

IN THE SUPREME COURT OF THE STATE OF NEVADA

NO. 82208

BETTY CHAN; and ASIAN AMERICAN REALTY & PROPERTY
MANAGEMENT,

Electronically Filed
May 26 2021 05:40 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 7)**

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

R. DUANE FRIZELL, ESQ.

Nevada Bar No. 9807

FRIZELL LAW FIRM, PLLC

400 N. Stephanie St., Suite 265

Henderson, Nevada 89014

Telephone (702) 657-6000

Facsimile (702) 657-0065

DFrizell@FrizellLaw.com

Attorney for Appellants

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 7)***, together with any and all exhibits and attachments, via the Supreme Court's

Electronic Filing System:

MICHAEL A. OLSEN, ESQ.
Nevada State Bar No. 6076
THOMAS R. GROVER, ESQ.
Nevada State Bar No. 12387
KEITH D. ROUTSONG, ESQ.
Nevada State Bar No. 14944
BLACKROCK LEGAL, LLC
10155 W. Twain Ave., Suite 100
Las Vegas, Nevada 89147
Telephone (702) 855-5658
Attorneys for Respondents

/s/ Aiqin Ni
AIQIN NIU
An employee of
FRIZELL LAW FIRM, PLLC

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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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Nevada Supreme Court Case No. 82208 (8th Jud. Dist. Ct. Case No. A-16-744109-C)
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

Chan, et al. v. Wu, et al.
Nevada Supreme Court Case No. 82208 (8th Jud. Dist. Ct. Case No. A-16-744109-C)
Appendix (Alphabetical Index)

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.
Nevada Supreme Court Case No. 82208 (8th Jud. Dist. Ct. Case No. A-16-744109-C)
Appendix (Alphabetical Index)

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.
Nevada Supreme Court Case No. 82208 (8th Jud. Dist. Ct. Case No. A-16-744109-C)
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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.
Nevada Supreme Court Case No. 82208 (8th Jud. Dist. Ct. Case No. A-16-744109-C)
Appendix (Alphabetical Index)

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.
Nevada Supreme Court Case No. 82208 (8th Jud. Dist. Ct. Case No. A-16-744109-C)
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 “1”

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
12574	08/04/2020	\$9,465.00		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
07/03/2020	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on Order denying Motion to Strike but granting additional time to respond to MSJ.	450.00	0:18	135.00
07/07/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review whether opposing counsel is gonna submit an order from the last hearing; check to see if Opposition has been filed.	450.00	0:48	360.00
07/08/2020	Keith Routsong:Contingency Review opposition and countermotion filed by opposing counsel early this morning.	250.00	1:00	250.00
07/09/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and analysis of Opposition to Motion for Summary Judgment; review and respond to email from opposing counsel re: same: conference with associate re: [REDACTED]	450.00	1:06	495.00
07/09/2020	Keith Routsong:Contingency Update outline of reply to include basic legal arguments.	250.00	0:42	175.00
07/09/2020	Keith Routsong:Contingency Drafted factual portion of reply. Review Ms. Chan's factual rebuttals.	250.00	1:48	450.00
07/10/2020	Keith Routsong:Contingency Drafted legal argument in favor of fee award. Reviewed orders regarding fees.	250.00	1:36	400.00
07/11/2020	Keith Routsong:Contingency Revision of factual portion. Continued drafting legal argument re: award of fees.	250.00	1:12	300.00
07/13/2020	Keith Routsong:Contingency Drafted legal argument re: execution is appropriate. Reviewed case law and relevant statutes.	250.00	0:48	200.00
07/13/2020	Keith Routsong:Contingency Drafted legal argument re: release of supersedeas bond. Reviewed language of NRCP 62.	250.00	1:36	400.00
07/13/2020	Keith Routsong:Contingency Drafted opposition to countermotion for summary judgment re: failure to adequately plead for summary judgment.	250.00	0:36	150.00
07/13/2020	Keith Routsong:Contingency Drafted legal argument for opposition re: Ms. Chan failed to demonstrate any facts to rebut our claim for summary judgment.	250.00	1:00	250.00
07/13/2020	Keith Routsong:Contingency Drafted legal arguments in favor of summary judgment on abuse of process claim including motive and purposeful acts arguments.	250.00	1:48	450.00
07/13/2020	Keith Routsong:Contingency Drafted conclusion, compiled exhibits, sent to MAO for review.	250.00	0:48	200.00
07/13/2020	Keith Routsong:Contingency Finalized and filed reply.	250.00	0:12	50.00
07/14/2020	MICHAEL A. OLSEN, ESQ.:Contingency Confirm filing of Reply; review exhibits for the same; look at date and time for hearing.	450.00	0:48	360.00
07/15/2020	Christine Manning:Contingency Prepared Certificate of Service for Reply: Electronically filed and served documents to the court.	100.00	0:24	40.00
07/15/2020	Christine Manning:Contingency	100.00	0:12	20.00

7 Appx 001370

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
07/17/2020	Reviewed and imported documents from court. MICHAEL A. OLSEN, ESQ.:Contingency Review and analysis of notice of change of hearing; review strategy for same.	450.00	0:30	225.00
07/17/2020	Christine Manning:Contingency Correspondence with Department regarding Attorney appearance information.	100.00	0:12	20.00
07/17/2020	Vicki Pyne:Contingency Reviewed and imported Notice of Change of Hearing on Motions for Summary Judgment electronically issued and filed by the Court	150.00	0:12	30.00
07/17/2020	Vicki Pyne:Contingency Reviewed and imported Notice of Change of Hearing regarding Motion for Summary Judgment	150.00	0:12	30.00
07/20/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review all pleadings and exhibits; tab exhibits for Oral argument; draft oral argument.	450.00	2:06	945.00
07/20/2020	Christine Manning:Contingency Reviewed and imported several documents from court.	100.00	0:24	40.00
07/20/2020	Christine Manning:Contingency Prepared hearing binder with index.	100.00	1:00	100.00
07/21/2020	MICHAEL A. OLSEN, ESQ.:Contingency Complete outline for oral argument; try to break out billings since last fee and cost award; review strategy for hearing; attend hearing; conference with associate re: [REDACTED]	450.00	2:48	1,260.00
07/21/2020	Keith Routsong:Contingency Review attorney fees amounts and send message to MAO re: the same.	250.00	0:30	125.00
07/21/2020	Keith Routsong:Contingency Legal research re: payment of fees regardless of what client is actually charged.	250.00	1:06	275.00
07/22/2020	Keith Routsong:Contingency Began basic drafting of order and fee request.	250.00	1:00	250.00
07/23/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review outcome of hearing with paralegal and associate and discuss filing of attorney's fees sought since last award of same; review strategy [REDACTED]	450.00	0:36	270.00
07/27/2020	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on status of reviewing and redacting invoices; review strategy [REDACTED]	450.00	0:36	270.00
07/28/2020	Keith Routsong:Contingency Began drafting factual portion of order and legal conclusions.	250.00	0:54	225.00
07/29/2020	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on getting video from hearing; getting Order done; collecting from GLVAR and from Court Clerk.	450.00	0:48	360.00
07/30/2020	MICHAEL A. OLSEN, ESQ.:Contingency Follow upon status of getting hearing video/transcript for Order prep; review status of preparing invoices for production; instruct associate to execute on writ of attachment.	450.00	0:24	180.00
07/31/2020	Keith Routsong:Contingency Began drafting of fee request.	250.00	0:42	175.00

BALANCE DUE

\$9,465.00

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
12573	08/04/2020	\$6,950.40		

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
06/03/2020	Keith Routsong:Contingency Compile all exhibits.	250.00	1:00	250.00
06/03/2020	Keith Routsong:Contingency Review MAO edits. Incorporate all edits and draft additional sections to MSJ.	250.00	2:06	525.00
06/03/2020	Keith Routsong:Contingency Incorporate additional edits by MAO. Instruct paralegal re: filing.	250.00	0:36	150.00
06/04/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and revise MSJ or alternative for fees and costs pursuant to contract; review exhibits for the same.	450.00	1:06	495.00
06/04/2020	Christine Manning:Contingency Electronically filed and served Motion for Summary Judgment to the court.	100.00	0:24	40.00
06/04/2020	Christine Manning:Contingency Reviewed and imported documents from court.	100.00	0:12	20.00
06/05/2020	Christine Manning:Contingency Prepared Certificate of Service for Motion and Notice: Electronically filed and served documents to the court.	100.00	0:24	40.00
06/05/2020	Christine Manning:Contingency Reviewed and imported documents from court.	100.00	0:12	20.00
06/09/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review correspondence from Court noting dismissal of appeal and confirming hearing on our MSJ; contact client re: same.	450.00	0:24	180.00
06/10/2020	Keith Routsong:Contingency Review emails re: cancellation of status check. Review remittitur.	250.00	0:24	100.00
06/11/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and respond to email from Duane Frizell, Esq. re: deadline for Betty's response to our MSJ, for attorney's fees and costs.	450.00	0:18	135.00
06/16/2020	Vicki Pyne:Contingency Reviewed and imported Order Dismissing Appeal issued and filed by the Nevada Supreme Court	150.00	0:12	30.00
06/17/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and respond to email from opposing counsel re: Motion for Continuance; review arguments against the same.	450.00	0:30	225.00
06/22/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and respond to email from opposing counsel; grant continuance.	450.00	0:24	180.00
06/23/2020	Keith Routsong:Contingency Draft outline for upcoming reply. Review previous pleadings to determine if other drafts can be incorporated into reply.	250.00	1:12	300.00
06/24/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and respond to email from opposing counsel.	450.00	0:18	135.00
06/25/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review Motion to Strike and/or for an extension.	450.00	0:42	315.00
06/25/2020	Keith Routsong:Contingency Review ex parte motion filed by opposing counsel. Begin reviewing case law cited by opposing counsel re: remittitur.	250.00	1:06	275.00
06/26/2020	Keith Routsong:Contingency Review hearing status on opposing counsel's motion to strike.	250.00	0:12	50.00

7 Appx 001372

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
06/26/2020	Keith Routsong:Contingency Review OST filed and signed by judge for upcoming hearing. Discuss the same with paralegal.	250.00	0:18	75.00
06/26/2020	Vicki Pyne:Contingency Reviewed and imported Plaintiffs' Motion to Strike or in the Alternative to Extend Briefing and Continue Hearing on Defendants' Motion for Summary Judgment (First Request) on an Ex Parte Application for an Order Shortening Time electronically filed with the Court	150.00	0:12	30.00
06/26/2020	Vicki Pyne:Contingency Reviewed and imported Clerk's Notice of Hearing on Plaintiffs' Motion to Strike or in the Alternative to Extend Briefing and Continue Hearing on Defendants' Motion for Summary Judgment (First Request) on an Ex Parte Application for an Order Shortening Time electronically filed with the Court	150.00	0:12	30.00
06/26/2020	Vicki Pyne:Contingency Reviewed and imported Order Shortening Time for hearing on Plaintiffs' Motion to Strike or in the Alternative to Extend Briefing and Continue Hearing on Defendants' Motion for Summary Judgment (First Request) electronically filed with the Court	150.00	0:12	30.00
06/26/2020	Vicki Pyne:Contingency Reviewed and imported Notice of Motion and Order Shortening Time electronically filed with the Court by counsel for Plaintiffs	150.00	0:12	30.00
06/26/2020	Keith Routsong:Contingency Review order shortening time and new date of hearing. Discussions with MAO regarding affidavit and opposition.	250.00	0:18	75.00
06/26/2020	Keith Routsong:Contingency Basic drafting and outlining of opposition.	250.00	0:24	100.00
06/26/2020	Keith Routsong:Contingency Drafted factual portion of opposition to motion to strike.	250.00	0:48	200.00
06/27/2020	Keith Routsong:Contingency Reviewed emails and affidavit for drafting opposition.	250.00	0:24	100.00
06/29/2020	Keith Routsong:Contingency Incorporate MAO affidavit into opposition. Update facts.	250.00	0:36	150.00
06/29/2020	Keith Routsong:Contingency Draft legal argument re: good cause not shown for extension. Review local rule re: the same.	250.00	0:48	200.00
06/29/2020	Keith Routsong:Contingency Draft legal argument re: waiver. Legal research re: the same.	250.00	0:42	175.00
06/29/2020	Keith Routsong:Contingency Legal research re: [REDACTED]. Drafted legal argument re: the same.	250.00	1:06	275.00
06/29/2020	Keith Routsong:Contingency Final edits and compiled exhibit for opposition. Sent to MAO for review.	250.00	0:24	100.00
06/29/2020	Vicki Pyne:Contingency Phone call to District Court Dept. 20's Judicial Executive Assistant to request BlueJeans videoconference instructions regarding hearing on Plaintiffs' Motion to Strike on Order Shortening Time; left voice message	150.00	0:12	30.00
06/29/2020	Vicki Pyne:Contingency Reviewed and imported Opposition to Plaintiffs' Motion to Strike on Order Shortening Time electronically filed with the Court	150.00	0:12	30.00
06/29/2020	Vicki Pyne:Contingency Email correspondence to Dept 20 Judicial Executive Assistant requesting BlueJeans video conference information regarding 6/30/20 hearing on Plaintiffs' Motion to Strike on Order Shortening Time	150.00	0:12	30.00
06/29/2020	Vicki Pyne:Contingency Reviewed and responded to email correspondence from Dept 20 Judicial Executive Assistant confirming BlueJeans video conference information regarding the 6/30/20 hearing on Plaintiffs' Motion to Strike on Order Shortening Time will be provided by the Court Recorder via email to all counsel	150.00	0:12	30.00
06/29/2020	Vicki Pyne:Contingency Reviewed and responded to email correspondence from Angie Calvillo, District Court Dept 20 Court Recorder, providing BlueJeans video conference instructions for the 6/30/20 hearing on Plaintiffs' Motion to Strike on Order Shortening Time	150.00	0:12	30.00
06/29/2020	MICHAEL A. OLSEN, ESQ.:Contingency Draft affidavit in support of Opposition to Motion to Strike and for Additional time: [REDACTED] [REDACTED]; prepare oral argument for hearing.	450.00	2:06	945.00

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
06/30/2020	MICHAEL A. OLSEN, ESQ.:Contingency Attend hearing on Motion to Strike and for Time to File Opposition to MSJ; Motion to Strike is denied; Motion to grant additional time granted.	450.00	1:18	585.00
06/30/2020	CLIENT COST REIMBURSEMENTS:Court Filing Fee-Wiznet Electronic Filing Fees	209.50	1	209.50
06/30/2020	CLIENT COST REIMBURSEMENTS:Court Filing Fee-Wiznet Electronic Filing Fees	3.50	2	7.00
06/30/2020	CLIENT COST REIMBURSEMENTS:Westlaw Research Westlaw Online Legal Research	18.90	1	18.90

BALANCE DUE

\$6,950.40

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
12572	08/04/2020	\$5,264.61	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
05/06/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and analysis of Supreme Court filign by opposing counsel determine not to respond.	450.00	0:30	225.00
05/07/2020	Vicki Pyne:Contingency Reviewed and imported Appellants' Motion to Strike Respondents' Reply to Appellants' Response to Order to Show Cause, or in the Alternative, to Grant Appellants' Leave to File Sur-Reply electronically filed with the Supreme Court of Nevada	150.00	0:12	30.00
05/19/2020	Keith Routsong:Contingency Review order filed by supreme court dismissing appeal.	250.00	0:30	125.00
05/19/2020	Keith Routsong:Contingency Began outlining and basic drafting of motion for summary judgment.	250.00	0:54	225.00
05/19/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review and analysis of Supreme Court Decision dismissing appeal; review strategy moving forward.	450.00	0:36	270.00
05/20/2020	Keith Routsong:Contingency Began drafting and revising factual portion of MSJ.	250.00	0:48	200.00
05/20/2020	Keith Routsong:Contingency Began researching procedure for supersedeas bond release.	250.00	1:06	275.00
05/20/2020	Keith Routsong:Contingency Drafted undisputed facts and incorporated standard of review. Revisions to undisputed facts.	250.00	1:00	250.00
05/20/2020	Keith Routsong:Contingency Began drafting a revising legal argument for summary judgment on abuse of process claim. Incorporated previous legal research/ drafting.	250.00	1:18	325.00
05/20/2020	MICHAEL A. OLSEN, ESQ.:Contingency Conference with associate re: enforcing Order Granting Writ of Execution; drafting of Motion for Summary Judgment on Abuse of Process or in the alternative for all attorney's fees and costs incurred in collecting money by contract and for immediate release of bond.	450.00	0:54	405.00
05/20/2020	Keith Routsong:Contingency Begin drafting and revising legal argument for award of remaining fees due to breach of contract/ EDCR 7.60.	250.00	1:18	325.00
05/21/2020	Keith Routsong:Contingency Drafting and revising of legal argument re: [REDACTED] Review documents and determine strategy to [REDACTED]	250.00	1:24	350.00
05/21/2020	Keith Routsong:Contingency Continued research on returning supersedeas bond, including case law. Drafting legal argument re: the same.	250.00	1:12	300.00
05/22/2020	Keith Routsong:Contingency Finished drafting legal argument for the release of the supersedeas bond to defendants.	250.00	1:18	325.00
05/22/2020	Keith Routsong:Contingency Drafted prayer for relief.	250.00	0:30	125.00
05/22/2020	Keith Routsong:Contingency Compile all invoices. Instruct paralegal re: April invoice. Calculate total of amount of fees less amount awarded.	250.00	1:18	325.00

