAN HARPER, ESQ.:Flat Fee Finalized analysis and arguments related to statutory bases claimed by Chan in her attempt to overturn the arbitration award; worked on connecting arguments in opposition and related legal analysis	0.00	3:36	0.00
08/06/2018	ROMAN HARPER, ESQ.:Flat Fee Finalized analysis and arguments related to the common law grounds for seeking a review of an arbitration award; demonstrated that these grounds have not been properly invoked in the case at hand; reviewed and finalized draft of opposition and countermotion and forwarded to MAO for review	0.00	3:48	0.00
08/06/2018	ROMAN HARPER, ESQ.:Flat Fee Finalized briefing by incorporating revisions by MAO to opposition and countermotion; filed same with exhibits in support thereof	0.00	0:30	0.00
08/07/2018	ROMAN HARPER, ESQ.:Flat Fee Resolved issues related to filing of opposition and countermotion	0.00	0:36	0.00
08/22/2018	CLIENT COST REIMBURSEMENTS:Postage Parking Fees	21.00	1	21.00

BALANCE DUE

\$21.00

6 Appx 001303

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
08/31/2018	MICHAEL A. OLSEN, ESQ.:Contingency Review status of supplemental briefing; work with bookkeeper on gathering all invoice entries related to the civil case; follow up on arguments for Summary Judgment.	450.00	0:30	225.00
08/31/2018	CLIENT COST REIMBURSEMENTS: Court Filing Fee-Wiznet Electronic Filing Fees	3.50	1	3.50
08/31/2018	CLIENT COST REIMBURSEMENTS: Court Filing Fee-Wiznet Electronic Filing Fees	209.00	1	209.00

BALANCE DUE

\$4,892.50

10155 W Twain Ave, Suite 100
Las Vegas, NV 89147 US

GOODSELL & OLSEN
ATTORNEYS AT LAW

Invoice

BILL TO

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

INVOICE #	DATE	TOTAL DUE	ENCLOSED
10379	07/30/2018	\$0.00	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
07/19/2018	MICHAEL A. OLSEN, ESQ.:Contingency Review Motion to Vacate; formulate arguments against the same; conference with client re: strategy; included in July 30, 2018 Retainer and payment	0.00	0:36	0.00
07/25/2018	ROMAN HARPER, ESQ.:Contingency Reviewed motion to vacate filed by opposing party; conducted precursory legal research and a quick review of documents cited to by opposing party	0.00	1:54	0.00
07/27/2018	ROMAN HARPER, ESQ.:Flat Fee Began working on outline for opposition and countermotion; initiated legal research regarding potential main points	0.00	2:18	0.00
07/30/2018	MICHAEL A. OLSEN, ESQ.:Flat Fee Flat Fee	3,000.00	1	3,000.00
07/30/2018	ROMAN HARPER, ESQ.:Flat Fee Worked on legal research and review of authority related to the review of an arbitration award; identified parameters when an award may be reviewed and when it may not be reviewed by the court	0.00	4:42	0.00
07/30/2018	ROMAN HARPER, ESQ.:Flat Fee Continued work on outline of briefing to reflect findings in continued legal research; began working on drafting analysis of procedural errors being forced by Chan in response to the arbitration award	0.00	3:30	0.00
07/31/2018	ROMAN HARPER, ESQ.:Flat Fee Continued research regarding standard of challenging arbitration in Nevada; reviewed record to identify parameters of agreement to arbitrate and other helpful information regarding treatment of arbitration	0.00	3:12	0.00
07/31/2018	ROMAN HARPER, ESQ.:Flat Fee Worked on summary of facts and procedural history related to litigation; used same to frame current status of matter in support of posture of litigation	0.00	3:42	0.00
08/01/2018	ROMAN HARPER, ESQ.:Flat Fee Drafted analysis of legal standard that applies to review of an arbitration award, focusing on authorities that demonstrate the very difficult nature of overturning or changing the same	0.00	4:24	0.00
08/01/2018	ROMAN HARPER, ESQ.:Flat Fee Finished drafting factual background to include description of underlying agreement to arbitrate and subsequent reaction to award by opposing party	0.00	3:30	0.00

PAYMENT

3,000.00

BALANCE DUE

\$0.00

6 Appx 001305

10155 W Twain Ave, Suite 100
Las Vegas, NV 89147 US

GOODSELL & OLSEN
ATTORNEYS AT LAW

Invoice

BILL TO

Wayne Wu
3161 Bronco Street
Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE			ENCLOSED
10470	07/31/2018	\$0.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
06/14/2018	Julian Campbell:Contingency Scanned and Served Documents to the Server, Conducted Correspondence	0.00	0:18	0.00
06/28/2018	MICHAEL A. OLSEN, ESQ.:Contingency Determine strategy for going after Ms. Chan in District Court and for seeking confirmation of Arbitration award.	0.00	0:48	0.00

BALANCE DUE

\$0.00

PAID

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BILL TO

Wayne Wu
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Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE		ENCLOSED
10202	04/30/2018	\$0.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
04/05/2018	Kimberly Gray:Flat Fee Revised and edited Demand Letter to GLVAR; arranged for delivery of letter to GLVAR.	0.00	0:36	0.00
04/05/2018	Kimberly Gray:Contingency Prepared Demand letter to GLVAR	0.00	1:30	0.00
04/12/2018	[REDACTED] conducted research regarding timing and applicability of GLVAR policies	0.00	1:30	0.00
04/16/2018	ROMAN HARPER, ESQ.:Contingency-1 Additional research of GLVAR policies and national policies governing matter	0.00	0:24	0.00
04/30/2018	CLIENT COST REIMBURSEMENTS:Postage Postage	19.18	1	19.18
04/30/2018	Julian Campbell:Contingency Scanned and Saved Documents to the Server	0.00	0:12	0.00

PAYMENT

19.18

BALANCE DUE

\$0.00

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INVOICE #	DATE	TOTAL DUE			ENCLOSED
10021	03/26/2018	\$0.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
03/26/2018	CLIENT COST REIMBURSEMENTS:Transcript Request Annual List Filing Fee	150.00		150.00
03/26/2018	CLIENT COST REIMBURSEMENTS:Transcript Request Nevada State Business License Fee	500.00		500.00
03/26/2018	CLIENT COST REIMBURSEMENTS:Transcript Request Annual Registered Agent Fee	300.00		300.00

PAYMENT 950.00
BALANCE DUE **\$0.00**

PAID

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Invoice

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Wayne Wu
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Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE			ENCLOSED
9912	02/12/2018	\$0.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
01/24/2018	MICHAEL A. OLSEN, ESQ.: Flat Fee Flat Fee - Yi Lu Demand Letter	300.00	1	300.00

Flat Fee - Yi Lu Demand Letter

PAYMENT

300.00

BALANCE DUE

\$0.00

PAID

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BILL TO

Wayne Wu
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Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE		ENCLOSED
10120	01/31/2018	\$0.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
01/18/2018	Kimberly Gray:Flat Fee Met with Michael Olsen and client to discuss pertinent facts of case.	0.00	0:18	0.00
01/19/2018	MICHAEL A. OLSEN, ESQ.:Flat Fee Conference with client re: claim on commission from exclusive contract to sell; work with paralegal on outline for letter.	0.00	0:36	0.00
01/22/2018	Kimberly Gray:Flat Fee Commenced drafting demand letter.	0.00	0:42	0.00
01/23/2018	MICHAEL A. OLSEN, ESQ.:Contingency Review and revise letter demanding commission.	0.00	0:24	0.00
01/23/2018	Kimberly Gray:Flat Fee Continued work on Demand Letter.	0.00	0:36	0.00
02/01/2018	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on response to our demand letter for commission.	0.00	0:24	0.00

BALANCE DUE

\$0.00

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Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE			ENCLOSED
9542	10/31/2017	\$0.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
10/04/2017	MICHAEL A. OLSEN, ESQ.:Contingency Commence review of documents in preparation of mediation.	0.00	1:06	0.00
10/05/2017	Kimberly Gray:Contingency Assist with preparing mediation binder index.	0.00	0:18	0.00
10/05/2017	Kimberly Gray:Contingency Assist with preparing index for Response and Pleadings.	0.00	0:42	0.00
10/05/2017	[REDACTED] Prepare for, travel to and attend mediation; review strategy for upcoming arbitration.	0.00	3:12	0.00

BALANCE DUE

\$0.00

PAID

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Las Vegas, NV 89147 US

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Wayne Wu
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Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE		ENCLOSED
9516	09/30/2017	\$0.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
09/01/2017	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on date for mediation.	0.00	0:42	0.00
09/05/2017	MICHAEL A. OLSEN, ESQ.:Contingency Confirm setting of date for mandatory mediation with GLVAR.	0.00	0:36	0.00
09/06/2017	LAURA L. MYERS (deleted):Contingency (deleted) Attention to calendaring; Review emails from Wayne Wu; Telephone call to GLVAR to give available dates for mediation; Return telephone call from title company re continued representation of Wayne Wu.	0.00	0:18	0.00
09/06/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review and respond to email from paralegal indicating that I prefer having Jerrin attend the mediation.	0.00	0:30	0.00
09/13/2017	MICHAEL A. OLSEN, ESQ.:Contingency Continue working on available dates for mediation.	0.00	0:30	0.00
09/18/2017	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on setting of mediation date.	0.00	0:36	0.00
09/27/2017	MICHAEL A. OLSEN, ESQ.:Contingency Check status of mediation date; follow up on whether any additional filings were made after ours.	0.00	0:30	0.00
09/28/2017	MICHAEL A. OLSEN, ESQ.:Contingency Confirm mediation is set for next week; commence review of file for the same.	0.00	1:06	0.00