7 Appx 001375

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
05/22/2020	MICHAEL A. OLSEN, ESQ.:Contingency Continue work on arguments for Motion for Summary Judgment or for Fees by contract.	450.00	0:48	360.00
05/27/2020	Keith Routsong:Contingency Edits to legal argument for fees. Final edits to petition.	250.00	1:18	325.00
05/27/2020	Keith Routsong:Contingency Finalize exhibit list.	250.00	0:30	125.00
05/28/2020	MICHAEL A. OLSEN, ESQ.:Contingency Conference with associate re: results of research re: which claims remain grounds for additional attorney's fees: review strategy [REDACTED]	450.00	0:48	360.00
05/31/2020	CLIENT COST REIMBURSEMENTS:Westlaw Research Westlaw Online Legal Research	14.61	1	14.61

BALANCE DUE

\$5,264.61

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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

7 Appx 001377

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] [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

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INVOICE #	DATE	TOTAL DUE	ENCLOSED		
12279	04/20/2020	\$1,595.00			

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
03/10/2020	Keith Routsong: Contingency Reviewed order submitted by opposing counsel.	250.00	0:12	50.00
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
03/26/2020	MICHAEL A. OLSEN, ESQ.: Contingency Review strategy [REDACTED]	450.00	0:30	225.00
03/27/2020	Christine Manning: Contingency Calculated figures for bond and commission and forwarded to attorney.	100.00	0:42	70.00
03/30/2020	MICHAEL A. OLSEN, ESQ.: Contingency Review settlement offer: conference with client re: [REDACTED]	450.00	0:30	225.00
03/31/2020	MICHAEL A. OLSEN, ESQ.: Contingency Review and respond to email from clients [REDACTED] make counteroffer to opposing counsel.	450.00	0:36	270.00

BALANCE DUE

\$1,595.00

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

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
02/05/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review email and commence review of proposed order from opposing counsel.	450.00	0:36	270.00
02/06/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review, re-draft and revise Order; send back to opposing counsel.	450.00	0:48	360.00
02/07/2020	MICHAEL A. OLSEN, ESQ.:Contingency Review final version of order; execute and send back to counsel.	450.00	0:18	135.00
02/07/2020	Christine Manning:Contingency Correspondence with Attorney Frizzle regarding order.	100.00	0:12	20.00
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

\$966.00

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INVOICE #	DATE	TOTAL DUE	ENCLOSED
12277	04/20/2020	\$7,018.72	

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
01/02/2020	Keith Routsong:Contingency Drafted in additional language directed by MAO. Instructed paralegal to file the reply.	250.00	0:54	225.00
01/02/2020	Keith Routsong:Contingency Follow up on status of filing reply. Emails re: [REDACTED]	250.00	0:12	50.00
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.	250.00	1:42	425.00
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.	250.00	0:30	125.00
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

7 Appx 001382

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.	250.00	0:48	200.00
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

\$7,018.72

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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	Kimberly Gray:Contingency Reviewed response to Order to Show Cause filed by opposing counsel. Discussed the same with MAO.	250.00	0:24	100.00
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: [REDACTED]	250.00	0:54	225.00
12/20/2019	Keith Routsong:Contingency Drafted legal argument re: minute order not binding or effective in any way.	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

7 Appx 001384

BALANCE DUE

\$4,055.00

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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

7 Appx 001386

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INVOICE #	DATE	TOTAL DUE	ENCLOSED
12274	04/20/2020	\$1,580.00	

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.	250.00	1:12	300.00
10/29/2019	Keith Routsong: Contingency Began drafting legal argument that appeal is not to a final order.	250.00	0:48	200.00
10/31/2019	Keith Routsong: Contingency Completed mandatory settlement review.	250.00	0:12	50.00

BALANCE DUE

\$1,580.00

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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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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
08/30/2019	MICHAEL A. OLSEN, ESQ.:Contingency Continue work on Motion to dismiss bankruptcy.	450.00	0:24	180.00
08/31/2019	CLIENT COST REIMBURSEMENTS: Westlaw Research Westlaw Online Legal Research	13.46	1	13.46

BALANCE DUE

\$6,123.46

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
12271	04/20/2020	\$740.00	

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]	100.00	0:12	20.00

BALANCE DUE

\$740.00

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
12270	04/20/2020	\$5,250.00	

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.	250.00	1:54	475.00
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.	250.00	1:42	425.00
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

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

\$5,250.00

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
11420	06/24/2019	\$5,378.50	

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	MICHAEL A. OLSEN, ESQ.:Contingency Travel to and attend hearing on Motion for Stay and Bond; conferences (3) with associates re: strategy moving forward; research re: nullifying notice of appeal; review strategy for appeal.	450.00	3:12	1,440.00
05/01/2019	Christine Manning:Contingency Prepared Certificate of Service for Notice: Prepared mailings: Electronically filed and served documents to the court.	100.00	0:18	30.00
05/01/2019	THOMAS R. GROVER, ESQ.:\$350 Strategy with MAO following hearing, re: bond and appeal, etc.	350.00	0:24	140.00
05/02/2019	CLIENT COST REIMBURSEMENTS Parking	9.00	1	9.00
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	Keith Routsong:Contingency Reviewed order filed by opposing party's previous counsel.	250.00	0:18	75.00
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, ESO.:Contingency Conference with clients [REDACTED]	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 [REDACTED]	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

\$5,378.50

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
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; no need for reply.	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. Determined next steps for obtaining writ of attachment.	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: terms of Order; review and revise Order and submit to Court.	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

7 Appx 001395

SERVICED	DESCRIPTION	RATE	QTY	AMOUNT
	alleged Notice of Appeal.			
04/25/2019	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 for notice of appeal (timing, form, etc.)	250.00	0:42	175.00
04/25/2019	Keith Routsong:Contingency Corrected error in writ of attachment. Re-filed. Instructed paralegal re: service and execution of writ.	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. Review status of appeal and whether Notice of Appeal was timely filed and served; look at strategy moving forward.	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. Worked on determining location of most recent order. Provided instructions to paralegals to contact court clerk for location of order.	250.00	1:54	475.00

BALANCE DUE

\$7,049.00

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
11270	03/31/2019	\$3,619.17	

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; instruct associate to proceed with Writ of Execution on money held by GLVAR.	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: writ of execution.	250.00	2:06	525.00
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.	250.00	1:18	325.00
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: update on case.	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

\$3,619.17

7 Appx 001397

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
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 and instruct law clerk to prepare writ of attachment to take funds from GLVAR.	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; review strategy for Writ of Execution to instruct law clerk re: same.	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; draft email to client re: same.	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

7 Appx 001398

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
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

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
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

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



Invoice

BILL TO

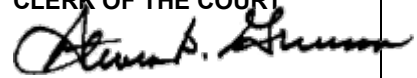
Wu, Wayne et. al. adv. Chan, Betty

INVOICE #	DATE	TOTAL DUE			ENCLOSED
10926	11/30/2018	\$1,050.00			

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.	450.00	0:18	135.00
11/15/2018	Jane Mortenson:Contingency Drafting order for summary judgment, research case	150.00	1:42	255.00
11/15/2018	Jane Mortenson:Contingency Drafting Order for Summary Judgment on 31 Oct 18	150.00	3:12	480.00
11/30/2018	MICHAEL A. OLSEN, ESQ.:Contingency Follow up on status of getting ruling from the Court re: our attorney's fees.	450.00	0:24	180.00

BALANCE DUE

\$1,050.00



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)	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 12th, 2020 the **NOTICE OF PRODUCTION OF DOCUMENT FOR IN CAMERA REVIEW (no exhibits)** 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

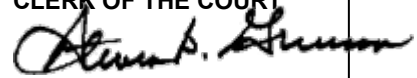
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Betty Chan	aarpm09@gmail.com
R Frizell	dfrizell@frizelllaw.com
Service Filing	servicefiling@frizelllaw.com
Aiqin Niu	aniu@frizelllaw.com
Jacob Frizell	staff2@frizelllaw.com
Janice M. Michaels	jmichaels@wshblaw.com
Michelle N Ledesma	mledesma@wshblaw.com
Raeann Todd	rtodd@wshblaw.com
Erika McDonagh	emcdonagh@wshblaw.com

/s/Christine Manning

An Employee of BLACKROCK LEGAL





OPPC
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

§ Status Check Date: 9/16/2020

§ Status Check Time: 8:30 a.m.

And All Related Claims

**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**

Plaintiffs/Counter-Defendants BETTY CHAN ("Ms. Chan") and ASIAN AMERICAN
REALTY & PROPERTY MANAGEMENT ("Asian American") (collectively "Plaintiffs" or
"Counter-Defendants") hereby file this, *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*. By agreement, the present
pleading is due on or before September 9, 2020. The Opposition and Countermotion are based
upon the Memorandum of Points and Authorities below, the pleadings and papers on file in this

1 action, and the arguments of counsel made at a hearing on these matters, if any. In this
2 connection, Plaintiffs would respectfully show the Court as follows:

3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **I. INTRODUCTION AND SUMMARY OF THE ARGUMENT**

5 The Court has already awarded Defendants \$21,435.00 in attorney fees. (*Order Granting*
6 *Defendants Countermotion for Summary Judgment and Attorney Fees and Costs* (filed Mar. 22,
7 2019)). That is less than half of what they previously requested—\$48,820.00. (*First Supplement*
8 *to Countermotion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for*
9 *Attorney Fees at pp.11-12* (filed Sep. 5, 2018)).

11 Dissatisfied, Defendants want more. Thus, they filed a new motion for additional fees.
12 (*Defendants’ Motion for Contractual Award of Attorney’s Fees* (filed Jun. 4, 2020) [hereinafter
13 “*Fees Motion*” or “*Fees Mot.*”]). At the hearing on Defendants’ Fees Motion (heard with other
14 motions and countermotions) ¹ on July 21, 2020, the Court instructed Defendants to file a request
15 for attorney fees. Defendants then filed a memorandum. (*Defendants’ Memorandum for*
16 *Production of Invoices for Attorney’s Fees and Costs* (filed Aug. 11, 2020) [hereinafter “*Fees*
17 *Memorandum*” or “*Fees Memo.*”]). The present Opposition and Countermotion are made to the
18 Fees Memorandum.
19

20 All told, Defendants are seeking \$88,659.17 in additional attorney fees. For several
21 reasons, the Court should deny such an award. First, with their Fees Memorandum, Defendants
22 are seeking all of the their attorney fees—damages to which they might have been entitled had
23 they prevailed on their abuse-of-process counterclaim. However, Defendants lost on that
24

25
26
27 ¹ Defendants filed the Fees Motion together with several other motions, in the same pleading,
28 (*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 (filed Jun. 4, 2020)).

1 counterclaim. Therefore, the Court should not award them all of their attorney fees. Otherwise,
2 it would be giving Plaintiffs the victory on that counterclaim, but handing Defendants the prize.

3 Second, Defendants are seeking attorney fees based on the Request and Agreement to
4 Arbitrate (dated Nov. 9, 2016) (the “Agreement”). (Fees Mot. at p.11; *see also* Fees Mot. ex.4).
5 However, it appears that none of the Defendants ever even signed the Agreement and therefore
6 may not enforce its attorney-fee provision. Even if they could, the Agreement does not cover
7 fees relating to Defendants’ abuse-of-process counterclaim (which they lost), and only three of
8 the Defendants participated in the arbitration. Moreover, a substantial part of the fees claimed by
9 Defendants (such as their numerous motions and countermotions for summary judgment, fees,
10 and the like) relate to recycled pleadings for which they were already compensated with the
11 Court’s first attorney-fee award.
12

13 Finally, although the previous appeal was dismissed for want of appellate jurisdiction, the
14 Nevada Supreme Court did have jurisdiction to consider Defendants’ request for attorney fees on
15 appeal. It denied the request. That is the law of the case, and the issue of fees on appeal cannot
16 be revisited now.
17

18 From the foregoing, it is clear that Defendants may not enforce the attorney-fee provision
19 of the Agreement against Plaintiffs. That leaves them with a zero (\$0.00) recovery. Even if they
20 could enforce the provision, Defendants’ computation of fees must be reduced drastically to
21 account for the facts that (1) they lost on their abuse-of-process counterclaim; (2) not all of the
22 Defendants were parties to the arbitration; (3) a substantial part of the fees claimed by
23 Defendants relate to recycled pleadings; and (4) the Supreme Court has already denied their
24 request for fees related to the appeal.
25

26 Plaintiffs have also moved, by way of countermotion, for Defendants to file their
27 supporting invoices. Defendants did not file any invoices or other records in support of their
28 Fees Memorandum. Rather, they tendered them to the Court for *in camera* review only.

1 (Defendants' Notice of Production of Documents for In Camera Review (filed Aug. 12, 2020)).

2 Separately, Defendants emailed Plaintiffs' counsel 32 pages of redacted invoices and informed
3 counsel that these were the documents submitted to the Court for *in camera* review. Such
4 handling of the invoices violates the stated policy of Nevada Courts as well as the Supreme
5 Court Rules Governing Sealing and Redacting Court Records. The Court should require
6 Defendants to file the invoices.

7
8 **II. OPPOSITION TO DEFENDANTS' FEES MEMORANDUM**

9 At the outset, it should be noted that Defendants' attorneys took their case on a
10 contingency. Hence, none of the attorney fees claimed by them represent any out-of-pocket
11 payment, obligation, or liability. Rather, Defendants' attorneys assumed the risk that Plaintiffs
12 would seek to protect their rights. Here, the Court has already determined that Plaintiffs
13 rightfully filed the complaint in this action and rightfully took an appeal. (*Minutes (Jul. 21,*
14 *2020)*).

15 Defendants bear the burden of showing that they are entitled to the fees they seek. *See*
16 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969); *O'Connell v.*
17 *Wynn Las Vegas, LLC*, 34 Nev. Adv. Rep. 67, 429 P.3d 664, 674 (Ct. App. 2018). In this regard,
18 "[c]ounsel must show how their work helped accomplish the result achieved." *O'Connell*, 429
19 P.3d at 674.

20
21 Defendants are not entitled to any award of attorney fees because, apparently, none of
22 them ever signed the Agreement in the first place and therefore may not enforce its attorney-fee
23 provision. Even if they could, any award must be substantially less than what Defendants are
24 seeking because of their loss on their counterclaim, not all of them being parties to the
25 arbitration, a substantial part of their attorney-fees claim relating to recycled pleadings, and their
26 loss in the Supreme Court on their request for fees.
27
28

1 **A. With Their Fees Memorandum, Defendants Are Seeking All of the**
2 **Their Attorney Fees—Damages to Which They Might Have Been**
3 **Entitled Had They Prevailed on Their Abuse-of-Process**
4 **Counterclaim. However, Defendants Lost on that Counterclaim.**
5 **Therefore, the Court Should Not Award Them All of Their Attorney**
6 **Fees. Otherwise, It Would Be Giving Plaintiffs the Victory on that**
7 **Counterclaim, but Handing Defendants the Prize.**

8 Defendants filed a counterclaim for abuse of process. Defendants lost on that
9 counterclaim. (*Minutes (Jul. 21, 2020)*). Indeed, with respect to that very counterclaim, the
10 Court recently denied Defendants’ motion for summary judgment and granted Plaintiffs’. (*Id.*).
11 Thus, Defendants are not entitled to any abuse-of-process damages.

12 Attorney fees are special damages that may be awarded in connection with an abuse-of-
13 process claim. *See Horgan v. Felton*, 123 Nev. 577, 587, 170 P.3d 982, 989 (2007) (Maupin, J.,
14 concurring) (noting that attorney fees are allowable as special damages in abuse-of-process
15 actions). Because Defendants lost on their abuse-of-process counterclaim, they may not recover
16 all of their attorney fees here. *See also Brunzell*, 85 Nev. at 349, 455 P.2d at 33 (listing, as a
17 factor for a court to consider in an attorney fee award, “the result: whether the attorney was
18 successful and what benefits were derived.”). Defendants derived no benefits whatsoever from
19 their abuse-of-process claim. If anything, that claim only worked to the detriment of all parties
20 to this action.

21 Despite losing on their abuse-of-process counterclaim, Defendants are seeking to recover
22 all of the damages they could have possibly recovered had they been successful on that claim. In
23 their motion for summary judgment on that counterclaim, Defendants only identified one
24 category of damages: attorney fees. (*Defendants’ Motion for Summary Judgment* at p.10 (*filed*
25 *Jun. 4, 2020*) (“Ms. Chan has used the legal process in an attempt to bully defendants
26 Defendant has incurred tens of thousand in legal fees caused by Ms. Chan’s [actions].”)).
27 Defendants never requested any other damages in connection with their counterclaim.
28

1 Now, as stated in their Fees Memorandum, Defendants are seeking their abuse-of-process
2 damages: all of their attorney fees from November 2018 to the present. The Court should not let
3 that happen.

4 **B. Defendants Are Seeking Attorney Fees Based on the Agreement. However, It Appears that None of the Defendants Ever Even Signed**
5 **the Agreement and Therefore May Not Enforce Its Attorney-Fee**
6 **Provision. Even If They Could, the Agreement Does Not Cover Fees**
7 **Relating to Defendants' Abuse-of-Process Counterclaim (Which They**
8 **Lost), Only Three of the Defendants Participated in the Arbitration,**
9 **and a Substantial Part of the Fees Claimed by Defendants Relate to**
Recycled Pleadings for Which They Were Already Compensated with
the Court's First Attorney-Fee Award.

10 A party may seek attorney fees when allowed by an agreement or statute. *See* NRS
11 18.010. Here, Defendants have filed Motion for Contractual Award of Attorney's Fees. In that
12 motion, Defendants seek attorney fees based upon the Agreement. For Defendants, the problem
13 with their contract theory of recovery is four-fold: First, though Plaintiffs signed the Agreement,
14 it does not appear that any of the Defendants ever did. (*See* Fees Mot. ex.4). If that is the case,
15 then none of the Defendants could recover any attorney fees whatsoever. Just because some of
16 the parties did, in fact, arbitrate the issue of commissions before the Greater Las Vegas
17 Association of Realtors ("GLVAR"), that does not mean that they agreed to be bound by the
18 attorney-fee provision. Here, it does not appear that any of the Defendants ever agreed to be so
19 bound. Thus, hypothetically speaking, if the tables were turned, and Plaintiffs were seeking to
20 enforce an arbitration award against Defendants, Plaintiffs would not be able to enforce the
21 attorney-fee provision against them. This shows that there was no meeting of the minds on the
22 issue, and the attorney-fee provision cannot be enforced unilaterally against Plaintiffs. *See*
23 *Certified Fire Prot. Inc. v. Precision Constr. Inc.*, 128 Nev. 371, 378, 283 P.3d 250, 255 (2012)
24 ("A meeting of the minds exists when the parties have agreed upon the contract's essential
25 terms.").

1 Second, the Agreement does not cover Defendants' abuse-of-process counterclaim, on
2 which they lost. Accordingly, none of the Defendants are entitled to recover any fees related to
3 their prosecution of that claim. *See also supra* Part II.A. Defendants' computation of attorney
4 fees should be cut in half or more on that ground alone.

5 Third, Defendant Jerrin Chiu was not even a party to the arbitration. Only Defendants
6 Wayne Wu, Judith Sullivan, and Nevada Real Estate Corp. were. Thus, even if the Agreement's
7 attorney-fee provision could be enforced against Plaintiffs, Defendants' computation should be
8 reduced even further.

9
10 Fourth, a substantial part of the fees claimed by Defendants relate to arguments and
11 pleadings that they recycled over and over again, and for which they were already compensated
12 with this Court's first attorney-fee award. (For example, see all of Defendants' motions and
13 countermotions for summary judgment, attorney fees, and so forth.) Awarding Defendants for
14 rehashing such matters would not be reasonable; in fact, it would be a form of double-dipping.

15
16 Here, Defendants are not entitled to their attorney fees under a contract theory. Even if
17 they were, their computation of fees must be reduced dramatically to account for the other facts
18 discussed above.

19 **C. Although the Appeal Was Dismissed for Want of Appellate**
20 **Jurisdiction, the Nevada Supreme Court Did Have Jurisdiction to**
21 **Consider Defendants' Request for Attorney Fees. It Denied the**
22 **Request. That Is the Law of the Case, and the Issue Cannot Be**
23 **Revisited Now.**

24 This Court already found that Plaintiffs had the right to appeal. (*Minutes (Jul. 21, 2020)*).
25 Defendants argue that they are entitled to recover \$35,034.58 in fees related to their "trying to
26 combat Ms. Chan's appeal." (Fees Mot. at p.11). Unfortunately for them, the Nevada Supreme
27 Court has rejected this argument and denied Defendants' request.

28 In the Supreme Court, Defendants filed a similar motion for an identical sum of fees on
appeal. (*See Plaintiff's Opposition to Defendants' Motion for Contractual Award of Attorney's*

1 *Fees* ex.18, at p.14 (filed Jul. 8, 2020)). The Supreme Court made short shrift of that motion,
2 holding that Defendants’ “request for attorney fees incurred on appeal is denied.” (*Id.* ex.17, at
3 p.4 n.4 (emphasis added)). That decision is dispositive, the law of the case. *See Tien Fu Hsu v.*
4 *County of Clark*, 123 Nev. 625, 629, 173 P.3d 724, 728 (Nev. 2007) (“The doctrine of the law of
5 the case provides that the law or ruling of a first appeal must be followed in all subsequent
6 proceedings, both in the lower court and on any later appeal.” (emphasis added)). Defendants
7 may not now try to resurrect the issue in this Court.
8

9 Defendants may argue that because the appeal was dismissed for want of appellate
10 jurisdiction, the Supreme Court lacked jurisdiction even to entertain their request for fees on
11 appeal. The Supreme Court has rejected that argument:

12 The United States Supreme Court has held that a lower court may impose
13 sanctions under Federal Rule of Civil Procedure 11 after a plaintiff files a
14 voluntary notice of dismissal. *Cooter & Gell v. Hartmarx Corp.*, 496 U.S. 384,
15 395, 110 S. Ct. 2447, 110 L. Ed. 2d 359 (1990). The Court noted several other
16 collateral issues over which federal courts exercise ongoing jurisdiction, including
“costs after an action is dismissed for want of jurisdiction,” attorney fees, and
criminal contempt charges. *Id.* at 395-96.

17 *Emerson v. Eighth Judicial Dist. Court*, 127 Nev. 672, 677, 263 P.3d 224, 228 (2011). Under
18 *Emerson*, the Nevada Supreme Court did have jurisdiction to decide whether to award
19 Defendants their attorney fees for the appeal. It chose to deny Defendants those fees. That is the
20 end of the matter.
21

22
23
24 From the foregoing, it is clear that Defendants may not enforce the attorney-fee provision
25 of the Agreement against Plaintiffs. That leaves them with a zero (\$0.00) recovery. Even if they
26 could enforce the provision, Defendants’ computation of fees must be reduced drastically to
27 account for the facts that (1) they lost on their abuse-of-process counterclaim; (2) not all of the
28 Defendants were parties to the arbitration; (3) a substantial party of the fees claimed by

1 Defendants relate to recycled pleadings; and (4) the Supreme Court has already denied their
2 request for fees related to the appeal.

3 **III. COUNTERMOTION TO HAVE DEFENDANTS' INVOICES FILED AND MADE PART OF**
4 **THE PUBLIC RECORD**

5 The Nevada Supreme Court has announced the judicial policy of this state: "All court
6 records in civil actions are available to the public, except as otherwise provided in these rules or
7 by statute." Rule 1(2), Supreme Court Rules Governing Sealing and Redacting Court Records
8 [hereinafter "SRCR"]. This policy "appl[ies] to all court records in civil actions, regardless of
9 the physical form of the court record, the method of recording the court record, or the method of
10 storage of the court record." SRCR 1(4). "Redaction [is] preferred. A court record shall not be
11 sealed ... when reasonable redaction will adequately resolve the issues" SRCR 3(5)(b).
12 "The court may order the court files and records, or any part thereof, in a civil action to be sealed
13 or redacted, provided the court makes and enters written findings that the specific sealing or
14 redaction is justified by identified compelling privacy or safety interests that outweigh the public
15 interest in access to the court record." SRCR 3(4).

16
17 Here, Defendants did not even bother to file the invoices – sealed, redacted, or otherwise.
18 Instead, they simply tendered them to the Court for *in camera* review. Thus, they are not even a
19 part of the record. *See* NRAP 10(a) ("The trial court record consists of the papers and exhibits
20 filed in the district court, the transcript of the proceedings, if any, the district court minutes, and
21 the docket entries made by the district court clerk."). By not filing the invoices, Defendants have
22 violated the express policy of having open court records and proceedings. *See* SRCR 1(2).

23
24 Defendants provided Plaintiffs' counsel with a redacted copy of those invoices, and it
25 would appear that such redaction would resolve any concern, including any concerns about
26 privilege, that Defendants may have. *See* SRCR 3(5)(b). Interestingly, Defendants did file
27 redacted invoices in connection with their earlier request for attorney fees. (*Supplement to First*
28

1 *Supplement to Countermotion to Recognize Wu as the Procuring Cause, for Summary Judgment,*
2 *and for Attorney Fees (filed Sep. 12, 2018)).* They also filed them as exhibits to their motion for
3 attorney fees on appeal. Defendants should be required to do the same now.

4 There has also been no finding from the Court that the invoices should be omitted from
5 the court record—or even sealed or redacted for that matter. *See* SRCR 3(4). Thus, there is no
6 grounds that would allow Defendants to withhold such invoices from the public.

7
8 **IV. REQUEST FOR RELIEF.**

9 WHEREFORE, Plaintiffs/Counter-Defendants BETTY CHAN and ASIAN AMERICAN
10 REALTY & PROPERTY MANAGEMENT (“Plaintiffs” or “Counter-Defendants”) hereby
11 request the Court as follows:

- 12 1. to deny Defendants’ Motion for Contractual Award of Attorney’s Fees (filed Jun.
13 4, 2020);
- 14 2. to deny Defendants’ Memorandum for Production of Invoices for Attorney’s Fees
15 and Costs (filed Aug. 11, 2020);
- 16 3. to deny Defendants any recovery of any attorney fees or court costs that they have
17 not already been awarded in this action, or in the alternative, to reduce their
18 computation of fees drastically to account for the facts that they lost on their
19 abuse-of-process counterclaim, not all of the Defendants were parties to the
20 arbitration, a substantial part of the their requested fees pertain to recycled
21 pleadings, and the Supreme Court has already denied their request for fees related
22 to the appeal;
- 23 4. to grant Plaintiffs’ Countermotion to Have Defendants’ Invoices Filed and Made
24 Part of the Public Record, and in that connection, to order that Defendants file the
25 invoices the tendered to the Court for *in camera* review; and
26
27
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1 5. to grant Plaintiffs all such other and further relief to which they justly deserve at
2 law or in equity.

3 DATED: September 9, 2020.

4 **FRIZELL LAW FIRM**
5 400 N. Stephanie St., Ste. 265
6 Henderson, Nevada 89014
7 Telephone (702) 657-6000
8 Facsimile (702) 657-0065

9 By: /s/ R. Duane Frizell
10 **R. DUANE FRIZELL, ESQ.**
11 Nevada Bar. No 9807
12 DFrizell@FrizellLaw.com
13 Attorney for Plaintiffs/
14 Counter-Defendants
15
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CERTIFICATE OF SERVICE

I certify that on September 9, 2020, I caused the foregoing ***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***, to be served upon the following parties:

MICHAEL A. OLSEN, ESQ.

Nevada State Bar No. 6076

THOMAS R. GROVER, ESQ.

Nevada State Bar No. 12387

KEITH D. ROTSONG, ESQ.

Nevada State Bar No. 14944

BLACKROCK LEGAL, LLC

10155 W. Twain Ave., Suite 100

Las Vegas, Nevada 89147

Attorneys for Defendants/Counterclaimants

Wayne Wu, Judith Sullivan, Nevada Real

Estate Corp., and Jerrin Chiu

JANICE M. MICHAELS, ESQ.

Nevada State Bar No. 6062

WOOD SMITH HENNING & BERMAN, LLP

2881 Business Park Court, Suite 200

Las Vegas, Nevada 89128

Attorney for Defendant

KB Home Sales-Nevada Inc.

By causing a full, true and correct copy thereof to be sent, together with any and all exhibits and other attachments, by the following indicated method(s):

by mailing in a sealed, first-class postage-prepaid envelope, addressed to the above listed individuals, and deposited with the United State Postal Service;

X by electronic service through the Eighth Judicial District e-file/e-serve system;

by hand delivery;

by faxing to the attorney at his/her last known fax number;

by electronic mail to the last known e-mail address of the attorney/the party.

/s/ R. Duane Frizell

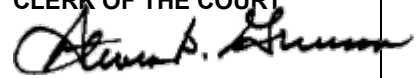
R. DUANE FRIZELL, ESQ.

Nevada Bar. No 9807

DFrizell@FrizellLaw.com

Attorney for Plaintiffs/

Counter-Defendants



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

BLACKROCK LEGAL, LLC

10155 W. Twain Ave., Suite 100

Las Vegas, NV 89147

Telephone (702) 855-5658

Facsimile (702) 869-8243

mike@blackrocklawyers.com

tom@blackrocklawyers.com

keith@blackrocklawyers.com

**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 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 *Reply in support of Memorandum for
Production of Invoices for Attorney’s Fees and Costs* (hereafter “Reply”) on the grounds set

1 forth in the Points and Authorities herein, Exhibits attached hereto and any paper or pleadings on
2 file with this court.

3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **BACKGROUND**

5
6 Betty Chan (hereafter “Ms. Chan”), has prolonged this litigation for years. This has only
7 operated to her detriment as she signed an *Agreement to Arbitrate* (hereafter “Agreement”)
8 which provided that the party seeking enforcement of the arbitration award could collect all
9 attorney’s fees incurred in pursuit of enforcement. Years later, Ms. Chan has fought against
10 enforcement of the arbitration award. This Court already awarded fees and costs against Ms.
11 Chan in an Order entered on March 22, 2019. Those fees included work between the beginning
12 of the matter until October 31, 2018. Recently, this Court entertained Defendants’ *Motion for*
13 *Summary Judgment, or in the alternative, for Award of Attorney s Fees, for Writ of Execution for*
14 *on Plaintiff s Commissions Awarded by GLVAR Arbitration Pane land Release of Bond*
15 *Deposited on Appeal* (hereafter “Motion”). At the hearing on the Motion, this Court awarded
16 attorney’s fees and costs against Ms. Chan again, pursuant to the Agreement. This Court directed
17 counsel for Defendants to submit invoices so the Court could determine what amount of
18 additional fees and costs should be awarded against Ms. Chan.
19
20

21 On August 12, 2020 counsel for Defendants submitted their *Memorandum for Production*
22 *of Invoices* (hereafter “Production”). The Production consisted of invoices and a breakdown of
23 all fees Defendants had incurred since October 31, 2018, when they last provided invoices to the
24 Court. On September 9, 2020, Ms. Chan filed her *Plaintiffs’ Opposition to Defendants’*
25 *Memorandum for Production of Invoices for Attorney’s Fees and Costs —And— Countermotion*
26 *to Have Defendants’ Invoices Filed and Made Part of the Public Record* (hereafter
27 “Opposition”). In her Opposition, Ms. Chan essentially tries to litigate, all over again, the award
28

1 of attorney's fees and costs. Ms. Chan's Opposition is procedurally flawed in that it is NOT a
2 Motion for Reconsideration. Ms. Chan seems to have a fundamental misunderstanding of the
3 Court's Order. The Court has already ruled that the fees and costs incurred in seeking collection
4 of the arbitration award are to be awarded on an ongoing basis, the only issue before the Court
5 now is the reasonableness of those fees and costs. Ms. Chan makes takes no issue with the
6 billing rates or the reasonableness of the fees.