BALANCE DUE

\$0.00

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Las Vegas, NV 89147 US

GOODSELL & OLSEN
ATTORNEYS AT LAW

Invoice

BILL TO

Wayne Wu
3161 Bronco Street
Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE	ENCLOSED
9533	08/31/2017	\$0.00	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
08/02/2017	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on date and time for mediation.	0.00	0:24	0.00
08/07/2017	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on dates for mediation.	0.00	0:30	0.00
08/17/2017	MICHAEL A. OLSEN, ESQ.:Contingency Follow up to see if Betty Chan has presented any additional materials to GLVAR.	0.00	0:36	0.00
08/24/2017	MICHAEL A. OLSEN, ESQ.:Flat Fee Conference with associate re: attempts to contact opposing counsel; review of pleading filed.	0.00	0:36	0.00
08/25/2017	MICHAEL A. OLSEN, ESQ.:Flat Fee Conference with associate re: attempts to contact opposing counsel; review of pleading filed.	0.00	0:30	0.00
08/28/2017	MICHAEL A. OLSEN, ESQ.:Contingency Confirm mediation date; review strategy for seeking fees in Dist. Ct.	0.00	0:48	0.00
08/30/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review email from client re: providing dates for mandatory mediation with GLVAR.	0.00	0:18	0.00

BALANCE DUE

\$0.00

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Las Vegas, NV 89147 US

GOODSELL & OLSEN
ATTORNEYS AT LAW

Invoice

BILL TO

Wayne Wu
3161 Bronco Street
Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE	ENCLOSED
9336	07/31/2017	\$0.00	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
07/10/2017	Review arbitration complaint filed by Betty Chan; follow up with client; review strategy for arbitration.	0.00	0:30	0.00
07/12/2017	Set appointment with client for upcoming mediation; followed by arbitration.	0.00	0:30	0.00
07/12/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review documents from GLVAR; contact Avece Higbee to confirm she is not representing Betty Chan; prepare for meeting with client.	0.00	1:24	0.00
07/13/2017	ROMAN HARPER, ESQ.:Contingency-1 Reviewed documents submitted by Betty Chan to GLVAR in preparation for client mtg and for preparing response	0.00	0:42	0.00
07/13/2017	ROMAN HARPER, ESQ.:Contingency-1 Attended client mtg with MAO	0.00	0:36	0.00
07/13/2017	Meet with clients to review strategy for upcoming Mediation and arbitration hearing.	0.00	1:06	0.00
07/13/2017	Emily Kardt:Emily Kardt - Flat Fee Print for client meeting all outstanding corporate documents for signature for the 2015, 2016 and 2017 years; mark same indicating signatures needed.	0.00	0:18	0.00
07/13/2017	Emily Kardt:Emily Kardt - Flat Fee Print for client meeting all outstanding corporate documents for signature for the 2015, 2016 and 2017 years; mark same indicating signatures needed.	0.00	0:18	0.00
07/14/2017	ROMAN HARPER, ESQ.:Contingency-1 Continued reviewing emails, texts, statements, and pleadings in preparation for responding to GLVAR matters; contacted and left voicemail with GLVAR inquiring about the two separate matters	0.00	2:12	0.00
07/17/2017	MICHAEL A. OLSEN, ESQ.:Contingency Conference with associate re: research and outline for response to GLVAR.	0.00	0:48	0.00
07/18/2017	Began drafting procedural background for response to Chan's arbitration packet	0.00	2:06	0.00
07/18/2017	ROMAN HARPER, ESQ.:Flat Fee-1 Called GLVAR and requested information regarding the arbitration before GLVAR	0.00	0:12	0.00
07/18/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review results of legal research; review status of client filing ethical complaint against Betty Chan.	0.00	0:48	0.00
07/19/2017	ROMAN HARPER, ESQ.:Flat Fee-1 Drafted more complete background statement, including Chan's evolving story regarding a registration card and the procedural history of matter	0.00	3:54	0.00
07/19/2017	ROMAN HARPER, ESQ.:Flat Fee-1 Researched GLVAR's 180 time limit to bring claim and drafted analysis re same	0.00	0:54	0.00

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
07/19/2017	LAURA L. MYERS (deleted):\$100 (deleted) Assist with e-filing opposition; Prepare and e-file certificates of service; Prepare and e-file IAFD; Attention to calendaring; Check e-file queue and download pleadings to client file.	0.00	0:18	0.00
07/20/2017	ROMAN HARPER, ESQ.:Flat Fee-1 Reviewed and provided analysis of old, inapposite documents; refined arguments regarding procuring cause; finalized background statement of facts and procedural history; began organizing exhibits	0.00	4:18	0.00
07/21/2017	[REDACTED] Compiled exhibits for response to arbitration and finalized draft response	0.00	1:12	0.00
07/24/2017	[REDACTED] Incorporated MAO redlines in arbitration response in preparation for filing same.	0.00	0:12	0.00
07/24/2017	[REDACTED] Conference with associate re: final arguments for Arbitration brief.	0.00	0:36	0.00
07/25/2017	Emily Kardt:Emily Kardt - Contingency Telephone call to Wayne Wu to set up a meeting to execute GLVAR documents.	0.00	0:12	0.00
07/25/2017	ROMAN HARPER, ESQ.:Flat Fee-1 Finalized response with exhibits and necessary forms in preparation to file same; called GLVAR to verify proper filing method; gave documents requiring signature to client; filled out run slip providing instructions to runner to file packet	0.00	1:18	0.00
07/25/2017	[REDACTED] Called GLVAR regarding dismissal of arbitration	0.00	0:12	0.00
07/25/2017	[REDACTED] Review, re-draft and revise Arbitration brief for filing with GLVAR.	0.00	0:48	0.00
07/26/2017	ROMAN HARPER, ESQ.:Flat Fee-1 Contacted GLVAR about possible summary dismissal procedure; received estimate of mediation in September	0.00	0:12	0.00
07/26/2017	[REDACTED] Conference with associate re: call to GLVAR re: fact that Betty Chan blew the 180 day deadline to file for arbitration.	0.00	0:24	0.00
07/27/2017	[REDACTED] Conference with associate re: call to GLVAR to try and get matter dismissed for violating the 180 day rule.	0.00	0:24	0.00
07/31/2017	[REDACTED]			12.66

PAYMENT

12.66

BALANCE DUE

\$0.00

10155 W Twain Ave, Suite 100
Las Vegas, NV 89147 US



Invoice

BILL TO

Wayne Wu
3161 Bronco Street
Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE		ENCLOSED
9237	07/27/2017	\$0.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
07/25/2017	CLIENT COST REIMBURSEMENTS: Court Filing Fee-Wiznet GLVAR arbitration filing fee	166.67	1	166.67

PAYMENT 166.67
BALANCE DUE **\$0.00**

PAID

10155 W Twain Ave, Suite 100
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GOODSELL & OLSEN
ATTORNEYS AT LAW

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BILL TO

Wayne Wu
3161 Bronco Street
Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE			ENCLOSED
9534	06/30/2017	\$0.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
06/05/2017	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on getting Motion to Lift Stay and for Summary Judgment on file.	0.00	0:36	0.00
06/20/2017	<div></div> Review status of filing for arbitration in case; determine to renew Motion to Lift Stay and for Summary Judgment.	0.00	0:36	0.00

BALANCE DUE

\$0.00

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Wayne Wu
3161 Bronco Street
Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE		ENCLOSED
9136	05/31/2017	\$0.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
05/01/2017	Travel to and attend hearing on Status check re: Plaintiff obtaining new counsel; inform Court we intend to lift the stay and renew our MSJ if Arbitration is not filed immediately.	0.00	1:36	0.00
05/03/2017	LAURA L. MYERS (deleted):Contingency (deleted) Check e-file queue and download pleading to client file.	0.00	0:12	0.00
05/04/2017	LAURA L. MYERS (deleted):Contingency (deleted) Check e-file queue and download pleading to client file.	0.00	0:12	0.00
05/04/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review notice of appearance of counsel.	0.00	0:24	0.00
05/09/2017	LAURA L. MYERS (deleted):Contingency (deleted) Check e-file queue and download notice of entry of order to client file.	0.00	0:12	0.00
05/23/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review email and draft response to Wayne Wu re case status and strategy.	0.00	0:24	0.00
05/30/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review strategy for filing of Motion to Lift Stay and Motion for Summary Judgment.	0.00	0:36	0.00

BALANCE DUE

\$0.00

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INVOICE #	DATE	TOTAL DUE		ENCLOSED
9535	04/30/2017	\$0.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
04/03/2017	Confirm hearing for Avece Higbee, Esq.'s withdrawal as counsel of record; follow up with getting arbitration going.	0.00	0:42	0.00
04/06/2017	Case analysis re: filing for arbitration before the GLVAR; also review filing of ethical complaint.	0.00	0:30	0.00
04/10/2017	Case analysis re: filing our own arbitration with GLVAR.	0.00	0:48	0.00
04/17/2017	Review Notice of status check re: withdrawal of counsel; review Notice of Entry of Order re: same; case analysis re: strategy for dealing with the fact that Betty Chan has not filed for arbitration with GLVAR.	0.00	0:42	0.00
04/18/2017	MICHAEL A. OLSEN, ESQ.:Contingency Conference with paralegal re: her contact with GLVAR and lack of filing by Betty Chan; review strategy for District Court case.	0.00	0:30	0.00
04/21/2017	MICHAEL A. OLSEN, ESQ.:Contingency Case analysis re: filing Petition to lift stay given that no arbitration is moving forward; move for summary judgment and end the case.	0.00	0:36	0.00
04/24/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review of Court schedule; note status check re: withdrawal of counsel.	0.00	0:24	0.00
04/27/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review upcoming hearing in case; strategy for setting case up for summary judgment.	0.00	0:30	0.00

BALANCE DUE

\$0.00

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Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE		ENCLOSED
9536	03/30/2017	\$0.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
03/01/2017	Review notice of withdrawal by Avece Higbee, Esq.; follow up to determine if Arbitration has been set with GLVAR.	0.00	0:36	0.00
03/02/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review status of Order Staying action; review notice of hearing for Avece Higbee, Esq. to withdraw as counsel.	0.00	0:42	0.00
03/09/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review and approve proposed order.	0.00	0:36	0.00
03/15/2017	Review procedure for filing for arbitration in front of GLVAR.	0.00	0:36	0.00
03/27/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review email from opposing counsel re: holding 16.1 conference; review status of Order being signed by the court.	0.00	0:24	0.00
03/30/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review and respond to email from opposing counsel re: 16.1.	0.00	0:18	0.00

BALANCE DUE

\$0.00

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Las Vegas, NV 89147 US

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Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE	ENCLOSED
8937	02/28/2017	\$0.00	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
02/01/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review, re-draft and revise Opposition to Motion to Stay and Countermotion to Dismiss or for Summary Judgment.	0.00	1:18	0.00
02/02/2017	DANIEL ORMSBY (deleted):Flat Fee (deleted) Made additional edits from Jerrin's review	0.00	1:30	0.00
02/02/2017	MICHAEL A. OLSEN, ESQ.:Contingency Complete review of final draft; notes from client re: changes and review exhibits.	0.00	1:06	0.00
02/06/2017	MICHAEL A. OLSEN, ESQ.:Contingency Travel to and attend hearing on Motion for Leave to Amend Pleading.	0.00	1:30	0.00
02/07/2017	DANIEL ORMSBY (deleted):Flat Fee (deleted) drafted the affidavit for Jerrin Chiu, drafted the supplement to the opposition, and filed the opposition	0.00	1:12	0.00
02/07/2017	DANIEL ORMSBY (deleted):Flat Fee (deleted) Emailed Jerrin Chiu four times, arranging to meet for the notarization of the affidavit	0.00	0:18	0.00
02/07/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review, revise and re-draft affidavit for Jerrin Chiu; review and revise Supplement to Opposition and Countermotion.	0.00	1:06	0.00
02/08/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review and respond to email from opposing counsel; review calendaring deadlines; review and execute Stipulation to move hearing to February 27; insure filing of Supplemental affidavit.	0.00	0:36	0.00
02/09/2017	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on continuance of hearing set for Monday.	0.00	0:30	0.00
02/10/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review and analysis of status of setting hearing on Motion to Withdraw as counsel; follow up on getting Reply brief.	0.00	0:36	0.00
02/15/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review Reply to Opposition and Opposition to MSJ.	0.00	0:48	0.00
02/17/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review Opposition and determine whether we need to file a Reply.	0.00	0:30	0.00
02/22/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review Opposition and determine Reply is not necessary.	0.00	0:30	0.00
02/24/2017	MICHAEL A. OLSEN, ESQ.:Contingency Print out and commence review of all pleadings in preparation of Oral Argument for Monday Morning on Motion for Summary Judgment.	0.00	1:06	0.00
02/27/2017	MICHAEL A. OLSEN, ESQ.:Contingency Travel to and attend hearing on Motion for Stay; Motion granted; review strategy for arbitration.	0.00	2:06	0.00
02/28/2017	CLIENT COST REIMBURSEMENTS:Court Filing Fee-Wiznet Electronic Filing Fees	3.50	5	17.50
02/28/2017	CLIENT COST REIMBURSEMENTS:Court Filing Fee-Wiznet Electronic Filing Fees- access fee	1.75	1	1.75
02/28/2017	CLIENT COST REIMBURSEMENTS:Court Filing Fee-Wiznet Electronic Filing Fees- Opposition Filing Fee	206.00	1	206.00
02/28/2017	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on getting draft of Order.	0.00	0:24	0.00

6 Appx 001321

PAYMENT
BALANCE DUE

225.25
\$0.00

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Invoice

BILL TO

Wayne Wu
3161 Bronco Street
Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE	ENCLOSED
8862	01/31/2017	\$0.00	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
01/02/2017	Review and respond to email from Avece Higbee, follow up on status of getting arbitration moving forward. Seek to get a dismissal with prejudice.	0.00	0:18	0.00
01/03/2017	Review correspondence from client; look at case status; determine strategy for preparation for Arbitration before GLVAR; confirm that arbitration is binding.	0.00	0:42	0.00
01/03/2017	Review and respond to email from Avece Higbee, follow up on status of getting arbitration moving forward. Seek to get a dismissal with prejudice.	0.00	0:12	0.00
01/04/2017	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on status of getting Stip and Order for Dismissal from Avece; draft email re: same.	0.00	0:36	0.00
01/05/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review email from opposing counsel and draft response asking for status of Stip and order for Dismissal with prejudice. No response.	0.00	0:36	0.00
01/09/2017	LAURA L. MYERS (deleted):Contingency (deleted) Check e-file queue and download pleading to client file; Attention to calendaring	0.00	0:12	0.00
01/09/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review email from opposing counsel re: refusal to dismiss with prejudice; review email re: withdrawal and execute Stip and Order agreeing to continue 16.1 conference.	0.00	0:36	0.00
01/10/2017	LAURA L. MYERS (deleted):Contingency (deleted) Assist with e-filing Notice of Non-Opposition; Prepare and e-file certificate of service; Check e-file queue and download pleadings to client file; Attention to calendaring.	0.00	0:12	0.00
01/10/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review email from opposing counsel re: refusal to dismiss with prejudice; review email re: withdrawal and execute Stip and Order agreeing to continue 16.1 conference.	0.00	0:48	0.00
01/12/2017	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on status of Avece Higbee withdrawing as counsel.	0.00	0:36	0.00
01/16/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review and analysis of Motion to Stay litigation pending outcome of Arbitration.	0.00	0:36	0.00
01/17/2017	LAURA L. MYERS (deleted):Contingency (deleted) Check e-file queue and download pleading to client file; Attention to calendaring.	0.00	0:12	0.00
01/17/2017	MICHAEL A. OLSEN, ESQ.:Contingency Review Motion to Stay and commence outline for Opposition and Countermotion to Dismiss w/ prejudice.	0.00	1:00	0.00
01/18/2017	MICHAEL A. OLSEN, ESQ.:Contingency Conference with associate re: outline for Opposition to Motion for Stay.	0.00	0:48	0.00
01/19/2017	LAURA L. MYERS (deleted):Contingency (deleted) Office conference with MAO and DO re objection to motion for stay and litigation strategy.	0.00	0:42	0.00

6 Appx 001323

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
01/19/2017	commenced factual research and composing timeline for the opposition and countermotion, read through the emails and papers on file.	0.00	2:36	0.00
01/19/2017	conference with MAO and LM regarding facts and opposition to stay and motion to dismiss	0.00	0:30	0.00
01/19/2017	Conference with associate re: results of legal research and factual statement of Opposition.	0.00	0:42	0.00
01/20/2017	DANIEL ORMSBY (deleted):Contingency (deleted) Phone call with Kwang Chiu	0.00	0:18	0.00
01/20/2017	commenced drafting the opposition and countermotion to dismiss	0.00	2:48	0.00
01/24/2017	DANIEL ORMSBY (deleted):Flat Fee (deleted) research on procuring cause	0.00	1:12	0.00
01/24/2017	continued working on the opposition to motion to stay	0.00	1:24	0.00
01/24/2017	Conference with law clerk re: his visits with client and his father to gather facts of case for Opposition to Motion for Stay.	0.00	0:36	0.00
01/26/2017	DANIEL ORMSBY (deleted):Flat Fee (deleted) continued researching for caselaw on procuring cause	0.00	1:48	0.00
01/26/2017	DANIEL ORMSBY (deleted):Flat Fee (deleted) spoke to Jerrin Chiu twice regarding the factual statement	0.00	1:12	0.00
01/26/2017	DANIEL ORMSBY (deleted):Flat Fee (deleted) review the phone records for Kwang and Jerrin to check how many times they called Wu and Chan	0.00	0:36	0.00
01/26/2017	Follow up on status of Opposition; discuss additional arguments for Countermotion to Dismiss with Prejudice.	0.00	0:36	0.00
01/27/2017	continued working on the opposition and countermotion	0.00	2:30	0.00
01/27/2017	Complete outline of Opposition and Counterclaim for law clerk.	0.00	0:54	0.00
01/31/2017	CLIENT COST REIMBURSEMENTS: Court Filing Fee-Wiznet Electronic Filing Fees	2.80	1	2.80
01/31/2017	Finished a draft of the opposition and countermotion to dismiss.	0.00	3:12	0.00