7
8 First, Ms. Chan claims that because the case was taken on contingency fee agreement,
9 fees must be denied because they do not represent an out-of-pocket expense. Ms. Chan continues
10 by arguing that since the abuse of process claim was denied, the fees must be drastically cut. She
11 also argues that because not all of the Defendants signed the Agreement, it somehow makes the
12 provisions contained therein unenforceable. Finally, she claims that the Nevada Supreme Court,
13 without taking jurisdiction of the matter, denied an award of attorney's fees and costs. All of
14 these arguments fail due to errors either in the facts of the matter or in understanding the law.
15 Finally, Ms. Chan filed a procedurally improper countermotion which must be denied.
16
17

18 **LEGAL ANALYSIS**

19 **A. MS. CHAN FAILED TO ADDRESS THE CASES CITED IN SUPPORT OF** 20 **AWARDING FEES IN CONTINGENCY FEE CASES.**

21 In their Production, Defendants cited to Scott v. Zhou, a case from the Supreme Court of
22 Nevada which addressed whether fees incurred in a contingency fee case could be awarded. The
23 Court determined that fees could be awarded in contingency fee cases. The Court is Scott
24 examined the typical rate the attorney charged in non-contingent fee matter and multiplied that
25 rate by the hours the attorney spent working on the matter.¹ This method was confirmed in Plaza
26 Bank v. Alan Green Family Trust as well as Shuette v. Beazer Homes Holding Corp., which
27
28

¹ Scott v. Zhou, 120 Nev. 571, 574, 98 P.3d 313, 313 (2004).

1 explained the lodestar method for determining a fee award in a contingency fee case, They held
2 that “[t]he lodestar approach involves multiplying ‘the number of hours reasonably spent on the
3 case by a reasonable hourly rate.’”² In other words, fees may be awarded in a contingency fee
4 matter using these methods and it is irrelevant whether the attorney’s fees “represent any out-of-
5 pocket payment, obligation, or liability.”³
6

7 Ms. Chan also claims that this matter was initially taken as a contingency fee matter. That
8 is not true. This matter was originally taken by Defendants’ counsel as an hourly case. However,
9 when Ms. Chan fought against enforcement of the arbitration award for over two years, the case
10 was converted to a contingency fee case. There is no justification cited by Ms. Chan that this
11 Court could rely upon in denying or cutting the fees only because counsel billed the matter as a
12 contingency fee instead of an hourly rate. Ms. Chan failed to address any of the case law cited in
13 the Production and therefore, this Court should not deny or cut any of the fees and costs incurred
14 by Defendants based upon this baseless argument.
15

16
17 **B. DEFENDANTS WOULD HAVE INCURRED THESE FEES REGARDLESS OF**
18 **THE ABUSE OF PROCESS CLAIM**

19 Ms. Chan claims that because she received summary judgment on the abuse of process
20 counterclaim, somehow the fees should be drastically cut or denied all together. Ms. Chan fails
21 to understand that the fees incurred were seeking enforcement of the arbitration award. This is
22 not a claim for sanctions or damages. As long as the Defendants are required to seek
23 enforcement of the arbitration award, they are entitled to an award of attorney’s fees pursuant to
24 the Agreement. This entire litigation has been premised on trying to enforce the arbitration award
25 entered years ago. Only a small proportion of the fees involved the abuse of process claim and
26 the bulk of the fees incurred in drafting the Counterclaim, including the abuse of process claim
27

28 ² Shuette v. Beazer Homes Holding Corp., 121 Nev. 837, 864, 124 P.3d 530 (2005).

³ See Ms. Chan’s *Opposition* at 4:10-11.

1 occurred at the outset of this litigation and the Court denied awarding those fees under the prior
2 request for fees and costs. Defendants also took care to make sure that the fees requested in this
3 present matter were not fees previously awarded by this Court. This Court entered an award of
4 attorney's fees based upon invoices produced on October 31, 2018 and this is why Defendants
5 produced invoices from November 2018 until the present. Defendants are not trying to recover
6 double fees; they are simply trying to enforce the contractual provision signed by Ms. Chan in
7 which she agreed to pay attorney's fees and costs. Ms. Chan has the audacity to claim that a "a
8 substantial part of their attorney-fees claim relat[e] to recycled pleadings."⁴ This is false, and Ms.
9 Chan does not cite to any recycled pleadings. Counsel for Defendants has worked diligently in
10 seeking enforcement of the arbitration award and as long as Ms. Chan fights against its
11 enforcement, Defendants will continue to seek an award of attorney's fee.
12

13
14 **C. FEES ARE APPROPRIATE PURSUANT TO THE AGREEMENT**

15 Ms. Chan claims that an award of attorney's fees and costs is not available under the
16 Agreement. She claims that because the Agreement was not signed by all Defendants, that the
17 Agreement does not cover the abuse of process claim, that Jerrin Chiu was not a party to the
18 arbitration and again that Defendants have recycled pleadings, therefore, an award based upon
19 the Agreement is invalid. These arguments all fail. First, Ms. Chan's signature is the only
20 signature required to enforce the Agreement. Second, this issue has already been litigated and the
21 Court determined, nearly two years ago, that fees and costs pursuant to the Agreement were
22 permitted. It is both disingenuous and procedurally improper for Ms. Chan to be trying to re-
23 litigate liability under the contract when the Court has ruled two years ago, and AGAIN recently
24 that the contract is binding upon Ms. Chan and requires her to pay the fees and costs incurred by
25 Defendants in collecting on the arbitration award.
26
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⁴ See Ms. Chan's *Opposition* at 4:26-27.

1 For a contract to be valid, it does not have to be signed by both parties. Nevada law and
2 basic contract principles clearly indicate that only the party to be charged needs to sign the
3 contract. In Wiley v. Cook, the Supreme Court of Nevada, citing to the *Restatement of Contract*
4 stated that “[a] memorandum, in order to make enforceable within the Statute, may be any
5 document or writing, formal or informal, *signed by the party to be charged or by his*
6 *agent* actually or apparently authorized thereunto.”⁵ Furthermore, “[s]eparate writings may be
7 considered together to establish a sufficient writing or memorandum, ‘even though one of them
8 was not signed by the party to be charged, and neither was a sufficient memorandum in itself.’”⁶
9 In other words, only the party to be charged must sign the contract, which in this case, Ms. Chan
10 did. She admits in her Opposition that “Plaintiffs signed the Agreement.”⁷ The Nevada Supreme
11 Court, discussing the need for written agreement and whether parol evidence could be used to
12 determine the existence of an agreement, held that “[a] complete admission in court by the party
13 to be charged should dispense with the necessity of any writing whatever.”⁸ Ms. Chan admitted
14 to signing the Agreement in which she agreed to pay attorney’s fees and costs should the
15 Defendants need to seek enforcement of the award through legal action. Finally, the Agreement
16 was not between Ms. Chan and Defendants, it was between the parties and GLVAR. Therefore,
17 Ms. Chan’s arguments that there was no meeting of the minds between the parties, or that some
18 parties did not sign the Agreement, is invalid.

19 Additionally, these claims cannot now be brought up after having been determined in two
20 separate hearings. This Court already ordered an award pursuant to the Agreement in the March
21 22, 2019 Order, which states that

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27 ⁵ Wiley v. Cook, 583 P. 2d 1076, 1079 (1978).

28 ⁶ Edwards Indus. v. DTE/BTE, INC., 923 P. 2d 569, 574 (1996).

⁷ See Ms. Chan’s *Opposition* at 6:13.

⁸ Edwards Indus. v. DTE/BTE, INC., 923 P. 2d 569, 573 (1996).

1 The Court finds that the Defendants fees are reasonable and were actually
2 incurred in the confirmation and enforcement of the award of the Arbitration
3 Panel. The Court finds that the contractual provision contained in the Arbitration
4 Agreement signed by both Plaintiff and Defendant provided that "In the event [a
5 party does] not comply with the award and it is necessary for any party to obtain
6 judicial confirmation and enforcement of the award against me, [the party]
7 agree[s] to pay that party costs and reasonable attorney's fees incurred in
8 obtaining such confirmation and enforcement."⁹

9 Now, over a year after that order was entered, Ms. Chan is suddenly challenging whether fees
10 can be awarded pursuant to the Agreement. This issue has already been decided and the time to
11 appeal is long past. The doctrine of *res judicata* and waiver precludes relitigating issues which
12 have already been determined by the Court.¹⁰ Whether the Agreement is enforceable has already
13 been definitively decided by this Court and Ms. Chan cannot now challenge that issue in a
14 response to a memorandum presenting invoices to the Court. She has essentially waived these
15 arguments against the enforceability of the Agreement by not bringing them up in the several
16 previous hearings where this issue was litigated. The only issue before the Court currently, is the
17 amount of fees, not whether there should be an award of fees.

18 **D. THE SUPREME COURT DID NOT HAVE JURISDICTION TO DENY THE**
19 **REQUEST FOR AN AWARD OF ATTORNEY'S FEES**

20 Finally, Ms. Chan argues that the amount of fees and costs incurred in seeking
21 enforcement of the arbitration award before the Supreme Court of Nevada must be removed from
22 the total amount this Court should award. Ms. Chan cites to case law which is not applicable to
23 this current matter. She claims that the Supreme Court of Nevada denied the request for
24 attorney's fees before them and thus, those same fees cannot be awarded in this Court. The
25 Supreme Court did deny an award of attorney's fees; however, they dismissed the matter entirely
26

27 ⁹ See March 22, 2019 Order at 4:17-24.

28 ¹⁰ See University of Nevada v. Tarkanian, 879 P. 2d 1180, 1191 *1994), holding that "the
doctrine of *res judicata* precludes parties or those in privity with them from relitigating a cause of
action or an issue which has been finally determined by a court of competent jurisdiction."

1 for lack of jurisdiction. First, as previously discussed, the Supreme Court of Nevada did not
2 entertain the merits of the request for fees because they determined that they did not have
3 jurisdiction over the matter. When they issued remittitur, the matter was transferred back to this
4 court which was “never divested of jurisdiction.”¹¹ The Supreme Court never obtained
5 jurisdiction of the matter and this Court never lost jurisdiction. Therefore, this Court can award
6 attorney’s fees pursuant to the Agreement.
7

8 Additionally, Ms. Chan cites to case law which held that a lower court may impose
9 “**sanctions** under Federal Rule of Civil Procedure 11 after a plaintiff files a voluntary notice of
10 dismissal.”¹² This same case stated that federal courts exercise ongoing jurisdiction over “costs
11 after an action is dismissed for want of jurisdiction.”¹³ In other words, this case determined that
12 sanctions can be award upon voluntary dismissal and that **federal courts** have ongoing
13 jurisdiction over costs after an action is dismissed for want of jurisdiction. **This is not the case**
14 **in this matter.** The case law cited by Ms. Chan is not applicable. These are not sanctions
15 Defendants are seeking, nor is this a federal court. Defendants are seeking an award of attorney’s
16 fees and costs pursuant to a valid contract. The Court has already determined that the attorney
17 fee “provision was reasonable and enforceable.”¹⁴ Ms. Chan has an ongoing obligation to pay the
18 attorney’s fees and costs incurred enforcing the Agreement before the courts. That provision is
19 not limited and covers **all** fees and costs incurred. This argument fails as well. The Court should
20 enter an award of all the fees and costs Defendants have incurred litigating due to Ms. Chan’s
21 stubbornness.
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27 ¹¹ Dickerson v. State, 114 Nev. 1084, 1087, 967 P.2d 1132, 1134 (1998).

28 ¹² Cooter & Gell v. Hartmarx Corp., 496 U.S. 384, 395, 110 S. Ct. 2447, 110 L. Ed. 2d 359 (1990), emphasis added.

¹³ *Id.* at 395-96.

¹⁴ See March 22, 2019 Order at 4:25.

OPPOSITION TO COUNTERMOTION

Ms. Chan has filed a countermotion to have the invoices submitted *in camera* made part of the public record. This Court specifically directed the parties to submit briefing only upon the “Attorney’s Costs and Fees” as directed by this Court on July 21, 2020.¹⁵ Ms. Chan has, instead, filed a substantive objection challenging the very basis for the award of fees as well as this countermotion. The countermotion is procedurally improper and should be disregarded by this Court. Furthermore, Defendants submitted their invoices *in camera* to the Court and provided them to Ms. Chan’s counsel. There is no reason to make them public.

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CONCLUSION

Ms. Chan has presented a procedurally improper Countermotion which must be disregarded. Ms. Chan has also attempted to argue the merits of the attorney fee award and the enforceability of the Agreement. She made these arguments despite knowing that the only issue before the Court currently, is the amount of fees to be awarded, not the possibility of an award. She failed to address the case law permitting an award of attorney’s fees in contingency fee cases and she cited to inapplicable case law regarding appellate jurisdiction over an attorney fee award. This Court must grant Defendants the full amount of the attorney’s fees incurred since October 31, 2018. Ms. Chan will undoubtedly appeal whatever order results from this matter; however an

¹⁵ See Minutes from July 21, 2020 Hearing.

1 award of fees will ensure that Defendants and their attorney's are compensated for the years of
2 litigation against Ms. Chan.

3 DATED this 10th day of SEPTEMBER 2020.

4
5 BLACKROCK LEGAL

6
7 /s/Keith D. Routsong, Esq.

8 MICHAEL A. OLSEN, ESQ.

9 Nevada Bar No. 6076

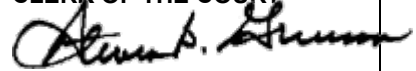
10 THOMAS R. GROVER, ESQ.

11 Nevada Bar No. 12387

12 KEITH D. ROUTSONG, ESQ.

13 Nevada Bar No. 14944
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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)	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 September 10th, 2020 the **REPLY IN SUPPORT OF MEMORANDUM FOR FEES** 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
Betty Chan	aarpm09@gmail.com



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R Frizell	dfrizell@frizelllaw.com
Service Filing	servicefiling@frizelllaw.com
Aiqin Niu	aniu@frizelllaw.com
Jacob Frizell	staff2@frizelllaw.com
Janice M. Michaels	jmichaels@wshblaw.com
Michelle N Ledesma	mledesma@wshblaw.com
Raeann Todd	rtodd@wshblaw.com
Erika McDonagh	emcdonagh@wshblaw.com

/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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§

Case Type: **Other Contract**
 Date Filed: **09/27/2016**
 Location: **Department 20**
 Cross-Reference Case Number: **A744109**
 Supreme Court No.: **78666**
82208

P. TY INFORMATION

Counter Claimant	Chiu, Jerrin	Lead Attorneys Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Counter Claimant	Nevada Real Estate Corp	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Counter Claimant	Sullivan, Judith	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Counter Claimant	Wu, Wayne	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Counter Defendant	Chan, Betty	R Duane Frizell <i>Retained</i> 702-657-6000(W)
Defendant	Chiu, Jerrin	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Defendant	KB Home Sales-Nevada Inc	Janice M Michaels <i>Retained</i> 702-251-4100(W)
Defendant	Nevada Real Estate Corp	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Defendant	Sullivan, Judith	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Defendant	Wu, Wayne	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Plaintiff	Asian American Realty & Property Management	R Duane Frizell <i>Retained</i> 702-657-6000(W)
Plaintiff	Chan, Betty	R Duane Frizell <i>Retained</i> 702-657-6000(W)

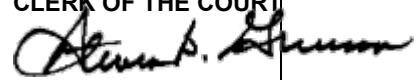
EVENTS & ORDERS OF THE COURT

09/30/2020 **All Pending Motions** (10:30 AM) (Judicial Officer Johnson, Eric)**Minutes**

09/30/2020 10:30 AM

- 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 ... STATUS CHECK: ATTORNEYS FEES AND COSTS Following arguments by counsel, Court noted the history of this matter. Further, COURT ORDERED, \$35,630.00 in costs allowed in attorneys fees and costs after the last award in October 2018. COURT STATED FINDINGS. Court noted there is an issue of the invoices be made as part of the record. Mr. Olsen stated he will file the invoices. COURT FURTHER ORDERED, matter SET for Status Check regarding a Final Order being sent to the Court. Mr. Olsen inquired as to the Writ of Attachment and being allowed to collect the full amount instead of leaving \$3,000.00 for Ms. Chan. Mr. Frizzell stated they can file a motion for stay. Court noted the issue of changing the Writ of Execution and stated it does not see an issue in doing that. Court stated this court will allow a Writ of Execution as to all of the funds and this will require a new Writ of Execution. Mr. Olsen stated he will submit a new Writ. COURT SO NOTED. At request of Mr. Frizell, COURT ORDERED, leave GRANTED to file a Motion. 10/28/20 10:30 AM STATUS CHECK: ORDER

[Parties Present](#)[Return to Register of Actions](#)



1 RTRAN

2
3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7 BETTY CHAN,
8 Plaintiff,

9 vs.