PAYMENT

2.80

BALANCE DUE

\$0.00

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Las Vegas, NV 89147 US

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ATTORNEYS AT LAW

Invoice

BILL TO

Wayne Wu
3161 Bronco Street
Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE	ENCLOSED
8769	11/30/2016	\$0.00	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
11/03/2016	MICHAEL A. OLSEN, ESQ.:Contingency Review counter offer and counter again at \$4,000.00.	0.00	0:30	0.00
11/04/2016	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on status of counter offer.	0.00	0:24	0.00
11/10/2016	MICHAEL A. OLSEN, ESQ.:Contingency Review and respond to email from opposing counsel.	0.00	0:30	0.00
11/14/2016	MICHAEL A. OLSEN, ESQ.:Contingency Review and respond to email from opposing counsel.	0.00	0:36	0.00
11/15/2016	[REDACTED] Researched the different methods that realtors can be taken into mediation and arbitration; sent GLVAR packets for mediation and arbitration to MAO and LLM	0.00	1:42	0.00
11/15/2016	[REDACTED] Case analysis re: strategy for commencing action in arbitration ourselves; conduct legal research re: same; conference with client and paralegal re: strategy moving forward; review GLVAR arbitration packet.	0.00	1:48	0.00
11/16/2016	MICHAEL A. OLSEN, ESQ.:Contingency Last offer to settle with opposing attorney; draft emails to opposing counsel; review facts and documents from case; meet with Jerrin Chiu and Wayne Wu re: case status and strategy; review complaint.	0.00	0:48	0.00
11/17/2016	MICHAEL A. OLSEN, ESQ.:Contingency Last offer to settle with opposing attorney; draft emails to opposing counsel; review facts and documents from case; meet with Jerrin Chiu and Wayne Wu re: case status and strategy; review complaint.	0.00	1:18	0.00
11/18/2016	[REDACTED] Last offer to settle with opposing attorney; draft emails to opposing counsel; review facts and documents from case; meet with Jerrin Chiu and Wayne Wu re: case status and strategy; review complaint.	0.00	0:24	0.00
11/22/2016	MICHAEL A. OLSEN, ESQ.:Contingency Review email from client, Jerrin Chiu re: timeline of events.	0.00	0:42	0.00
11/28/2016	[REDACTED] Form strategy for answering complaint.	0.00	0:30	0.00
11/30/2016	MICHAEL A. OLSEN, ESQ.:Contingency Review and send email to opposing counsel and review response to the same; review status of case and look at options for discovery.	0.00	0:24	0.00

BALANCE DUE

\$0.00

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INVOICE #	DATE	TOTAL DUE		ENCLOSED
9543	11/30/2016	\$0.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
11/28/2016	MICHAEL A. OLSEN, ESQ.:Contingency Review email from client giving chronology of events; follow up with paralegal re: letter to opposing counsel raising ethical violation.	0.00	0:36	0.00
11/29/2016	MICHAEL A. OLSEN, ESQ.:Contingency Draft email to paralegal asking whether Wayne Wu's broker is also going to retain us; look at ethics rules.	0.00	0:36	0.00
11/30/2016	MICHAEL A. OLSEN, ESQ.:Contingency Review and send email to opposing counsel and review response to the same; review status of case and look at options for discovery.	0.00	0:24	0.00

BALANCE DUE

\$0.00

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INVOICE #	DATE	TOTAL DUE		ENCLOSED
8714	11/17/2016	\$0.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
11/15/2016	<div></div> Flat Fee for Arbitration	2,000.00	1	2,000.00

PAYMENT 2,000.00
BALANCE DUE **\$0.00**

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Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE		ENCLOSED
8712	10/31/2016	\$0.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
10/06/2016	MICHAEL A. OLSEN, ESQ.:Contingency Telephone calls (2) with opposing counsel re: our offer to settle case for 70/30 split of the commission.	0.00	0:36	0.00
10/13/2016	MICHAEL A. OLSEN, ESQ.:Contingency Review offer from opposing side proposing my client gets \$3,000.00 and her \$10,000.00; counter with 60/40 for my client.	0.00	1:00	0.00
10/18/2016	MICHAEL A. OLSEN, ESQ.:Contingency Review documents again and place multiple calls to opposing counsel in an attempt to settle the case.	0.00	0:24	0.00
10/19/2016	MICHAEL A. OLSEN, ESQ.:Contingency Review documents again and place multiple calls to opposing counsel in an attempt to settle the case.	0.00	0:18	0.00
10/24/2016	MICHAEL A. OLSEN, ESQ.:Contingency Review and counteroffer.	0.00	0:30	0.00
10/25/2016	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on counter offer to settle for \$3,000.00	0.00	0:18	0.00

BALANCE DUE

\$0.00

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3161 Bronco Street
Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE			ENCLOSED
8645	09/30/2016	\$0.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
09/27/2016	MICHAEL A. OLSEN, ESQ.:Contingency Conference with client re: evidence obtained and discuss settlement options.	0.00	0:36	0.00
09/27/2016	LAURA L. MYERS (deleted):Contingency (deleted) Conference with client re: evidence obtained and discuss settlement options.	0.00	0.60	0.00

BALANCE DUE

\$0.00

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Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE			ENCLOSED
8571	08/31/2016	\$0.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
08/31/2016	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on call with Avece Higbee, Esq. re: whether she has documents in support of her client's claim.	0.00	0:30	0.00
08/31/2016	LAURA L. MYERS (deleted):Flat Fee (deleted) Telephone conference with Avece Higbee re escrow issue	0.00	0.50	0.00

BALANCE DUE

\$0.00

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Invoice

BILL TO

Wayne Wu
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Las Vegas, NV 89102-6614

INVOICE #	DATE	TOTAL DUE			ENCLOSED
8504	07/31/2016	\$0.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
07/06/2016	LAURA L. MYERS (deleted):Flat Fee (deleted) Finalize demand letter to FATCO, assemble exhibits and send.	0.00	0:48	0.00

BALANCE DUE

\$0.00

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Las Vegas, NV 89102-6614

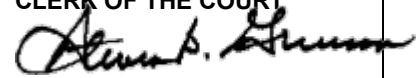
INVOICE #	DATE	TOTAL DUE			ENCLOSED
8426	06/30/2016	\$0.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
06/17/2016	LAURA L. MYERS (deleted):Flat Fee (deleted) Email to Jeff Hall, Esq. requesting broker registration.	0.00	0:12	0.00
06/20/2016	MICHAEL A. OLSEN, ESQ.:Flat Fee Draft emails to opposing counsel re: missing documents and fact that our client is the broker/agent of record.	0.00	0:30	0.00
06/24/2016	MICHAEL A. OLSEN, ESQ.:Flat Fee Conference with paralegal re: arguments for letter to title company.	0.00	0:36	0.00

BALANCE DUE

\$0.00

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CSERV
MICHAEL A. OLSEN, ESQ.
Nevada Bar No. 6076
THOMAS R. GROVER, ESQ.
Nevada Bar No. 12387
KEITH D. ROUTSONG, ESQ.
Nevada Bar No. 14944
Blackrock Legal, LLC
10155 W. Twain Ave., Suite 100
Las Vegas, NV 89147
Office: (702) 855-5658

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 13th, 2020 the **REPLY IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT AND OPPOSITION TO COUNTERMOTION**
was served via electronic service pursuant to Administrative Order 14-2 and NEFCR 9 upon
those parties on the master service list:

Thomas Grover	tom@blackrocklawyers.com
Michael Olsen	mike@blackrocklawyers.com
Christine Manning	christine@blackrocklawyers.com
Julian Campbell	julian@blackrocklawyers.com
Keith Routsong	keith@blackrocklawyers.com
Tanya Bain	tbain@gcmaslaw.com
ShaLinda Creer	screer@gcmaslaw.com
Michael Cristalli	mcristalli@gcmaslaw.com

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Betty Chan	aarpm09@gmail.com
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/s/Christine Manning

An Employee of BLACKROCK LEGAL



REGISTER OF ACTIONS**CASE NO. A-16-744109-C****Betty Chan, Plaintiff(s) vs. Wayne Wu, Defendant(s)**§
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§
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§
§Case Type: **Other Contract**Date Filed: **09/27/2016**Location: **Department 20**Cross-Reference Case Number: **A744109**Supreme Court No.: **78666****P.. TY INFORMATION****Lead Attorneys****Defendant Wu, Wayne****Michael A. Olsen**
Retained
702-855-5658(W)**Plaintiff Chan, Betty****R Duane Frizell**
Retained
702-657-6000(W)**EVENTS & ORDERS OF THE COURT**07/21/2020 **All Pending Motions** (11:00 AM) (Judicial Officer Johnson, Eric)**Minutes**

07/21/2020 11:00 AM

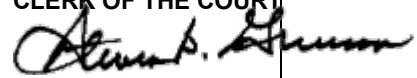
- DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, FOR AWARD OF ATTORNEY'S FEES, FOR WRIT OF EXECUTION FOR ON PLAINTIFF'S COMMISSIONS AWARDED BY GLVAR ARBITRATION PANEL AND RELEASE OF BOND DEPOSITED ON APPEAL...PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, OR IN THE 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 Court FINDS Ms. Chan represented the worst of litigants, her filing of the complaint was not enough for abuse of process and she had an ethical obligation with the realtor board to attend either arbitration or mediation, which she claims she did. Court noted she may have violated her ethical obligations, however she had a right to file the complaint which appeared was not filed for an ulterior motive. Court FURTHER FINDS, Ms. Chan had the right to appeal, therefore, ORDERED, Defendant's Motion GRANTED as to Summary Judgment, attorney's fees, release of bond and DENIED as to the Writ of Execution. Arguments by Mr. Olsen and Mr. Frizell. Colloquy regarding billing for attorney's fees and costs. COURT FURTHER ORDERED, Plaintiff's Countermotion for Summary Judgment on Defendant's Abuse-of- Process Counterclaim is GRANTED. Following colloquy, counsel agreed to the following dates: Mr. Olsen to file

6 Appx 001335

Request for Attorney's Costs and Fees on or before: 8/5/20 Mr. Frizell to file any Objection to the Request for Attorney's Costs and Fees on or before: 8/19/20 Mr. Olsen to file any Reply on or before: 8/26/20 At the request of counsel, COURT ORDERED, matter SET for status check. 9/16/20 8:30 AM STATUS CHECK: ATTORNEY'S FEES AND COSTS

[Parties Present](#)

[Return to Register of Actions](#)



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

BETTY CHAN,

Plaintiff,

vs.