10 WAYNE WU,
11 Defendant.

CASE#: A-16-744109-C
DEPT. XX

12
13
14 BEFORE THE HONORABLE ERIC JOHNSON,
DISTRICT COURT JUDGE

15 WEDNESDAY, SEPTEMBER 30, 2020

16
17 **RECORDER'S TRANSCRIPT OF HEARING**

18 **PLAINTIFF'S OPPOSITION TO DEFENDANT'S MEMORANDUM FOR**
19 **PRODUCTION OF INVOICES FOR ATTORNEY'S FEES AND COSTS**
20 **AND COUNTERMOTION TO HAVE DEFENDANT'S INVOICES FILED**
21 **AND MADE PART OF THE PUBLIC RECORD**

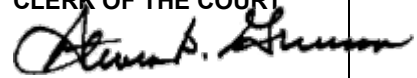
22 **STATUS CHECK: ATTORNEY'S FEES AND COSTS**

23 APPEARANCES (Via Video Conference)

24 For the Plaintiff: DUANE R. FRIZELL, ESQ.

25 For the Defendants: MICHAEL A. OLSEN, ESQ.

RECORDED BY: ANGIE CALVILLO, COURT RECORDER



1 RTRAN

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA
5

6
7 BETTY CHAN,

8 Plaintiff,

9 vs.

10 WAYNE WU,

11 Defendant.

CASE NO. A-16-744109-C

DEPT. XX

12
13 BEFORE THE HONORABLE ERIC JOHNSON, DISTRICT COURT JUDGE
14 WEDNESDAY, OCTOBER 28, 2020

15 **RECORDER'S TRANSCRIPT OF HEARING:**
16 **STATUS CHECK: ORDER**

17 APPEARANCES:

18
19 For the Plaintiff:

R. DUANE FRIZELL, ESQ.
Appearance via telephone

20
21 For the Defendant:

No Appearances

22
23
24
25 RECORDED BY: ANGILE CALVILLO, COURT RECORDER

1 WEDNESDAY, OCTOBER 28, 2020 AT 10:52 A.M.

2
3 THE COURT: Betty Chan versus Wayne Wu, case number A744109.
4 Counsel, go ahead and note your appearances.

5 MR. FRIZELL: Good morning, Judge Johnson. This is Duane Frizell on
6 behalf of Betty Chan. I do not believe there are any Counsel present. We were just
7 going to give Your Honor an update on the status of the order. I did get a copy of
8 the order. I have not had a chance to go through it yet. Our draft of the order
9 rather, we are going to get this submitted to you within the next week. So we would
10 just ask that we push the status conference for a week.

11 THE COURT: All right. I'm going to push it two weeks, and let's make sure
12 you get it done in that period of time.

13 MR. FRIZELL: Yes, sir. We will do that.

14 THE COURT: Okay.

15 THE CLERK: November 18th at 8:30.

16 MR. FRIZELL: Thank you very much. Got it.

17 THE COURT: All right. Thank you.

18 [Proceedings concluded at 10:53 a.m.]

19 * * * * *

20 ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-
21 visual recording of this proceeding in the above-entitled case.

22 
23 ANGIE CALVILLO
24 Court Recorder/Transcriber
25 District Court Dept. XX
702-671-4436

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Las Vegas, Nevada, Wednesday, September 30, 2020

[Case called at 11:20 a.m.]

THE COURT: Betty Chan versus Wayne Wu, Case Number A744109. Counsel please note the appearance for the record.

MR. OLSEN: Michael Olsen, Bar number 6076, on behalf of the Defendants Wayne Wu, Judith Sullivan, Nevada Real Estate Corp. and Jerrin Chiu.

THE COURT: Is there anybody else?

THE CLERK: Mr. Frizell? I show Mr. Frizell.

UNIDENTIFIED SPEAKER: And Ms. Chan I think is on there too.

THE CLERK: I see your mouth moving, Mr. Frizell, but I can't hear you.

THE COURT: Is he on mute?

THE CLERK: No.
You might want to try to reconnect.
He's trying to reconnect.

[Pause]

THE CLERK: Oh here he goes.

MR. FRIZELL: Can you hear me now?

THE COURT: Yes.

THE CLERK: Yes.

MR. FRIZELL: Okay, good. So this is Duane Frizell. Good morning, Judge Johnson. Good morning everyone. I'm here on behalf

1 of the plaintiff.

2 Morning Mike.

3 MR. OLSEN: Morning.

4 THE COURT: All right. This is on for a status check,
5 attorney's fees and costs, and plaintiff's opposition to defendant's
6 memorandum for production of invoices for attorney's fees and costs
7 and countermotion to have defendant's invoices filed and made part of
8 the public record. I've looked at the initial memo filed by Mr. Wu's
9 counsel, looked at the opposition, and then also looked at the reply.

10 Mr. Frizell, to some degree it almost looks like you're filing a
11 motion for reconsideration more so than a -- than an opposition. I
12 generally looked at the opposition and I don't see myself reversing my
13 prior order in large part, you know, for the reasons stated in the reply so
14 I'm still inclined to grant what I would find as reasonable attorney's fees
15 and costs pursuant to the arbitration agreement that Ms. Chan signed so
16 that's where I'm standing at this point. You're more than welcome to add
17 anything that you want to to the record or if you think there's something
18 -- an epiphany that you can extend to me this morning I'll -- I'll be glad to
19 -- I'll be glad to hear form you.

20 MR. FRIZELL: Well Your Honor, I'm -- I'm going to work on
21 that epiphany right now if you won't -- if you don't -- if you don't mind. I
22 would say that I'm assuming that the -- that the Court is not employing
23 the same good faith rules that we saw last night in the Presidential
24 debate so I thank Mike Olsen in advance for not calling me names and
25 cutting me off.

1 But I do have a few points that I want to make, Your Honor,
2 and -- and I -- I understand where you're coming from. Specifically,
3 procedurally I can see why this would appear to be more of a -- in the
4 nature for a motion for reconsideration, but the hard -- the hard time
5 we're having is that the order was not yet entered so we -- the timeline
6 for us to file a motion for reconsideration had not run, Your Honor, so we
7 were -- so I don't know if procedurally we're right or backwards, but you
8 know, if we need to do it in the format of wait till the order's entered and
9 then file a motion for reconsideration we're happy to do that but -- but
10 just to hit on some key points and I won't be long, first of all I just -- I
11 want to visit one point that's been troubling me just a little bit and that is
12 that I really believe that my client, Ms. Betty Chan, is misunderstood in
13 this case. I know that your -- that Your Honor has said that you believe
14 that she represents the worst of litigants and I know that Mr. Olsen has
15 said that this case has frustrated him like no other and -- and -- and I
16 haven't been involved in this case -- I wasn't involved until, you know,
17 spring of last year so I missed a lot so I can't speak to that, but I can say
18 that when I did take this case I was a little reticent because of the
19 previous attorneys -- number of them that had been involved, but since
20 I've come to work with Ms. Chan, I have really come to understand that
21 she sincerely believes in the points of law that she has been working on
22 and though -- and I believe she's been misunderstood. So I just want to
23 say that for the record.

24 I want to turn to the issue of -- really quickly I have a few
25 points. The one point is with respect to the agreement itself and

1 whether it was signed by the defendants. I was going through all of the
2 documents looking for signatures -- all the documents I have and was
3 looking for a signature, I did not find one, and that's why I carefully in my
4 opposition stated that it appeared they hadn't signed and I was fully
5 expecting Mike or Mr. Olsen to cram that down my throat if in fact there
6 was one that did exist I -- I didn't see one that was produced so it
7 appears to me there is no existing signature page for the defendants
8 and why that's important this is there -- there was no agreement
9 between the parties that in fact attorney fees would be shared by
10 whoever prevailed and to -- now, the defendant cites *Wiley versus Cook*
11 which is statute of frauds case and I would submit to Your Honor that
12 that case is completely inapposite.

13 When you have a statute of fraud case you have a situation
14 where a party is willing to purchase real estate, the seller saying no I'm
15 not going to sell it to you or could be vice versa, the seller saying you're
16 going to buy it and -- and -- and the buyer saying I'm not going to sell it
17 to you and they say we had an agreement and the law says, you know,
18 you have to have an agreement first and foremost, but secondly, even if
19 there is an agreement it has to be in writing to be enforceable. And that
20 case was a specific performance case specifically to perform the
21 transfer and the sale of the property. We don't have that here with
22 respect to the -- to the arbitration agreement.

23 If in fact Mr. Olsen were to file a motion to try to compel
24 arbitration earlier on, then I think that this -- that would be a very
25 different matter because that would be wanting specific performance

1 and that would be something that obviously that my client had agreed to
2 and that they were wanting to take advantage of. However with the -- in
3 terms of the attorney fees, there's no evidence that they, meaning the
4 defendants, ever agreed to any of those terms; that they would agree to
5 it and so there was no meeting of the minds, there was no agreement so
6 statute of fraud, even though it's not applicable here, that case law is not
7 applicable because you have to have an agreement on a term to enforce
8 it and there was no agreement to that term.

9 In terms of the res judicata argument, Your Honor, I mean that
10 only comes when there's a final determination. There has been no final
11 determination that's why we're back on appeal, and so there is no res
12 judicata issue. The -- the Court has made its previous ruling with
13 respect to the 21,000, but this is a new motion, this is a new issue and is
14 determine whether they're going to get any more attorney's fees going
15 forward so the Court is entitled to revisit the matter.

16 I just wanted to point out that turning to the Supreme Court
17 issue and the issue of -- of fees on appeal, the Supreme Court denied
18 those. It did not say we deny them without prejudice. It did not say we
19 deny them as moot. It did not say that they could not consider the
20 matter, they said they are denied, and in fact in the *Emerson* case cited
21 in my brief which comes from the Nevada Supreme Court says clearly
22 that issues pertaining to costs, attorney fees and sanctions and so forth
23 that the court has continuing jurisdiction over that matter even if it
24 dismisses the underlying merits of the case for lack of jurisdiction. So
25 the court -- the Supreme Court has ruled on that and I would submit that

1 because of that 35,000 are just not at play here that those have been
2 denied.

3 And going through the attorney fees specific that have been
4 claimed, there's a disconnect in my humble opinion between the fees
5 that were previously awarded or actually I should say the fees that were
6 previously requested and the fees that are currently being requested.
7 Prior to or as of October 31, 2018, the defendants wanted \$48,000 in
8 fees. The Court awarded them 21. And now fast forward to the present
9 they're -- they're claiming \$89,000. That seems excessive to me,
10 specifically because the bulk of the work in the District Court was done
11 prior to October 31st and even if you back out the attorney -- the appeal,
12 that's still 43,000 and given what was done before and after that just
13 appears excessive to me and I would just as the Court to consider that.

14 There's the issue of we use the term recycled pleadings that is
15 a bit pejorative but the issue is that there are pleadings that have the
16 same subject matter, the same case citations, the same arguments that
17 were filed quite a few times and by way of example, defendant's motions
18 for summary judgment and related pleadings were filed on February
19 2nd, 2017, February 7th -- 2nd and 7th, 2017, August 6th, 2018,
20 September 5th, 2018, September 12th, 2018, January 16th, 2020, June
21 4th, 2020 and most recently July 13th, 2020, and all those touched upon
22 the abuse of process claim which by the way this Court has -- has
23 denied that.

24 And so that seems to me to be pleadings that were really
25 already ready to go and that had just been copied and pasted or caption

1 changes and -- and refiled and so I think that the Court should consider
2 that.

3 There's one other matter on the writ of execution. I calculated
4 \$8,515 that was spent on the writ of execution and -- but I would say that
5 most of that went to our motion to stay the execution which the Court
6 granted and so I don't think that it would be fair to award those fees.

7 And then going forward from January of 7th of 2020 most of
8 the pleadings have generally dealt with the abuse of process claim and
9 then now coming to the fees, but I think that the bulk of in the District
10 Court the claims from January 2020 of -- you know, going -- going
11 forward pertain to the claim that they lost.

12 They've also lost other motions. We've talked about losing the
13 -- the motion for summary judgment on abuse of process. Their
14 opposition to stay the motion of execution -- stay the motion of execution
15 and early on in the case they actually opposed the motion to stay the
16 case so it could go to arbitration. I think those matters need to be
17 considered as well.

18 And Mr. Routsong -- Keith Routsong I think he's doing great. I
19 think he's doing excellent work, but he is an associate. He has not been
20 admitted qualified two years yet and he has -- his name is all over the --
21 the bills which is fine, it's just that, you know, when usually when you're
22 training an associate those have to be adjusted accordingly.

23 So just coming down the nuts and bolts of it is that because of
24 the loss of the abuse of process, because of the lack of an agreement
25 that the defendants never agreed to the attorney fee provision and so

1 there's no agreement, meetings of the minds or contract on that issue,
2 that there was no -- that not all of the parties to the arbitration are
3 actually parties to the agreement, you have Mr. Jerrin Chiu who was not
4 a party to the arbitration. Let me back up, he was not a party to the
5 arbitration and therefore attorney fees for him should not be included.
6 And there's the issue of the recycled pleadings that we discussed and
7 also the Supreme Court denying the fees.

8 I want to speak to really -- really quickly on the KB Homes
9 issues that -- that -- that has been brought up before, that matter has
10 never been -- that issue is still hanging out there. I would say that the
11 previous attorneys and Ms. Chan did not want to get them muddled and
12 get things more complicated while the defendants were trying to get
13 closure as to whether or not the arbitration award would be -- would be
14 approved or not and so now that issue I think is ripe for appeal.

15 We would ask that at the -- at the end of the day that when the
16 Court issues its order as to these pending motions and such that the
17 Court certify the order as final as to all of the claims between Mrs. Wu
18 [sic] and the defendants represented by Mr. Olsen so that those matters
19 can be put to bed. And with respect to KB Homes we are in talks with
20 them and, you know, I don't want to make any promises on the record
21 but I anticipate that matter is going to be resolved very quickly.

22 Turning the -- file of the invoices, Your Honor, just the way
23 that they were submitted they're not part of the record and if they're
24 going to be made the basis of Your Honor's opinion, they just need to be
25 filed in a manner that the Supreme Court can review.

1 And unless Your Honor has any other questions, I -- I will just
2 leave it at that.

3 THE COURT: Okay. No, thank you.

4 Mr. Olsen?

5 MR. OLSEN: Your Honor, I -- I appreciate appearing in front
6 of you always because you're always prepared and you always give us
7 an idea of where you're headed. And that's very helpful as a
8 practitioner. The difficulty I have today is kind of deciding how to handle
9 all that argument we just heard, much of which I'm hearing for the first
10 time. It wasn't even in counsel's opposition with -- with regard to the
11 arguments objecting to the reasonableness of our attorney's fees.

12 My understanding from the Court's ruling at the last hearing
13 was there are attorney's fees and costs were being awarded pursuant to
14 the arbitration agreement. That arbitration agreement was executed by
15 Ms. Chan. Of course there myriad examples where the party being
16 charged under a contract who has executed a contract is held bound to
17 that contract even if the other party didn't sign. I mean you can think just
18 off your head how many times do you rent a car and you sign the rental
19 agreement that you are bound by and there's no one there from Hertz to
20 sign it on the other side. We see this all the time and counsel cited no
21 authority that -- that indicates that this agreement would not be binding.

22 Your Honor, the language for that agreement as you know is
23 very clear. Says in the event I do not comply with the award and it is
24 necessary for any party to obtain judicial confirmation and enforcement
25 of the award against me, I agree to pay that party costs and reasonable

1 attorney fees incurred in obtaining such confirmation and enforcement.

2 Now Your Honor, you'll recall the first go round when we
3 requested our fees and costs the Court did consider our fees and costs
4 and only awarded about half, a little less than half because as my
5 recollection, Your Honor, the -- the reasoning there and -- and -- and it's
6 -- and it's certainly sound by the Court is the Court decided that because
7 you're going to award fees under this contract, it applied to the attorneys
8 fees and costs incurred with regard to the arbitration and in seeking
9 enforcement of the arbitration award.

10 You denied our fees and costs related to the filing of our
11 counterclaim for abuse of process. The bulk of the work done on the
12 abuse of process claim was done in -- early on in this litigation. That's
13 true, the abuse of process work. The last two years we have been
14 litigating with the sole purpose of trying to collect on the arbitration
15 award.

16 Now with regard to counsel's statement about Ms. Chan, the
17 Court did not get it wrong. She is the worst of litigants. Counsel, Duane
18 Frizell, is -- is the best of attorneys. I -- I respect him, I've had many
19 cases with him. He was not involved early in this case. He doesn't
20 know the whole history and -- and was not involved. I don't blame him
21 one bit for what's happening here.

22 But as Your Honor knows, from the now infamous email from
23 Ms. Chan, her very goal from the whole outset of this litigation was to
24 drive up the fees and costs so ridiculously that my clients will -- would
25 give up on a fight over \$13,000 in commissions and she even said in

1 turns out I have a couple hundred thousand on hand if they want to go
2 along and pay the same with me. That's what she said. We don't have
3 to wonder what her goal was in -- in this litigation or what it is now today.
4 She's driving up the cost of this litigation, she's got her couple hundred
5 thousand she wants to spend and she's hoping to cause my clients to
6 spend the same.

7 With regard to the motion, a motion to reconsider cannot
8 make new argument. If you missed it the first time, you don't get a
9 second bite at the apple. And not only did we miss -- and -- and -- and I
10 don't think the argument's even valid, Your Honor, with regard to the
11 validity of the arbitration contract. But it should have been made back in
12 2018. It wasn't. When the Court awarded fees the first time under that
13 contract and found it binding. And the argument was never made this
14 time around. It cannot be made on a motion to reconsider. That's new
15 legal argument. That is improper under the standard for a motion to
16 reconsider.

17 Aside from that, there's numerous reasons that that contract is
18 valid. I've already mentioned that a single party can sign a contract and
19 when they're to be charged by it they're held bound by it. But -- but in
20 addition to that, Your Honor, this contract was signed with GLVAR as a
21 condition to -- to be able to get into the arbitration program and -- and
22 she willingly signed that.

23 Now with regard to the abuse of process issue, Your Honor,
24 the attorney's fees incurred over the last two years were incurred in
25 trying to collect the debt. The Court as I mentioned did not award our

1 fees initially with regard to the abuse of process. The only time spent on
2 the abuse of process issue was maybe four to five hours included in our
3 briefing in our -- in our petition for summary judgment which by the way,
4 Your Honor, wasn't just a petition for summary judgment on abuse of
5 process, it was or in the alternative for contractual award of attorney's
6 fees which we won, for writ of execution or -- on plaintiff's commissions
7 awarded and -- and we won on that Your Honor confirmed that the --
8 that the writ of attachment was -- was already valid.

9 With regard to recycled pleadings that's just not true. Over the
10 last two years, as our invoices indicate, we had multiple pleadings in this
11 case and multiple hearings and they were not all the same. Yes it's true
12 you get to cut and past the factual scenario from any brief to another
13 brief. That's -- that's taken into account. We don't bill extra for that. But
14 we -- we had to deal with a writ of attachment, a motion to stay,
15 withdraw of -- as counsel, multiple motions coming back from the
16 Supreme Court because they didn't properly file their appeal with regard
17 to the -- to the appeal before the Supreme Court.

18 The Supreme -- we asked for fees as a sanction for -- for an
19 improper appeal. They didn't have -- the court -- the Supreme Court did
20 not have jurisdiction. We won on that. The court agreed we did not
21 have jurisdiction. They denied the attorney's fees on that basis. The --
22 the Supreme Court was not performing an analysis on the arbitration
23 contract and whether or not fees should be awarded under the
24 arbitration contract. In fact the Supreme Court didn't even take
25 jurisdiction at all. The jurisdiction never left this Court. So that ruling is

1 certainly not binding on this Court or in any way would inhibit this Court's
2 ability to award our attorney's fees and costs.

3 Your Honor, as you know, this is a case where we run a great
4 risk -- on behalf of my clients, we run a great risk of -- of winning the
5 battle and losing the war financially because Ms. Chan has sought to
6 drive up the cost of this litigation so severely that if we are not awarded
7 our fees and costs, she wins. Even though she's abused the system in
8 my opinion, Your Honor. Even though she continues to fight and fight
9 and fight over a \$13,000 commission, even though there was a three
10 arbitrator panel that she was mandatorily required and ethically required
11 to attend who found in our favor.

12 We're just trying to collect, Your Honor. But if we don't -- if we
13 don't receive an award of our attorney's fees and costs, it causes great
14 harm to my clients and that's why we made the request we have.

15 THE COURT: All right. Thank you.

16 I'm not sure it's really your -- your motion, Mr. Frizell, but do
17 you have anything you want to say quickly in response?

18 MR. FRIZELL: Yes, Your Honor, and thank you for the
19 opportunity. I just want to respond to some of the points Mr. Olsen
20 argued. It would be proper for the Court to allow reconsideration of the
21 contract issue because it is a new fact. I mean it is something that when
22 I inherited the case, we were all just going along with hey, you know,
23 there's this binding agreement and when I get on and looking into it it's
24 not in there so this is the appropriate time to bring it up. This is the first
25 time we could have brought it up.

1 In terms of her goal, Ms. Chan's goal, I would submit that
2 while she might be willing to spend money to further her goal, her goal is
3 to get clarity from the -- from the Nevada Supreme Court as to who is
4 entitled to commissions in these types of cases and the court has
5 already found that that's not an ulterior motive and is not abuse of
6 process.

7 We have cited authority on the contract issue, meeting of the
8 minds, and even the -- even the authority cited by Mr. Olsen and his
9 office -- I believe it's the *White* case -- it states that, you know, there has
10 to be a contract first, there has to be an agreement on the terms first and
11 then if it's reduced to writing, then they'll enforce it. It go -- it even --
12 statute of fraud even goes so far as to say that you don't even have all
13 the terms, you know, in a statute of frauds scenario as long as it's shown
14 that the parties agreed to, but there's no showing here that -- that there
15 was any agreement on the attorney fees so I would just leave it at that,
16 Your Honor.

17 THE COURT: All right. Well, I ruled on the scope of the
18 arbitration agreement when I originally granted the 21,000 in fees two or
19 three years ago at that time finding that it encompassed the efforts to
20 collect on the arbitration awards. I do see subsequent fees that were
21 reasonably incurred after that point in time as falling within the -- the
22 clause and requiring -- requiring the -- the ordering of those fees. I don't
23 see the Nevada Supreme Court's decision as precluding the collection of
24 those fees as the court indicated did not have jurisdiction and never ever
25 took up the issue of the scope and effect of the arbitration clause. And

1 while I don't disagree that Ms. Chan had a right to litigate and to go to
2 the Nevada Supreme Court for clarification of the issue relating to this
3 case and right to commissions, the fact that she may have had the right
4 to do that doesn't undermine or preclude the collection of -- of attorney's
5 fees necessary to enforce ultimately the award of the arbitrator so I don't
6 see that as precluding the -- the case here.

7 The new argument relating to the signing, I agree with counsel
8 that the agreement was essentially between Ms. Chan and GLVAR for
9 participation in the arbitration agreement and regardless, you know,
10 there's obviously was a clear meeting of the minds between her and
11 GLVAR and I think there is a clear meeting of the minds with the others
12 who participate in the arbitration process pursuant to the arbitration
13 agreement that existed. So I think, you know, we didn't have to reach
14 that point based upon the arbitration award and -- and the parties'
15 reaction to it, but the participation by the opposing side in the arbitration
16 agreement shows a meeting of the minds and understanding as to the
17 responsibility.

18 So I'm -- I don't see that there was a need for everybody to
19 sign it. I'm -- whether they did or they didn't I don't know at this point in
20 time, but the long and short is that Ms. Chan specifically agreed to that
21 with GLVAR to participate in the process and -- and so I -- I do see the
22 agreement as being valid and enforceable.

23 In looking at the cost, the Court, to be quite frank, is
24 concerned with the amount of costs that were run up, you know, after
25 the -- after the last date concerning the -- the enforcing of this. I do

1 appreciate that it cost money to do these things, but I felt that there was
2 quite a bit that had at least tangential connection to the abuse of process
3 claim which I denied and I felt there was a lot of things there, there was
4 review and just I -- there seemed to be a lot of review and -- by parties of
5 the work done here so trying to focus on those steps that were
6 necessary or those steps that were necessary for defending and getting
7 the -- the award and bond and everything in this case and trying to
8 exclude what I felt concerned the motion for summary judgment relating
9 to the abuse of process, I have gone through and I'm going to allow
10 \$35,630 in costs for attorney's fees and costs after the last award in
11 October 31 of 2018.

12 I do find under the *Brunzell* factors that these are appropriate
13 both in terms of the skill of the staff that was involved, the work that was
14 done, the success of the work that was done and so that would be the
15 order of the Court in that regard.

16 I think counsel you've already prepared a draft order; is that
17 correct?

18 MR. OLSEN: Yes, Your Honor.

19 MR. FRIZELL: We have competing orders, but I think given
20 what the Court has just done today, we can work out any discrepancies
21 and also include what the Court has additionally ruled today. I would
22 just ask that the Court make this -- certify that this is a final order as to
23 disputes between parties?

24 THE COURT: I think this does cover everything between the
25 -- these parties. No there is the issue of the -- the invoices being made

1 part of the public record. I generally require the invoices to be filed.

2 Is there a particular concern that you have with filing these
3 invoices, Mr. Olsen?

4 MR. OLSEN: Your Honor, given our discussion today, we'll --
5 we'll go ahead and file them.

6 THE COURT: Okay. All right. All right. If you think that you
7 can work out an order between the two of you, I'll -- I'll wait until you
8 guys talk and see if you can get a final order to the Court.

9 MR. FRIZELL: Would you like to have a status check, Your
10 Honor? We could do that if you prefer.

11 THE COURT: Why don't we set a status check in 30 days to
12 see where we stand with getting a final order so that you can get on with
13 any appeal or anything you want to do.

14 MR. OLSEN: Your Honor --

15 MR. FRIZELL: Thank you, Your Honor.

16 MR. OLSEN: -- if I may, there -- there's one issue that I would
17 like to address because I know it's going to come up as we try and work
18 out the details of this order. We had asked the Court -- with regard to
19 the writ of attachment, we had asked the Court to allow us to collect the
20 full amount of the commission that is still sitting in an escrow account or
21 a trust account with GLVAR. Given the Court's ruling today, which is
22 adding fees onto what was awarded previously, we're obviously owed in
23 the neighborhood of 56 or 57,000 something like that, would the Court
24 be willing to amend the writ of attachment such that we could take the
25 full amount rather than leaving \$3,000 for Ms. Chan?

1 THE COURT: Mr. Frizell?

2 MR. FRIZELL: I would say that, Your Honor, in a previous
3 hearing you said that you would be willing to grant us leave to file a
4 motion to stay execution so I would say that perhaps that would be the
5 time to address it we would -- you know, within the 10 days after or 14
6 days whatever time (indiscernible) when this is entered we will file that
7 motion.

8 THE COURT: Well I mean you can file a motion for stay, the
9 issue is, you know, changing the writ of execution to encompass those
10 fees in view of the total fees that are owed to -- total damages or
11 whatever owed to the party. I don't see any problem with doing that
12 based upon the Court's order. I mean essentially they're ordered in
13 excess fees beyond the what the commission payments that are on
14 deposit and the bond that was granted for the original appeal in this
15 case. So I don't see an issue with me going ahead and allowing the writ
16 of execution as to all the funds for both the original order of commissions
17 and then the -- to make up part of the difference for the additional order
18 of attorney's fees. I mean is there some --

19 MR. FRIZELL: Your Honor, procedurally, I think that may
20 require a new writ of execution. I mean I might, you know, correct me if
21 I'm wrong but --

22 THE COURT: I think it would require a new one --

23 MR. FRIZELL: Sorry?

24 THE COURT: I think it would require a new one. I mean
25 that's what I think Mr. Olsen's asking is for a new writ of execution to --

1 to encompass everything. And so --

2 MR. OLSEN: Right. Your Honor, we would of course submit
3 a new writ. What I'm asking is that we -- we want to include that in the
4 order that we can submit a new writ for the full amount.

5 THE COURT: Okay. Yeah. I'm good with that because I
6 mean obviously that's far -- the fees and everything in this case far
7 exceed the amount that's on deposit so I am good with changing --
8 authorizing a new writ.

9 MR. FRIZELL: And -- and would it be okay, Your Honor, then
10 if -- since the Court has already granted us -- previously said it would
11 grant us leave that we can put that in -- in the order as well that we have
12 leave --

13 THE COURT: Yeah.

14 MR. FRIZELL: -- to file a motion to stay execution?

15 THE COURT: Yeah. All right. All right, anything else at this
16 point in time?

17 MR. OLSEN: No, I -- I think that's it, Your Honor. Thank you
18 very much.

19 THE COURT: All right, and --

20 MR. FRIZELL: Appreciate --

21 THE COURT: -- let's -- did you set the status hearing?

22 THE CLERK: That's going to be October 28th at 10:30.

23 THE COURT: October 28 at 10:30.

24 MR. OLSEN: And if -- if we get an order submitted, that'll be
25 taken off, correct?

1 THE COURT: Right. If you can reach an agreement, we'll
2 take it off.

3 MR. OLSEN: Okay.

4 MR. FRIZELL: Thank you, Your Honor.

5 THE CLERK: Page 6.

6 THE COURT: All right. Thank you guys. Be safe out there.

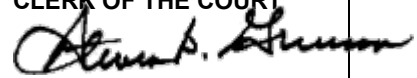
7 [Proceedings concluded at 11:56 a.m.]

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

24 

25 Tracy A. Gegenheimer, CER-282, CET-282
Court Recorder/Transcriber



1 RTRAN

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA
5

6
7 BETTY CHAN,

8 Plaintiff,

9 vs.

10 WAYNE WU,

11 Defendant.

CASE NO. A-16-744109-C

DEPT. XX

12
13 BEFORE THE HONORABLE ERIC JOHNSON, DISTRICT COURT JUDGE
14 WEDNESDAY, NOVEMBER 18, 2020

15 **RECORDER'S TRANSCRIPT OF HEARING:**
16 **ORDER/CASE STATUS**

17 APPEARANCES:

18
19 For the Plaintiff:

R. DUANE FRIZELL, ESQ.
Appearance via telephone

20
21 For the Defendant:

KEITH ROUTSONG, ESQ.
Appearance via video

22
23
24
25 RECORDED BY: MARIA GARIBAY, COURT RECORDER

1 WEDNESDAY, NOVEMBER 18, 2020 AT 8:55 A.M.

2
3 THE COURT: Betty Chan versus Wayne Wu, case number A744109.
4 Counsel, please note your appearances for the record.

5 MR. FRIZELL: Good morning, Judge Johnson. This is Duane Frizell here on
6 behalf of the plaintiffs.

7 MR. ROUTSONG: Good morning, Your Honor. This is Keith Routsong on
8 behalf of the defendants.

9 THE COURT: All right. This was a status check on the order and case
10 status. Where do we stand?

11 MR. ROUTSONG: This morning, Your Honor, I submitted an order to you, to
12 the Court, for review and signature.

13 THE COURT: Okay. Is this one that gone -- have you looked at it, Mr. Frizell?

14 MR. FRIZELL: Yes. It's an order, and we both approve of it.

15 THE COURT: Okay. All right. I'll have my staff take a look at it, and we'll get
16 it signed off. Is there any reason for us to schedule any future status check then?

17 MR. FRIZELL: This is Duane Frizell, I do not believe so.

18 THE COURT: All right.

19 MR. ROUTSONG: Neither do I, this is Keith Routsong.

20 THE COURT: All right, very good then. Thank you for getting that done. And
21 like I said, we'll look at it and get it out here in the next day or two.

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MR. FRIZELL: Thank you.

MR. ROUTSONG: Thank you, Your Honor.

THE COURT: All right. Thank you, guys.

[Proceedings concluded at 8:57 a.m.]

* * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-visual recording of this proceeding in the above-entitled case.



ANGIE CALVILLO
Court Recorder/Transcriber
District Court Dept. XX
702-671-4436

ORDR

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

Telephone: (702) 855-5658

Facsimile: (702) 869-8243

mike@blackrocklawyers.com

tom@blackrocklawyers.com

keith@blackrocklawyers.com

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

BETTY CHAN and ASIAN AMERICAN
REALTY & PROPERTY MANAGEMENT,

Plaintiffs/Counterdefendants,

v.

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

Defendants/Counterclaimants.

) Case No: A-16-744109-C
) Dept. No: XX
)

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

APPEARANCES

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

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

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

FINDINGS OF FACTS

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

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

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

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

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

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

CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

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

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

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

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

IT IS HEREBY ORDERED, AJUDICATED, AND DECREED:

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

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

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

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

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

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

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

~~h) The status check currently scheduled for November 18, 2020 at 8:30 a.m. is hereby VACATED.~~

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

4 IT IS SO ORDERED this _____ of November 2020.

Dated this 23rd day of November, 2020

5
6
7 
8 _____
DISTRICT COURT JUDGE

9 Prepared and submitted by:

7AB 1B9 E166 A32D
Eric Johnson
District Court Judge

10 /s/ Keith D. Routsong, Esq.