WAYNE WU,

Defendant.

CASE NO. A-16-744109-C

DEPT. XX

BEFORE THE HONORABLE ERIC JOHNSON, DISTRICT COURT JUDGE

TUESDAY, JULY 21, 2020

TRANSCRIPT OF HEARING
ALL PENDING MOTIONS

APPEARANCES:

For the Plaintiff:

DUANE R. FRIZELL, ESQ.
Appearing via BlueJeans

For the Defendant:

MICHAEL A. OLSEN, ESQ.
Appearing via BlueJeans

RECORDED BY: ANGIE CALVILLO, COURT RECORDER

TRANSCRIBED BY: MANGELSON TRANSCRIBING

1 Las Vegas, Nevada, Tuesday, July 21, 2020

2
3 [Case called at 11:02 a.m.]

4 THE COURT: All right. Betty Chan versus Wayne Wu.
5 Case Number A744109. Counsel, please note your appearances for
6 the record?

7 MR. FRIZELL: Your Honor --

8 THE COURT: Come on, don't be shy.

9 MR. FRIZELL: -- Duane Frizell here on behalf of the
10 Plaintiff Betty Chan.

11 MR. OLSEN: Good morning, Your Honor. Michael Olsen,
12 Bar Number 6076 on behalf of the Defendants Wayne Wu, Judith
13 Sullivan, Nevada Real Estate Corp, and Jerin Chiu.

14 THE COURT: All right. Can you turn up the volume a little
15 bit? I don't know if he's -- is it us or if he's a little soft.

16 THE COURT RECORDER: Okay. I turned it up some.

17 THE COURT: Okay. Thank you. All right. Well we're here
18 on Defendant's Motion for Summary Judgment or in the Alternative
19 for Award of Attorney's Fees, for Writ of -- for Motion for Writ of
20 Execution on Plaintiff's Commission Awarded by GLVAR Arbitration
21 Panel and Release of Bond Deposited on Appeal. And also
22 Plaintiff's Opposition and in the Alternative for Contractual Award --
23 anyway, Opposition and Motion -- Countermotion for Summary
24 Judgment.

25 All right. Let me tell you my general thoughts on this and

1 what I'm leaning towards doing. I'll be frank, initially my gut
2 reaction to this whole thing is to grant the Motion for Summary
3 Judgment on the Abuse of Process claim because quite frankly I do
4 think Ms. Chan represents the worst of litigation. This was
5 something that should have died a long time before and I think for
6 rather selfish reasons, it's continued on.

7 And to be very honest, I was appalled at Plaintiff's
8 Counsel's comparison of her to Thurgood Marshall in the *Brown*
9 *versus Topeka Board of Education* case. Ms. Chan is no Thurgood
10 Marshall and no Plaintiff in that matter.

11 But in looking at the case and in looking at the law as it
12 surrounds abuse of process and in particular, focusing on the
13 Nevada case Plaintiff cites, which I have in my notes somewhere. I
14 think it was the *Land Baron versus Bonnie Springs* case. Generally,
15 filing of a Complaint is not sufficient for there to be an abuse of
16 process.

17 And I looked at the cases that that case cites both in
18 California and Alaska and some other places. And looking at this
19 situation, what I see is Ms. Chan apparently -- I'm not making a final
20 ruling on it because I don't really think it's in front of me, has an
21 ethical obligation pursuant to her membership with the Board --
22 Realtor Board to go to the Realtor Board with this matter for either
23 mediation or for arbitration.

24 She claims that she did that before she filed the lawsuit.
25 There are some records that suggest that she did, but that the

1 Board was not prepared to act at that time so she went ahead and
2 filed the lawsuit. She may have violated her ethical obligations and
3 be subject to sanctions but that's a sanction that's being handled by
4 the Board and the Board is the one who needs to enforce its ethical
5 rules as it relates to its members.

6 And not really an abuse of the judicial process. And the
7 case law seems to make a pretty clear distinction between abuse of
8 administrative process and abuse of judicial process.

9 So if you take that -- the fact that -- you know, that's not
10 my concern whether she had an ethical obligation or not. She files
11 a Complaint, she has a right to do it and the purpose of the
12 Complaint is to get the full commission on the argument that she
13 was the first one to show the property to the buyer. That is what
14 the lawsuit was about.

15 Had -- now, has -- did she arguably run the lawsuit far
16 beyond what it should have been run? That, I think is a pretty good
17 argument. But essentially, she had a right to file a Complaint. She
18 filed a Complaint, she litigated it. And it wasn't filed for an ulterior
19 motive. It wasn't filed to get something from the Defendant in
20 another matter, or to hurt the Defendant because of their actions in
21 another case or in another situation. It was filed to get the whole
22 commission and that's what the litigation never really deviated
23 from.

24 So I don't find there to be an ulterior motive and I don't
25 find there to be an abuse of the judicial process in the context of the

1 tort of abuse of process. I'm not suggesting there isn't abuse here,
2 but I don't think of it -- it meets that. And so I'm inclined to grant
3 the motion -- Defense Motion for Summary Judgment on
4 Defendant's Abuse of Process Counterclaim.

5 That being said, I do think that Ms. Chan when she signed
6 the contract for arbitration reached -- you know, changed the nature
7 of the litigation to where the arbitration occurred and it was
8 binding. She did have a right to appeal it on limit -- very limited
9 basis; one that either, you know, failed to comply with the -- with
10 clear law or there was a lack of a factual basis. So she, you know,
11 changed essentially, the nature of the litigation to a -- to that when
12 she went to the arbitration panel.

13 And part of the contract deal was that if she -- you know,
14 that if she did litigate, she was responsible for the attorney's fees.
15 So I know the Plaintiff argues that attorney's fees were ordered
16 before and there's no double dipping, but I don't see anything in
17 the contract as provided between Ms. Chan and -- for the arbitration
18 which says that if the party doesn't concede or it incurs -- causes
19 the incurring of additional attorney's fees, that additional attorney's
20 fees cannot be awarded if the case is still alive and the case is still
21 alive.

22 So I am generally inclined to grant the Motion for
23 Attorney's Fees. I would need to get the -- reasonable attorney's
24 fees. I'd need to get the billing from Defense Counsel as to hours,
25 whether they were for -- and how they related to different matters

1 in the case to make a judgment in that regard. But I am inclined to
2 grant that.

3 I'm not inclined to grant the Writ of Execution for
4 Disbursement of Commission because the Defendants claim that
5 they already have a valid Writ of Execution, and I don't see the need
6 for this Court to grant another one, so I would deny that.

7 And then as far as release of the supersedeas bond, the
8 case has come back, it's no longer Stayed, and I'm inclined to grant
9 the release of the supersedeas bond at this point in time.

10 So that's where I'm at at this point. Don't think you're
11 going to move me off of that but if you want to, I'm -- everybody
12 seems to think that this is going to go up on appeal again, so if you
13 want to throw anything else out on the record, I'll give you a couple
14 minutes to do that.

15 Let me turn first to Defense Counsel, as this was the
16 motion that started it all.

17 MR. OLSEN: Thank you, Your Honor. First of all, let me
18 say thank you for reading everything and putting such a thorough
19 analysis into that. It certainly is helpful as Counsel to come into a
20 hearing and to know what the -- where the Court is leaning.

21 I also -- I need to apologize, Your Honor, I had asked my
22 office manager to work with my associate and get you a breakdown
23 of the fees so it was a little more clear and that didn't happen and I
24 apologize. But we will certainly do that for the Court so that you
25 can see exactly what fees were incurred in the District Court phase,

1 what fees were incurred during the arbitration, and more
2 importantly, given what you just said, we'll give you a breakdown
3 of all the fees and costs that have been incurred since the last time
4 you awarded fees and costs.

5 The Court is correct that the contract -- in the provision in
6 the contract that allows for attorney's fees is an ongoing provision
7 until enforcement. In other words, until we collect on our
8 judgment. And so, its not double dipping, we're simply asking for
9 our fees and costs that have been incurred since the last time the
10 Court made an award of fees and costs under the contract.

11 So, Your Honor, if I may -- and I certainly don't mean to
12 argue with the Court. I understand the Court's position with regard
13 to the contractual damages and we will provide the Court a detailed
14 breakdown of all damages since the last award.

15 With regard to abuse of process, I would like to make a
16 record on just a couple of points. As the Court is aware, a material
17 fact is one that is controlled by the substantive law and as the Court
18 actively pointed out, there are really only two elements to be met
19 here. One is that there is an ulterior purpose and -- to the -- to this
20 litigation. And two is that there is a willful [inaudible] of the abuse
21 of the legal process.

22 With regard to ulterior purpose, Your Honor, I would
23 submit that we don't need to look hard to find the ulterior purpose.
24 Now, Your Honor, I also think it's important to distinguish, we're
25 not asking for attorney's fees and costs relating to the arbitration. It

1 is simply false that Ms. Chan could not have proceeded with the
2 arbitration without filing a lawsuit in District Court. That is false.
3 All she had to do was file the proper paperwork and proceed with
4 the mandatory arbitration.

5 But, Your Honor, what the Court will recall is she sends a
6 message to a representative of KB Homes and she sets out very
7 clearly what her goals are with regard to this litigation, in this court.
8 And she says: Honestly from Day 1, my focus is not on the
9 commission.

10 It's not on the money.

11 She said: I felt humiliated another agent dared to
12 challenge me and really do not know who I am. I have been really
13 sad more than I am angry.

14 Then she goes on to say: I've lost my card.

15 That she initially claims she had. The representation card.

16 But then she says: So happen, I do have a few hundred
17 thousand in hand that I can use, if they are willing to go along with
18 me to spend equal amount of money, then I will be very happy to
19 play their game. I got my direction last night so I feel peaceful now.
20 All I need KB to understand -- this is critical, Your Honor. All I need
21 KB to understand, I don't hate KB for this and I need them to work
22 with me on my plan.

23 Well, what was her plan? Her plan was to file this in
24 District Court, to run up attorney's fees and costs because
25 arbitration is relatively inexpensive in front of the GLVAR. It's much

1 less expensive than Triple A or any other professional arbitration
2 association.

3 So her plan was to run up the fees and costs of this
4 litigation by filing in District Court. That is the ulterior motive. That
5 is the abuse of process. And, Your Honor, how do we know -- now
6 we're arguing issues of material fact. How do we know that Ms.
7 Chan intended to work out a plan with KB Homes? I'll tell you how.
8 We're here three years later and KB Homes hasn't even answered
9 the Complaint.

10 THE COURT: No and Counsel --

11 MR. OLSEN: They were given an --

12 THE COURT: And Counsel --

13 MR. OLSEN: -- open extension.

14 THE COURT: And Counsel, I want to -- I totally understand
15 what you're saying and I -- as I said, I don't think Ms. Chan
16 represents the best of a litigant. I think that her purpose here was
17 to make a point, but -- and I think your point about the KB Homes
18 thing is legitimate.

19 As I said, my initial reaction was that -- to grant the abuse
20 of process. But looking at the law itself, she -- there's -- you know,
21 as I said, her obligation to file a -- for arbitration was an ethical one
22 pursuant to the regulations relating to realtors. That's an
23 administrative matter. It doesn't preclude her from bringing a
24 lawsuit.

25 And the lawsuit's purpose was to -- you know, to defend

1 her position on the commission. So, you know, if she wanted to
2 spend the money to do that, that's what the litigation was about.
3 And, you know, it sort of goes both ways. Both sides were
4 prepared to defend their position to the Nth degree.

5 And while I think that Ms. Chan, you know, carried the
6 litigation on for an extended period out of a vexatious and frivolous
7 nature, I don't think that it constituted what is an abuse of process.
8 And the filing of the Complaint and the litigation went through in
9 the ordinary course and -- so I don't see that there was an abuse of
10 process.

11 And in terms of an ulterior motive, the motive solely
12 focused on the goal of the -- of this case, which was to get the
13 commission. So I understand what you're saying. I don't like what
14 has happened here, but I don't see Ms. Chan having abuse --
15 committed the elements of abuse of process.

16 MR. OLSEN: Okay. Your Honor, [unintelligible]. We also
17 asserted EDCR 7.60 and [inaudible] if there's any filing that is
18 frivolous unnecessary, or unwarranted, or it is done to increase the
19 costs and it's unreasonably vexatious, the Court has full discretion
20 to grant attorney's fees and costs in that instance as well.

21 The only reason I bring this up, Your Honor, is obviously
22 we incurred a bunch of fees prior to arbitration, fighting this District
23 Court because we had to get her to -- we had to force Ms. Chan to
24 Stay this matter, pending mandatory arbitration and then we've had
25 to fight since then to get enforcement.

1 So the only thing at 7.60 that allows that it would be in
2 addition to what we can get contractually would be those attorney's
3 fees and costs we incurred in fighting this matter prior to going to
4 mandatory binding arbitration.

5 And so, Your Honor, we would ask you to apply 7.60 so
6 we can recover those fees. Otherwise, Your Honor, as you can tell,
7 we will have won the battle and lost the financial war in this case,
8 since we were only fighting a \$13,000 commission from the
9 beginning.

10 THE COURT: Well -- and I'm not inclined to go down that
11 route at this point and try to devolve what was frivolous and
12 vexatious. I mean, I do think Ms. Chan had a right to litigate her
13 position, which is first to show is the one to get it. And so I'm not
14 inclined to do this, but I am inclined to go with contractual
15 obligation to pay the cost. So that's where I'm leaning on that
16 regard.

17 MR. OLSEN: Your Honor, I'm sorry, to clarify, that would
18 be fees and costs, right?

19 THE COURT: Right.

20 MR. OLSEN: Since your last order. Okay. Thank you.

21 THE COURT: All right. Mr. Frizell, is there anything you
22 want to add to the record real quick.

23 MR. FRIZELL: Yes, Your Honor. And I understand the
24 Court's ruling; however, I just want to be clear. I don't know if I
25 misunderstood what you said or if you cut out, but I seems like

1 earlier on before Mr. Olsen began speaking, you said that you were
2 going to grant Defendant's Motion for Summary Judgment or --

3 THE COURT: Right. I mean, Plaintiff's Motion --

4 MR. FRIZELL: Because it seems like --

5 THE COURT: -- for Summary Judgment.

6 MR. FRIZELL: -- you're saying you're not going to grant
7 that.

8 THE COURT: Sorry.

9 MR. FRIZELL: I'm sorry too. I'm sorry, I couldn't hear you,
10 Your Honor.

11 THE COURT: Yes, I'm granting Plaintiff's Motion for
12 Summary Judgment as to the Abuse of Process.

13 MR. FRIZELL: Thank you. Okay. And that clears that up
14 for me, Your Honor.

15 And I just -- the only one thing I want to put on the record
16 because I know the Court has outlined its reasoning and that -- and I
17 appreciate [inaudible] is it's been represented to the Court today
18 that they, meaning the Defendants, had to compel her to go to
19 arbitration and I would say that that's not correct, Your Honor. The
20 record shows that Ms. Chan, herself, asked the Court to Stay the
21 case so it could go to arbitration and Mr. Olsen's office actually
22 opposed that motion. So that's the only thing I want to state for the
23 record, Your Honor. I understand your ruling.

24 I also want to -- I did want to add one thing because the
25 Court -- attorneys can never just shut up and so I apologize in

1 advance, but I do want to say that, you know, respecting attorney's
2 fees, I understand you're going to revisit that and I just hope that
3 we have an opportunity to respond to what is presented to the
4 Court in terms of fees claimed because -- and I say that because
5 going through the billing, I see that there's a billing for a Nevada
6 State business license, an annual list.

7 There's also their abuse of process motions that are
8 included in there. Their Motion to Oppose the Lift -- or the Stay --
9 or, you know, to oppose the Stay of the case so that it could go
10 forward to arbitration. So I think there were some matters we
11 would like to be heard on in terms of the language here.

12 THE COURT: All right. Counsel -- I take it Counsel, you've
13 given the billing to Plaintiff's Counsel?

14 MR. OLSEN: We have, Your Honor. And it does have very
15 detailed entries. What we need to do though is, as Your Honor is
16 well aware, under the long stream of Nevada Supreme Court cases
17 we're allowed to seek a recovery on an hourly basis. We'll convert
18 those so they reflect the hourly billings and we'll also give a
19 summary of the work done since your last reward, so it's very clear
20 to everyone.

21 THE COURT: When do you think you can get that to me?

22 MR. OLSEN: I think we can get that done within two
23 weeks, Your Honor; if that's okay.

24 THE COURT: All right. I'll require you to get me that in
25 two weeks.

1 Mr. Frizell, how long do you need if you want to complain
2 about anything?

3 MR. FRIZELL: Thank you, Your Honor. And I did not want
4 to insult the Court -- were appalled the -- to the comparison, I'm just
5 trying to say that -- anyway. I won't go there. I'll just say that I did
6 not mean to offend the Court.

7 But what I would say is yeah, I would appreciate two
8 weeks. And could we also have -- because one of the factors in
9 considering the *Brunzell* factors is how much was actually paid by
10 the client or incurred by the client. And so if we could also get a
11 clarification, because I feel there's also some flat fees that are listed
12 in there.

13 So if we could get -- and I don't understand how they're --
14 if we could get clarification as to what the client -- his client actually
15 paid and/or is responsible for, so that can help us as well.

16 THE COURT: Okay.

17 MR. OLSEN: You -- if I could respond to that. It doesn't
18 matter what our client paid, it's what was incurred. In *Scott v Zhou*,
19 that's 120 Nev. 571, as well as *Shuette v Beazer Homes*, 121 Nev
20 837, the Supreme Court has held even if the fees are incurred on a
21 contingency flat fee base, the award can be on an hourly basis and
22 that's --

23 THE COURT: No, I --

24 MR. OLSEN: -- what we're seeking.

25 THE COURT: I understand all that. I mean, file it with

1 your explanation and justification and I'll give Mr. -- you said you
2 needed two weeks, Mr. Frizell?

3 MR. FRIZELL: Yes, sir. If we could.

4 THE COURT: Okay. I'll give you two weeks. And I'll give
5 you a week if you want to file a Reply to anything he says.

6 MR. OLSEN: Okay. So, Your Honor, if I could just recap
7 so I can prepare the order.

8 THE COURT: Okay.

9 MR. OLSEN: The Court is going to grant our Motion for
10 Summary Judgment with regard to the contract --

11 THE COURT: Well, I don't know if that's --

12 MR. OLSEN: -- attorney's fees and --

13 THE COURT: You moved for fees. I -- however you want,
14 I didn't -- was -- summary judge -- I guess I am granting the motion
15 pursuant to the contract for attorney's fees and costs. So, yes.