11 MICHAEL A. OLSEN, ESQ.

12 Nevada Bar No. 6076

13 THOMAS R. GROVER, ESQ.

14 Nevada Bar No. 12387

15 KEITH D. ROUTSONG, ESQ.

16 Nevada Bar No. 14944

17 **BLACKROCK LEGAL, LLC**

18 *Attorneys for Wayne Wu, Judith Sullivan,*

19 *Nevada Real Estate Corp. and Jerrin Chiu*

20 Approved as to form and content by:

21 /s/ R. Duane Frizell, Esq.

22 R. DUANE FRIZELL, ESQ.

23 Nevada Bar No. 97

24 **FRIZELL LAW FIRM**

25 *Attorney for Betty Chan and Asian American*

26 *Realty and Property Management*

Keith Routsong

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

Duane,

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

Keith

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

Hi Mike and Keith:

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

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

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

Thanks!

--Duane



R. Duane Frizell

Attorney at Law

Licensed in Nevada, New Mexico, and Texas

FRIZELL LAW FIRM

400 N. Stephanie St., Suite 265 | Henderson, Nevada 89014

Tel. No. (702) 657-6000 | Fax No. (702) 657-0065 | 中文專線 (702) 846-2888

DFrizell@FrizellLaw.com

www.FrizellLaw.com

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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Betty Chan, Plaintiff(s)

CASE NO: A-16-744109-C

7 vs.

DEPT. NO. Department 20

8 Wayne Wu, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

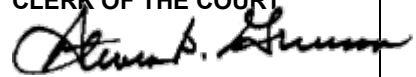
11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 11/23/2020

15 Thomas Grover	tom@blackrocklawyers.com
16 Daniel Ormsby .	DOrmsby@goodsellolsen.com
17 Janice M. Michaels .	jmichaels@wshblaw.com
18 Laura Myers .	laura@goodsellolsen.com
19 Michael A. Olsen .	mike@goodsellolsen.com
20 Michelle N Ledesma .	mledesma@wshblaw.com
21 Roman Harper .	Roman@goodsellolsen.com
22 Thomas Grover .	tom@goodsellolsen.com
23 Michael Olsen	mike@blackrocklawyers.com
24 R Frizell	dfrizell@frizelllaw.com
25 Service Filing	servicefiling@frizelllaw.com

26
27
28

1	Aiqin Niu	aniu@frizelllaw.com
2	Jacob Frizell	staff2@frizelllaw.com
3		
4	Keith Routsong	keith@blackrocklawyers.com
5	Michael Olsen	mike@goodsellolsen.com
6	Michael Olsen	mike@goodsellolsen.com
7	Michael Olsen	mike@goodsellolsen.com
8	Michael Olsen	mike@goodsellolsen.com
9		
10	Christine Manning	christine@blackrocklawyers.com
11	Julian Campbell	julian@blackrocklawyers.com
12	Janiece Marshall	jmarshall@gcmaslaw.com
13	Betty Chan	aarpm09@gmail.com
14	Erika McDonagh	emcdonagh@wshblaw.com
15	Vicki Pyne	vicki@blackrocklawyers.com
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1 **NEOJ**
2 MICHAEL A. OLSEN, ESQ.
3 Nevada Bar No. 6076
4 THOMAS R. GROVER, ESQ.
5 Nevada Bar No. 12387
6 **BLACKROCK LEGAL, LLC**
7 10155 W. Twain Ave. Ste. 100
8 Las Vegas, Nevada 89147
9 Tel: (702) 855-5658
10 Fax: (702) 869-8243

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

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

25 **NOTICE OF ENTRY OF ORDER**

26 PLEASE TAKE NOTICE that the **ORDER GRANTING IN PART DEFENDANTS'**
27 **MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, FOR**
28 **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 was entered on the
Court's record on the 23rd day of November, 2020. A copy of said Order is attached hereto as
Exhibit "1".

DATED this 23rd day of November 2020.

/s/Michael A. Olsen, Esq.

MICHAEL A. OLSEN, ESQ.
Nevada Bar No. 6076
THOMAS R. GROVER, ESQ.
Nevada Bar No. 12387



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EXHIBIT “1”

Heather S. Sullivan
CLERK OF THE COURT

ORDR

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

Telephone: (702) 855-5658

Facsimile: (702) 869-8243

mike@blackrocklawyers.com

tom@blackrocklawyers.com

keith@blackrocklawyers.com

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

BETTY CHAN and ASIAN AMERICAN
REALTY & PROPERTY MANAGEMENT,

Plaintiffs/Counterdefendants,

v.

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

Defendants/Counterclaimants.

) Case No: A-16-744109-C

) Dept. No: XX

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

APPEARANCES

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

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

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

FINDINGS OF FACTS

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

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

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

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

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

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

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

23
24 **CONCLUSIONS OF LAW**

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

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

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

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

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

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

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

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

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

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

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

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

IT IS HEREBY ORDERED, AJUDICATED, AND DECREED:

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

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

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

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

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

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

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

~~h) The status check currently scheduled for November 18, 2020 at 8:30 a.m. is hereby VACATED.~~

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

4 IT IS SO ORDERED this _____ of November 2020.

5 Dated this 23rd day of November, 2020

6
7 
8 _____
DISTRICT COURT JUDGE

9 Prepared and submitted by:

7AB 1B9 E166 A32D
Eric Johnson
District Court Judge

10 /s/ Keith D. Routsong, Esq.

11 MICHAEL A. OLSEN, ESQ.

12 Nevada Bar No. 6076

13 THOMAS R. GROVER, ESQ.

14 Nevada Bar No. 12387

15 KEITH D. ROUTSONG, ESQ.

16 Nevada Bar No. 14944

17 **BLACKROCK LEGAL, LLC**

18 *Attorneys for Wayne Wu, Judith Sullivan,*

19 *Nevada Real Estate Corp. and Jerrin Chiu*

20 Approved as to form and content by:

21 /s/ R. Duane Frizell, Esq.

22 R. DUANE FRIZELL, ESQ.

23 Nevada Bar No. 97

24 **FRIZELL LAW FIRM**

25 *Attorney for Betty Chan and Asian American*

26 *Realty and Property Management*

Keith Routsong

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

Duane,

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Keith

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

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Thanks!

--Duane



R. Duane Frizell

Attorney at Law

Licensed in Nevada, New Mexico, and Texas

FRIZELL LAW FIRM

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Tel. No. (702) 657-6000 | Fax No. (702) 657-0065 | 中文專線 (702) 846-2888

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IRS CIRCULAR 230 DISCLOSURE NOTICE

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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Betty Chan, Plaintiff(s)

CASE NO: A-16-744109-C

7 vs.

DEPT. NO. Department 20

8 Wayne Wu, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

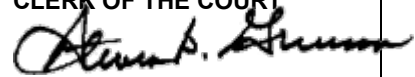
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24 R Frizell	dfrizell@frizelllaw.com
25 Service Filing	servicefiling@frizelllaw.com

26
27
28

1	Aiqin Niu	aniu@frizelllaw.com
2	Jacob Frizell	staff2@frizelllaw.com
3		
4	Keith Routsong	keith@blackrocklawyers.com
5	Michael Olsen	mike@goodsellolsen.com
6	Michael Olsen	mike@goodsellolsen.com
7	Michael Olsen	mike@goodsellolsen.com
8	Michael Olsen	mike@goodsellolsen.com
9		
10	Christine Manning	christine@blackrocklawyers.com
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12	Janiece Marshall	jmarshall@gcmaslaw.com
13	Betty Chan	aarpm09@gmail.com
14	Erika McDonagh	emcdonagh@wshblaw.com
15	Vicki Pyne	vicki@blackrocklawyers.com
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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)	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 November 23rd, 2020 the **NOTICE OF ENTRY OF ORDER** 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
Betty Chan	aarpm09@gmail.com



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R Frizell	dfrizell@frizelllaw.com
Service Filing	servicefiling@frizelllaw.com
Aiqin Niu	aniu@frizelllaw.com
Jacob Frizell	staff2@frizelllaw.com
Janice M. Michaels	jmichaels@wshblaw.com
Michelle N Ledesma	mledesma@wshblaw.com
Raeann Todd	rtodd@wshblaw.com
Erika McDonagh	emcdonagh@wshblaw.com

/s/Christine Manning

An Employee of BLACKROCK LEGAL



NOAS
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.

And All Related Claims

CASE NO: A-16-744109-C

DEPT NO: 20

PLAINTIFFS' NOTICE OF APPEAL

Plaintiffs BETTY CHAN and ASIAN AMERICAN REALTY & PROPERTY MANAGEMENT (each a “Plaintiff” and collectively the “Plaintiffs”) hereby file this, *Plaintiffs’ Notice of Appeal*. In this connection, Plaintiffs would respectfully show the Court and all parties, as follows:

Notice is hereby given that Plaintiffs are appealing to the Nevada Supreme Court the following orders entered in this action:

1. The District Court's *Order Granting in Part Defendants' Motion for Summary Judgment, or in the Alternative, for Contractual Award of Attorney's Fees, for Writ of Execution on Plaintiff's Commissions Awarded by GLVAR Arbitration Panel, and Release of Bond Deposited on Appeal and Order Granting Plaintiffs'*

1 *Countermotion for Summary Judgment* (filed Nov. 23, 2020; notice of entry
2 served Nov. 23, 2020); and

- 3 2. All prior court judgments, orders, rulings, and decisions which the District Court
4 has already entered in this action and as to which Defendants are aggrieved
5 parties as of the date indicated below.

6
7 DATED: December 8, 2020.

8 Respectfully submitted,

9 **FRIZELL LAW FIRM**
400 N. Stephanie St., Suite 265
10 Henderson, Nevada 89014

11 By: /s/ R. Duane Frizell
12 **R. DUANE FRIZELL, ESQ.**
13 Nevada Bar No. 9807
14 *Attorney for Plaintiffs/
15 Counter-Defendants*

CERTIFICATE OF SERVICE

I hereby certify that on December 8, 2020, I caused the foregoing ***PLAINTIFFS'***
NOTICE OF APPEAL, to be served upon the following parties:

MICHAEL A. OLSEN, ESQ.
Nevada State Bar No. 6076
THOMAS R. GROVER, ESQ.
Nevada State Bar No. 12387
KEITH D. ROUTSONG, ESQ.
Nevada State Bar No. 14944
BLACKROCK LEGAL, LLC
10155 W. Twain Ave., Suite 100
Las Vegas, Nevada 89147
Attorneys for Defendants/Counterclaimants
Wayne Wu, Judith Sullivan, Nevada Real
Estate Corp., and Jerrin Chiu

JANICE M. MICHAELS, ESQ.
Nevada State Bar No. 6062
WOOD SMITH HENNING & BERMAN, LLP
2881 Business Park Court, Suite 200
Las Vegas, Nevada 89128
Attorney for Defendant
KB Home Sales-Nevada Inc.

By causing a full, true and correct copy thereof to be sent, together with any and all exhibits and
other attachments, by the following indicated method(s):

by mailing in a sealed, first-class postage-prepaid envelope, addressed to the above
listed individuals, and deposited with the United State Postal Service;

X by electronic service through the Eighth Judicial District e-file/e-serve service;

by hand delivery;

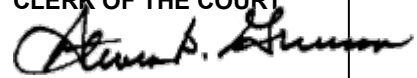
by faxing to the attorney at his/her last known fax number;

by electronic mail to the last known e-mail address of the attorney/the party.

/s/ Ai Qin Ni

AIQIN NIU

An employee of FRIZELL LAW FIRM



NOAS
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.

And All Related Claims

CASE NO: A-16-744109-C

DEPT NO: 20

PLAINTIFFS' AMENDED NOTICE OF APPEAL

Pursuant to NRS 38.247(1)(f), NRAP 3A(b)(1), NRAP 4(a)(1), and all applicable authority, Plaintiffs BETTY CHAN and ASIAN AMERICAN REALTY & PROPERTY MANAGEMENT (each a "Plaintiff" and collectively the "Plaintiffs") hereby file this, *Plaintiffs' Amended Notice of Appeal*. In this connection, Plaintiffs would respectfully show the Court and all parties, as follows:

Notice is hereby given that Plaintiffs are appealing to the Nevada Supreme Court the following orders entered in this action:

1. The District Court's *Order Denying Motion to Vacate or Modify Arbitration Award* (filed Sep. 18, 2018, notice of entry filed Sep. 18, 2018);

- 1 2. The District Court's *Order Granting Defendants Countermotion for Summary*
2 *Judgment and Attorney Fees and Costs* (filed Mar. 22, 2019, notice of entry filed
3 Mar. 22, 2019);
- 4 3. The District Court's *Order on Plaintiffs' Motion to Formally Resolve Motion for*
5 *Reconsideration and to Certify Judgment as Final* (filed Mar. 10, 2020, notice of
6 entry filed Mar. 10, 2019);
- 7 4. The District Court's *Order Granting in Part Defendants' Motion for Summary*
8 *Judgment, or in the Alternative, for Contractual Award of Attorney's Fees, for*
9 *Writ of Execution on Plaintiff's Commissions Awarded by GLVAR Arbitration*
10 *Panel, and Release of Bond Deposited on Appeal and Order Granting Plaintiffs'*
11 *Countermotion for Summary Judgment* (filed Nov. 23, 2020; notice of entry filed
12 Nov. 23, 2020); and
- 13 5. All prior court judgments, orders, rulings, and decisions which the District Court
14 has already entered in this action and as to which Defendants are aggrieved
15 parties as of the date indicated below.

16
17
18 DATED: December 8, 2020.

19 Respectfully submitted,

20 **FRIZELL LAW FIRM**
21 400 N. Stephanie St., Suite 265
22 Henderson, Nevada 89014

23 By: /s/ R. Duane Frizell
24 **R. DUANE FRIZELL, ESQ.**
25 Nevada Bar No. 9807
26 Attorney for Plaintiffs/
27 Counter-Defendants
28

CERTIFICATE OF SERVICE

I hereby certify that on December 8, 2020, I caused the foregoing ***PLAINTIFFS'***
AMENDED NOTICE OF APPEAL, to be served upon the following parties:

MICHAEL A. OLSEN, ESQ.
Nevada State Bar No. 6076
THOMAS R. GROVER, ESQ.
Nevada State Bar No. 12387
KEITH D. ROUTSONG, ESQ.
Nevada State Bar No. 14944
BLACKROCK LEGAL, LLC
10155 W. Twain Ave., Suite 100
Las Vegas, Nevada 89147
Attorneys for Defendants/Counterclaimants
Wayne Wu, Judith Sullivan, Nevada Real
Estate Corp., and Jerrin Chiu

JANICE M. MICHAELS, ESQ.
Nevada State Bar No. 6062
WOOD SMITH HENNING & BERMAN, LLP
2881 Business Park Court, Suite 200
Las Vegas, Nevada 89128
Attorney for Defendant
KB Home Sales-Nevada Inc.

By causing a full, true and correct copy thereof to be sent, together with any and all exhibits and
other attachments, by the following indicated method(s):

by mailing in a sealed, first-class postage-prepaid envelope, addressed to the above
listed individuals, and deposited with the United State Postal Service;

X by electronic service through the Eighth Judicial District e-file/e-serve service;

by hand delivery;

by faxing to the attorney at his/her last known fax number;

by electronic mail to the last known e-mail address of the attorney/the party.