16 MR. OLSEN: Right. Okay. And then also granting our
17 motion with regard to the release of the bond.

18 THE COURT: Right.

19 MR. OLSEN: And granting our motion with regard to
20 the -- well, sorry. Denying our motion with regard to the Writ --

21 THE COURT: Right.

22 MR. OLSEN: -- of Writ of Attachment because we already
23 a valid Writ of Attachment we can execute on.

24 THE COURT: Right. And I'm granting Plaintiff's Motion to
25 Summary Judgment on the Abuse of Process.

1 MR. OLSEN: Got it.

2 MR. FRIZELL: Just for clarification, Your Honor, because
3 we will be seeking to appeal, can we have leave to file a new
4 Motion to Stay with a new supersedeas bond?

5 THE COURT: Sure.

6 All right. Thank you, everybody.

7 MR. OLSEN: Thank you, Your Honor. I appreciate it.

8 THE CLERK: You said two weeks, right?

9 THE COURT: Yeah, go ahead and announce it.

10 THE CLERK: We can do August the 5th at 9:00 a.m.

11 THE COURT: For him to file his attorney's fees?

12 THE CLERK: Yes.

13 THE COURT: And then two weeks for Mr. Frizell, when's
14 that?

15 THE CLERK: Can we do the same day?

16 THE COURT: No, two weeks after that.

17 THE CLERK: Oh, two weeks after that.

18 Then that will be, looks like August the 19th at 8:30.

19 THE COURT: And then we'll give one week after that to --
20 for a Reply.

21 THE CLERK: That'll be August 26th at 10:30.

22 THE COURT: And then three weeks after that we'll set the
23 hearing on fees.

24 THE CLERK: That'll be looks like September 16th at 8:30.

25 THE COURT: All right. Thank you, everybody.

1 MR. OLSEN: Thank you, Your Honor.

2 MR. FRIZELL: Your Honor -- thank you, Your Honor. Just
3 for the order -- and sorry. But the times that were mentioned, the
4 time's just for the hearing, is that correct?

5 THE COURT: The time -- the last one, when was the time
6 for the hearing?

7 THE CLERK: The last one was 8:30.

8 THE COURT: 8:30.

9 MR. FRIZELL: And for the times of the motion that's -- that
10 may be due at -- as they're normally due, as opposed to 10:30 in the
11 morning.

12 THE COURT: Say that again.

13 MR. OLSEN: I'll get you on those dates.

14 MR. FRIZELL: So when -- on the dates that were stated for
15 when the briefs are due --

16 THE COURT: Right.

17 MR. FRIZELL: -- the Clerk gave a list of times so we just
18 make it, you know, in the ordinary course, as opposed to say 9:30 in
19 the morning or what have you?

20 THE COURT: Did you say 9:30 in the morning?

21 Oh, I'm sorry. I didn't even -- I wasn't even paying -- I
22 have a new court clerk --

23 THE CLERK: Sorry.

24 THE COURT: -- who is great, but she's getting used to the
25 process so yes, there's no -- it's in the ordinary -- ignore the time for

1 the filing of the briefs. The ordinary course, by the end of the day.

2 MR. FRIZELL: And no offense to the court clerk. We
3 appreciate --

4 THE CLERK: It's okay.

5 MR. FRIZELL: -- all you do.

6 THE CLERK: Thank you.

7 MR. OLSEN: Thank you, Your Honor.

8 THE COURT: All right. Thank you, guys. I appreciate it.

9 MR. FRIZELL: Thank you, Your Honor.

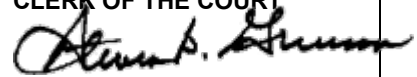
10 [Proceeding concluded at 11:28 a.m.]

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21 ATTEST: I do hereby certify that I have truly and correctly
22 transcribed the audio/video proceedings in the above-entitled case
23 to the best of my ability.

24 

25 Brittany Mangelson
Independent Transcriber



MEMO

MICHAEL A. OLSEN, ESQ.

Nevada Bar No: 6076

THOMAS R. GROVER, ESQ.

Nevada Bar No. 12387

KEITH D. ROTSONG, ESQ.

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Case No. A-16-744109-C

Dept. XII

BETTY CHAN and ASIAN AMERICAN
REALTY & PROPERTY MANAGEMENT,

Plaintiff,

v.

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.

**MEMORANDUM FOR PRODUCTION OF INVOICES FOR ATTORNEY'S FEES AND
COSTS**

COMES NOW, Defendants WAYNE WU, JUDITH SULLIVAN, NEVADA REAL
ESTATE CORP. and JERRIN CHIU, (collectively "Defendants" or "Defendants/
Counterclaimants") by and through their attorney, Michael A. Olsen, Esq. of the law firm
Blackrock Legal, LLC., and hereby submits this *Memorandum for Production of Invoices for*



1 *Attorney's Fees and Costs* (hereafter "Memorandum") on the grounds set forth in the Points and
2 Authorities herein, Exhibits attached hereto and any paper or pleadings on file with this court.

3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **BACKGROUND**

5
6 Betty Chan (hereafter "Ms. Chan") and Defendants have been involved in this matter for
7 years. In 2017, the parties went through binding arbitration to determine which party would be
8 entitled to a commission for the sale of real property. The arbitration panel awarded Defendants
9 the lion's share of the commission, and since then, Ms. Chan has fought tooth and nail to reverse
10 that decision. Defendants presented their invoices to the Court in a *Memorandum of Costs and*
11 *Disbursements* on October 31, 2018. Following the memorandum from October 31, 2018, the
12 Court entered an award of attorney's fees and costs against Ms. Chan in favor of Defendants on
13 November 30, 2018. The award was based off of the Agreement to Arbitrate which was signed
14 by both parties and included a clause requiring the party to bear attorney's fees and costs should
15 the prevailing party need court assistance in enforcing the arbitration award. This Court awarded
16 Defendants \$21,435.00 in attorney's fees. This award included the attorney's fees and costs from
17 the inception of the case through October 31, 2018. However, since that award was issued, Ms.
18 Chan has still refused to honor the arbitration award and has caused the Defendants to incur tens
19 of thousands in additional fees.
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21

22 Since October 31, 2018, substantial work has been done by Defendant's attorneys to
23 enforce the arbitration award. Immediately following the October 31, 2020 production of
24 invoices, Ms. Chan's attorney sought to withdraw as counsel. Then, in early 2019, Defendants
25 were forced to file a *Motion for Writ of Attachment* to try and recover the proceeds held in
26 escrow by the GLVAR. Ms. Chan filed an opposition to this motion. A hearing was held, and the
27 writ of attachment was granted. Thereafter, Ms. Chan filed a motion to stay execution, to which
28

1 Defendants objected. This Court held a hearing and required Ms. Chan to post a bond prior to the
2 appeal. Then, Ms. Chan initiated an inappropriate appeal with the Supreme Court of Nevada.

3 The appeal, which involved substantial briefing and participation in the Supreme Court's
4 mandatory settlement program, lasted over one year. Due to Ms. Chan's untimely and
5 inappropriate appeal, Defendants were required to draft mediation briefing, docket statements,
6 participate in mediation and respond to two orders to show cause why Ms. Chan's appeal should
7 not be dismissed. Finally, on May 14, 2020, the Supreme Court of Nevada dismissed the appeal.
8 Throughout the appeal, Defendants incurred one year of legal fees and prepared multiple
9 briefings.
10

11 Furthermore, while the appeal was pending, Ms. Chan filed a *Motion to Formally Resolve*
12 to which Defendants filed a response and attended a hearing. As this Court is aware, this matter
13 has dragged on for years. Since the last award of attorney's fees, Defendants have incurred
14 nearly two years of legal fees seeking enforcement of the arbitration award.
15

16 On July 31, 2020, this Court entertained another request by Defendants for an award of
17 attorney's fees, among other requests for relief. This Court entered an award of attorney's fees
18 against Ms. Chan again, however the Court requested supplemental briefing to determine an
19 exact amount. Since the first award of attorney's fees, Defendants have incurred an additional
20 \$88,659.17 in attorney's fees and costs pursuing enforcement of the arbitration award. The
21 invoices, and a brief summary of the fees and costs incurred is located below.
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23

24 **LEGAL ANALYSIS**

25 **A. DEFENDANTS' FEES AND COSTS FROM OCTOBER 31, 2018 UNTIL JULY 31,** 26 **2020**

27 This Court entertained a previous motion for attorney's fees on October 31, 2018 and
28 took the request under advisement. Also on October 31, 2018, Defendants filed a *Memorandum*

1 of *Costs and Disbursements* outlining the amounts incurred as well as the attaching the invoices
2 for the Court's review. Thereafter, the Court entered an *Order Granting Defendants'*
3 *Countermotion for Summary Judgment and Attorney Fees and Costs* was entered on March 22,
4 2019 granted Defendants an award of attorney's fees in the amount of \$21,435.00. Therefore,
5 since the filing of the October 31, 2018 *Memorandum of Costs and Disbursements*, no attorney's
6 fees have been awarded. Since October 31, 2018, Defendants have incurred an additional
7 \$88,659.17 trying to enforce the arbitration award.¹ The following is a month by month
8 breakdown of the attorney's fees and costs incurred since October 31, 2018:
9

MONTH	AMOUNT
November 2018	\$1,050.00
December 2018	\$1,575.00
January 2019	\$408.50
February 2019	\$4,698.50
March 2019	\$3,619.17
April 2019	\$7,049.00
May 2019	\$5,378.50
June 2019	\$5,250.00
July 2019	\$740.00
August 2019	\$6,123.46
September 2019	\$2,335.00
October 2019	\$1,580.00
November 2019	\$3,935.00

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¹ Invoices are attached as **Exhibit "1"**.

December 2019	\$4,055.00
January 2020	\$7,018.72
February 2020	\$966.00
March 2020	\$1,595.00
April 2020	\$9,602.31
May 2020	\$5,264.61
June 2020	\$6,950.40
July 2020	\$9,465.00
TOTAL	\$88,659.17

In Scott v. Zhou, a tortfeasor appealed a \$10,000.00 attorney fee award to the plaintiff. The plaintiff had retained counsel on a contingency fee basis and obtained a jury verdict awarding \$4,215.00 based on damages caused by the tortfeasor. The attorney fee award was affirmed.

The court considered that [plaintiff]'s case was handled on a contingency fee basis; [plaintiff]'s attorney normally charges \$200 per hour for non-contingent fee matters, which the district court found to be reasonable. The court further considered that [plaintiff]'s counsel estimated that he had expended 75 hours from preparation through the jury trial, which the district court also concluded was reasonable, considering the nature of the case and the difficulties associated with [it] . . .²

Thus, a court exercising its discretion to award an attorney fee considers numerous factors, including the amount of time the prevailing party's attorneys had to invest in the case, and the normal hourly rate charged by the prevailing party's attorneys.

² Scott v. Zhou, 120 Nev. 571, 574, 98 P.3d 313, 313 (2004).

1 Several cases have discussed the appropriateness of fees charged by Nevada attorneys.
2 Plaza Bank v. Alan Green Family Trust as well as Shuette v. Beazer Homes Holding Corp. both
3 discuss the fees and reasonable rates attorneys may charge. In Shuette, the Court provided
4 guidelines for determining the appropriateness of fee awards:
5

6 “[I]n determining the amount of fees to award, the court is not limited to one
7 specific approach; its analysis may begin with any method rationally designed to
8 calculate a reasonable amount, including those based on a ‘lodestar’ amount or a
contingency fee. [...] The lodestar approach involves multiplying ‘the number of
hours reasonably spent on the case by a reasonable hourly rate.’”³

9 In Plaza, the Court determined that reasonable hourly rates for purposes of a lodestar calculation
10 in Nevada include \$425.00-\$475.00 for partners, \$250.00-\$325.00 for associates, and \$100.00 for
11 paralegals.⁴ Bear in mind these proposed fee ranges are from a decision handed down in 2013.
12 Obviously rates have increased in the nearly 8 years since that decision was handed down by the
13 Supreme Court of Nevada.
14

15 Defendants in this case have been billed both hourly (early in the case) and on a
16 contingency fee basis, however, this court should consider the normal hourly rate charged by the
17 prevailing party’s attorney as well as the amount of time invested in the case.⁵ Furthermore, the
18 rates charged by Defendants’ counsel are reasonable pursuant to the Plaza decision as well as
19 Shuette, which are quoted above. Partners at Blackrock Legal bill at \$450.00/ hour, associates bill
20 at \$250.00/ hour and paralegals at \$100.00/ hour. These rates are reasonable, and this Court
21 should grant the full amount of \$88,659.17 to Defendants.
22
23

24 “[I]n determining the amount of fees to award, the court is not limited to one specific
25 approach; its analysis may begin with any method rationally designed to calculate a reasonable
26

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

28 ⁴ Plaza Bank v. Alan Green Family Trust, 2013 U.S. Dist. LEXIS 58657, at *4, 2013 WL 1759580 (D. Nev. 2013).

⁵ Scott v. Zhou, 120 Nev. 571, 574, 98 P.3d 313, 313 (2004).

amount”⁶ Nevada courts have long relied upon the factors in Brunzell v. Golden Gate Nat’l Bank to determine reasonability of fees, including:

(1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether the attorney was successful and what benefits were derived.⁷

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

A. Brunzell Factor #1: “the qualities of the advocate: his ability, his training, education, experience, professional standing and skill”⁸

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

Keith D. Routsong, Esq. is a graduate of the Brigham Young University and the University of Nebraska Lincoln College of Law. His practice focuses primarily in probate and trust litigation as well as general litigation, such as the present matter.

B. Brunzell Factor #2: “the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation”⁹

⁶ Shuette v. Beazer Homes Holding Corp., 121 Nev. 837, 864, 124 P.3d 530 (2005).

⁷ Brunzell v. Golden Gate Nat’l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

⁸ Brunzell, 85 Nev. at 349.

⁹ Brunzell, 85 Nev. at 349.

1 This matter has involved unnecessary briefing and research, motion practice before this
2 Court before Chan made any attempt to arbitrate this matter, followed by refusal by Chan to
3 comply with the Award. Chan completely disregarded the requirement of seeking procedural
4 review of the Award before the GLVAR, and now seeks to prolong this matter further by
5 continuing litigation before this Court without any legal basis to do so. Chan filed an
6 unnecessary appeal and forced this matter to drag on for years.

8 **C. Brunzell Factor #3: “the work actually performed by the lawyer: the skill,**
9 **time and attention given to the work”¹⁰**

10 Chan’s attempt to obtain funds to which she is not entitled and litigate against Defendants
11 has required investment of a substantial amount of time and effort to prepare and provide a
12 proper defense, including against motion practice unwarranted under the GLVAR ethical rules
13 binding on Chan. Defendants have received representation through this district court case,
14 through arbitration proceedings, through mediation and through an illegitimate appeal. Chan’s
15 attorneys have performed a substantial amount of work combating Ms. Chan’s inappropriate
16 litigation.

18 **D. Brunzell Factor #4: “the result: whether the attorney was successful and**
19 **what benefits were derived”¹¹**

20 Defendants have already been successful in demonstrating to the GLVAR that they were
21 entitled to the majority of the funds at issue in this matter. Specifically, \$10,346.49 of
22 \$13,795.32 was awarded to Wu. Defendants also prevailed previously in demonstrating that
23 arbitration was required and that Chan had failed to proceed with arbitration instead of filing the
24 complaint that initiated this action. Chan specifically acknowledged in the Agreement to
25

28 ¹⁰ Brunzell, 85 Nev. at 349.

¹¹ Brunzell, 85 Nev. at 349.



1 Arbitrate that fees and costs incurred to enforce the Award against her would be payable by her.
2 Defendants’ attorneys have successfully had the inappropriate appeal dismissed as well.

3 While “good judgment would dictate that each of these factors be given consideration by
4 the trier of fact and that no one element should predominate or be given undue weight,”¹² each
5 factor strongly supports an award of attorneys’ fees and costs in favor of Defendants.
6

7 **CONCLUSION**

8 Defendants have presented invoices demonstrating their fees and costs incurred since
9 October 31, 2018 trying to enforce the arbitration award. This Court, which has already
10 determined that an award of fees and costs is appropriate, should determine that Defendants are
11 owed \$88,659.17, of which \$383.17 is costs. This figure constitutes the fees and costs
12 Defendants have incurred between October 31, 2018 through July 31, 2020. As the Court can
13 readily ascertain from a review of the invoices, detailed hourly time entries were maintained
14 throughout this litigation and are reasonable under a Brunzell analysis and pursuant to the case
15 law cited above.
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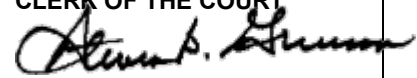
18 DATED this 11th day of AUGUST 2020.

19
20 BLACKROCK LEGAL

21 /s/Keith D. Routsong, Esq.
22 MICHAEL A. OLSEN, ESQ.
23 Nevada Bar No. 6076
24 THOMAS R. GROVER, ESQ.
25 Nevada Bar No. 12387
26 KEITH D. ROUTSONG, ESQ.
27 Nevada Bar No. 14944
28

¹² Brunzell, 85 Nev. at 349–50.

EXHIBIT “1” submitted *in camera*



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**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 11th, 2020 the **MEMORANDUM FOR PRODUCTION OF INVOICES** was served via electronic service pursuant to Administrative Order 14-2 and NEFCR 9 upon those parties on the master service list:

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/s/Christine Manning

An Employee of BLACKROCK LEGAL





1 **NOTC**

2 MICHAEL A. OLSEN, ESQ.

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16 *Attorneys for Defendants/Counterclaimants*

17 *Wayne Wu, Judith Sullivan, Nevada Real Estate*

18 *Corp. and Jerrin Chiu*

19 **DISTRICT COURT**
20 **CLARK COUNTY, NEVADA**

21 BETTY CHAN and ASIAN AMERICAN
22 REALTY & PROPERTY MANAGEMENT,

23 Plaintiff,

24 v.

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

Defendants.

Case No: A-16-744109-C

Dept. No.: XII

29 **NOTICE OF PRODUCTION OF DOCUMENTS FOR *IN CAMERA* REVIEW**

30 PLEASE TAKE NOTICE that Defendants/Counterclaimants, WAYNE WU, JUDITH
31 SULLIVAN, NEVADA REAL ESTATE CORP. and JERRIN CHIU, have submitted redacted

32 ///

1 copies of **EXHIBIT "1"** Blackrock Legal, LLC Invoices for *in camera* review by the Court.

2 DATED this 12th day of August 2020.

3 **BLACKROCK LEGAL, LLC**

4 /s/ Keith D. Routsong

5 MICHAEL A. OLSEN, ESQ.

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12 *Wayne Wu, Judith Sullivan, Nevada Real*

13 *Estate Corp. and Jerrin Chiu*