/s/ Ai Qin Ni

AIQIN NIU
An employee of FRIZELL LAW FIRM

REGISTER OF ACTIONS**CASE NO. A-16-744109-C****Betty Chan, Plaintiff(s) vs. Wayne Wu, Defendant(s)**§
§
§
§
§
§
§
§
§

Case Type: **Other Contract**
 Date Filed: **09/27/2016**
 Location: **Department 20**
 Cross-Reference Case Number: **A744109**
 Supreme Court No.: **78666**
82208

P. TY INFORMATION

Counter Claimant	Chiu, Jerrin	Lead Attorneys Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Counter Claimant	Nevada Real Estate Corp	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Counter Claimant	Sullivan, Judith	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Counter Claimant	Wu, Wayne	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Counter Defendant	Chan, Betty	R Duane Frizell <i>Retained</i> 702-657-6000(W)
Defendant	Chiu, Jerrin	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Defendant	KB Home Sales-Nevada Inc	Janice M Michaels <i>Retained</i> 702-251-4100(W)
Defendant	Nevada Real Estate Corp	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Defendant	Sullivan, Judith	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Defendant	Wu, Wayne	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Plaintiff	Asian American Realty & Property Management	R Duane Frizell <i>Retained</i> 702-657-6000(W)
Plaintiff	Chan, Betty	R Duane Frizell <i>Retained</i> 702-657-6000(W)

EVENTS & ORDERS OF THE COURT

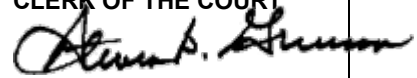
12/09/2020 **Motion to Stay** (8:30 AM) (Judicial Officer Johnson, Eric)
Plaintiffs Motion to Stay Execution Pending Appeal (on an Ex Parte Application For An Order Shortening Time)

Minutes

12/09/2020 8:30 AM

- Duane Frizell, Esq. and Michael Olsen, Esq. present via Bluejeans video conference. Arguments by counsel. Following arguments, COURT STATED ITS FINDINGS, ORDERED, Plaintiff's Motion to Stay Execution Pending Appeal (on Ex Parte Application For An Order Shortening Time) GRANTED; BOND in the amount of \$33,283.50. Court advised Mr. Frizell to prepare the Order. COURT FURTHER ORDERED, Plaintiff's Motion to Stay Execution Pending Appeal VACATED.

[Parties Present](#)[Return to Register of Actions](#)



1 **RTRAN**

2
3
4 **DISTRICT COURT**
5 **CLARK COUNTY, NEVADA**
6

7 **BETTY CHAN, ET AL.,**)
8)
9 **Plaintiffs,**) **CASE NO. A-16-744109-C**
10 **vs.**) **DEPT. NO. 20**
11 **WAYNE WU, ET AL.,**)
12 **Defendants.**)

13 **BEFORE THE HONORABLE ERIC JOHNSON, DISTRICT JUDGE**
14 **WEDNESDAY, DECEMBER 9, 2020 AT 10:45 A.M.**
15

16 **RECORDER'S TRANSCRIPT RE:**
17 **PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL (ON AN**
18 **EX PARTE APPLICATION FOR AN ORDER SHORTENING TIME)**

19 **APPEARANCES BY VIDEOCONFERENCE:**

20 **FOR THE PLAINTIFFS: R. DUANE FRIZELL, ESQ.**
21

22 **FOR THE DEFENDANTS: MICHAEL A. OLSEN, ESQ.**
23
24

25 **Recorded by: ANGIE CALVILLO, COURT RECORDER**

1 (WEDNESDAY, DECEMBER 9, 2020 AT 10:45 A.M.)

2 THE COURT: All right. Betty Chan versus Wayne Wu, Case
3 Number A744109. Counsel, please note your appearances for the record. I see
4 faces, I hear nothing.

5 MR. OLSEN: I think Mr. Frizell is on mute. This is Michael Olsen,
6 Bar Number 6076, on behalf of the Defendants.

7 THE COURT: Mr. Frizell –

8 THE COURT RECORDER: Mr. Frizell, you are on mute. You need
9 to unmute.

10 THE COURT: Still can't hear you, Mr. Frizell.

11 THE COURT RECORDER: Unmute both your audio, your phone
12 and your computer. Can you read that? I can't read it, but calling in? Again,
13 yes. Okay. He's going to call in.

14 THE COURT: All right.

15 THE COURT RECORDER: Mr. Frizell, do you just want to log in by
16 phone? Okay.

17 MR. FRIZELL: This is Duane Frizell. Can you hear me now?

18 THE COURT: Yes.

19 MR. FRIZELL: Oh, okay. Great. Well, Duane Frizell, Number
20 9807, here on behalf of the Plaintiffs in this action.

21 THE COURT: All right. We're on for Plaintiffs' Motion to Stay
22 Execution Pending Appeal. I received the motion, received the opposition. To
23 be frank, Mr. Frizell, as a general principle, I don't grant stays. I generally feel –
24 you know, I enter a ruling because I believe it's the right ruling and I leave it up to
25 the Supreme Court. Last time I did it because defense counsel, he indicated that

1 he would support a stay if I required a substantial bond so I went ahead and did it
2 then, but I wouldn't consider doing it again in this instance unless a substantial
3 bond was entered. So I don't know if Ms. Chan is still interested in putting up
4 more money.

5 MR. FRIZELL: Well, Your Honor, the short answer to that question
6 is, yes, but I – unless you have any other questions specifically for me there's a
7 few points I would like to address with you.

8 THE COURT: Sure.

9 MR. FRIZELL: Okay. I would just cite to Rule of Civil Procedure
10 62(d)(2) which -- and I'm reading here, says, if an appeal is taken, a party is
11 entitled to a stay by providing a bond or other security. So I would just say that
12 on this reading of this 62(d)(2) that Ms. Chan would be entitled to a bond or other
13 security. And I understand the Court's concern with respect to what that security
14 should be, and so my short answer is – turning back to my short answer is that,
15 yes, Ms. Chan is willing to post a higher bond.

16 We have gone through the opposition and the calculations are
17 kind of all over the place, at least that's the way I read it. At one point it says a
18 \$50,000 bond, in another place it says a \$100,000 bond. We have calculated,
19 Your Honor, with simple interest, which is what is required under the *Torres*
20 *versus Goodyear* case, I'll just cite that, 130 Nev. 22 -- *Torres versus Goodyear*,
21 130 Nev. 22, we have calculated simple interest on the first attorney fee award at
22 a little over – well, at about 2,500.

23 And just so that it's clear here, the first award was \$22,415.83.
24 We have calculated simple interest on that to be \$2,589.49 per the statutory
25 terms under I believe it's 17.130, NRS 17.130. We have calculated a little bit of

1 simple interest since November 23rd of the second award of \$87.12. That award
2 was for \$35,630. So what this brings us to is if you add the two awards and the
3 two interests up to date that takes us to \$60,722.44. Now, in *McCulloch versus*
4 *Jeakins*, J-e-a-k-i-n-s, in 99 Nev. 122 – *McCulloch versus Jeakins*, 99 Nev. 122
5 the Supreme Court held that a supersedeas bond should usually be set in an
6 amount that will permit full satisfaction although a District Court may provide for a
7 lesser amount.

8 And so the purpose for that obviously is because we are – if a
9 case is – if execution is stayed then they – a party that would seek execution
10 would be protected at least up to the amount that they could execute upon. We
11 would submit that that amount would be the current \$60,722.44 that I mentioned
12 plus an additional two years' interest which would be on appeal, so while the
13 case is probably pending on appeal for an additional 6,000. Anyways, we come
14 to a total bond of \$66,000 -- \$66,817.25. The previous bond was set at
15 \$33,533.75, so if you subtract the judgments and the interest through two years
16 from today, if you subtract from that amount the previous bond, then a
17 supplemental bond would be required in the amount of \$33,283.50 and we
18 believe that that would be the appropriate amount of the bond.

19 I would like to address some of the points in the opposition
20 quickly. The first point in the opposition states that Ms. Chan may not now
21 challenge the order confirming arbitration award. We have, in fact, in our notice
22 of appeal or rather more particularly in our amended notice of appeal that we
23 filed yesterday did raise that order in the notice of appeal, and under NRS.
24 38.247(1)(f) it states that an arbitration award can be – well, actually that rule
25 states that an arbitration award can be appealed at various junctures, and one of

1 the junctures is when the judgment in the case involving the appeal – involving
2 the award is final.

3 Previously the Supreme Court dismissed the case because it
4 was not final. We – prior to that dismissal we came to this Court asking it to
5 certify that provision as being final. Mr. Olsen and the Defendants objected, and
6 the Court determined that it would not certify so the case was dismissed. But
7 now the case is final and the final judgment by this Court's own terms has stated
8 that it is final and so that it would be appropriate to appeal now. And we have, in
9 fact, appealed that, and in any event if that appeal is improper then that would be
10 a matter that we submit would be a matter for the Supreme Court to determine.

11 Let's talk a little bit about the – the commission award by
12 GLVAR or GLVAR. We – the Defendants state that we are objecting to that
13 release of that money, and, Your Honor, we are not. In our – in our motion we
14 specifically stated that the commissions there should be released, the amount
15 pursuant to the arbitration award. Your Honor has not altered the award. In fact,
16 Your Honor has affirmed it, confirmed it and so we would state that the funds
17 therein should be distributed according to that award.

18 I know -- unless you got a (indiscernible) I'm not going to state
19 those amounts, but the award states what the award states and whatever
20 amount the award states should go to the Defendants, then they should receive it
21 and whatever amount Ms. Chan receives then she would receive it. So we're not
22 seeking a stay of that release of those funds at this time. We – again, we've
23 talked about the calculations and how the calculations in the opposition are just –
24 it's hard to follow their math. I really spent some time trying to follow their math
25 but the long and the short of it is it's not a correct calculation, and we would

1 submit that the number that I've just presented to the Court for a supplemental
2 bond in 33,000 and some change would be an appropriate bond on this appeal.

3 And, you know, if Your Honor -- we would -- my client has
4 asked that because this is not -- altogether with the supplemental bond and the
5 previous bond that we're looking at over \$66,000, my client has asked if that
6 money cannot be put into a blocked account so it can earn interest which, of
7 course, would be to the benefit of everybody. But I just submit that that's what
8 should be done here. It's a substantial bond, my client is willing to post it and it
9 would give the Defendants adequate security for what they need going forward.

10 The case -- I know Your Honor has been frustrated with this
11 case and has a number of times mentioned that and I appreciate that. I haven't
12 been involved in it since -- I've been involved since, I guess, the beginning of last
13 year, but the issue is one of first impression. The issue of whether or not there
14 could be more than one procuring cause or more than one procuring agent is an
15 issue that the Nevada Supreme Court, while we believe there's precedent in our
16 favor, that the Supreme Court has not come out and specifically spoken one way
17 or the other on the matter. And so we think it's an important matter to bring to
18 the Supreme Court for some guidance for real estate agents all over the state,
19 and it would not be fair to my client for an execution to be made upon her if, in
20 fact, the Supreme Court goes our way with that ruling, and in any event the bond
21 would fully protect the Defendant.

22 THE COURT: Okay. No. Well, I'll hear from Defendant, but your --
23 your general thoughts were consistent with my general thought. I just didn't
24 know if Ms. Chan was wanting to come up with the additional, you know, 30
25 some thousand dollars. So when I said I would be requiring a substantial bond

1 that was sort of where I was looking at. So you're saying she is, and let me hear
2 from defense counsel.

3 You're on mute.

4 THE COURT RECORDER: Oh, I'm sorry. I probably muted him.
5 Just a moment. Sorry, Mr. Olsen.

6 MR. OLSEN: No problem. Can you hear me now?

7 THE COURT: Yes.

8 MR. OLSEN: Okay. Thank you. Your Honor, as you well know
9 here we are about \$100,000 in attorney's fees and costs in this case. I would
10 assume that Ms. Chan is about the same, you know, \$200,000 fighting over a
11 \$13,000 commission, and it is our position at this point now we're facing the
12 second appeal to the Supreme Court on this matter, that they are not entitled to a
13 stay, and the reason we say that, Your Honor, is because they failed on their first
14 appeal. They put up a bond, and counsel is correct the number was
15 approximately \$33,000, was put up as a bond on the first appeal, that appeal was
16 dismissed in my clients' favor and that bond was security for that appeal and we
17 believe we're entitled to that bond.

18 But more significantly, Your Honor, I think it's important to
19 understand what is left to be appealed. The Supreme Court was very clear on
20 what was left to be appealed on this issue in their order from May of this year,
21 and, Your Honor, I'm going to make an attempt here to screen share with you.
22 I'm not great with the technology I will admit, but I'm going to take a shot at it
23 here because I'd like to show the Court just very quickly what I'm referring to.
24 Your Honor, can you see this document now that I've pulled up?

1 THE COURT: I see you are sharing BlueJeans. Choose the screen
2 to share is what I have.

3 MR. OLSEN: All right. I'm trying to share that. Let me try that one
4 more time.

5 THE COURT RECORDER: So, Mr. Olsen, you'll pick up your
6 document on your desktop and then share your screen.

7 MR. OLSEN: Okay.

8 THE COURT RECORDER: Click the choose screen to share.
9 There you go.

10 MR. OLSEN: You got it?

11 THE COURT: Yeah.

12 MR. OLSEN: Okay. So this is Page 3 of the order from the
13 Supreme Court. The first first paragraph of Page 3 addresses the 2018 –
14 September 2018 order where this Court confirmed the arbitration award. Now,
15 Your Honor, I think it's important to understand we kind of have two matters
16 going here. We have the civil case in front of you but separately we had the
17 GLVAR arbitration. Upon completion of the GLVAR arbitration they filed a
18 motion to dispute the GLVAR arbitration award. We filed a countermotion to
19 confirm that award. That was granted.

20 The Supreme Court has deemed that issue final, and if you
21 look at this paragraph it addresses that very issue. It says, appellant –
22 appellants also seem to assert that the notice of appeal was timely filed from the
23 September 18th, 2018 order confirming arbitration award. That order was not
24 identified in the notice of appeal, and it does not appear reasonable to interpret
25 the notice of appeal and the documents filed therewith as challenging that order.

1 Skipping the quote – skipping the citation it says, however,
2 even if the notice of appeal is construed as a challenge to the September 18,
3 2018 order the notice of appeal was untimely filed on April 22nd, 2019, more than
4 30 days after a service of notice of entry of that order on September 21, 2018. I
5 don't think the Supreme Court could have been more clear in demonstrating that
6 that issue is dead, that ship has sailed, the ability to challenge the arbitration
7 award is over. They did not timely file an appeal of confirmation of the arbitration
8 award, therefore, it doesn't make sense that we would be stayed from collecting
9 on the first bond, number one, and on this Court's order giving us the totality of
10 the funds held by GLVAR.

11 Counsel misspoke when he said that we could only retrieve the
12 amount in the arbitration award. This Court specifically allowed us by virtue of
13 the last order to obtain the remainder of what's held by GLVAR. Now, Your
14 Honor, if they want to appeal the last order awarding attorney's fees they can do
15 that, and in that event they need to post a bond. I think really the only difference
16 we have with the numbers is that we believe that instead of just allowing – or just
17 requiring a bond for 35,000 plus simple interest the statutes and the case law
18 also allow you to add on to that an estimated amount for the cost of the appeal.

19 And so we're asking – that's why we're asking for 50,000. If
20 we're just talking about a bond for this appeal of the most recent decision – order
21 and we're allowed to collect on the initial bond and the GLVAR of some then –
22 then I agree that they only have to post a bond for the 35 plus – plus we're
23 asking for 15,000 to be added to that for our costs that are anticipated on appeal.

24 With regard to the calculation, Your Honor, what we did is we
25 calculated in the event that the Court finds that we are stayed from collecting on

1 anything, which, again, we think would be inappropriate given the Supreme
2 Court's clear order that they're too late to appeal the confirmation of the
3 arbitration award, but if the Court goes that direction then what we've asked for is
4 that they not only cover the initial bond but interest on that bond, which was
5 calculated in the spreadsheet that we provided in our brief, and then also provide
6 a bond for the 35,630, the most recent award, and \$15,000 in interest and
7 anticipated – or, I'm sorry, in anticipated attorney's fees and costs on appeal.

8 So that's how we came up with that figure, so we're asking for
9 a total bond in the event the Court determines that we are stayed from collecting
10 on anything, of \$103,741.92 total. So, again, you would back out the amount
11 that's currently held, the 33,000, and you would back out the GLVAR amount.

12 THE COURT: All right. Mr. Frizell, what about his calculations
13 concerning interest on the previous awards?

14 MR. FRIZELL: Is that question to me, Your Honor?

15 THE COURT: Yes, I'm sorry.

16 MR. FRIZELL: Okay. Your Honor, specifically to your question is
17 what were the interest calculations. Again, if you go by the statutes, and we're
18 talking NRS 17.130(2) where you take the prime rate plus 2 percent and you look
19 at what the Nevada Division of Finances has calculated as the prime rate and
20 you run it through the period then you calculate simple interest without
21 compounding, which they appear to have compounded which is error under the
22 *Torres versus Goodyear* case, if you calculate that for the first award of
23 \$22,415.83 we have come up with interest in the amount of \$2,589.49. For the
24 second award –
25

1 MR. OLSEN: I'm sorry, real quickly. If I could address that, the
2 interest should be calculated on the total amount of the bond award and not just
3 on the fee award. We're being prohibited from collecting on the \$33,000 bond.

4 MR. FRIZELL: Your Honor, if I could just finish my argument and
5 then –

6 THE COURT: Yeah. No. Let – I understand.

7 MR. FRIZELL: -- Mr. Olsen can state what he wants to state.

8 THE COURT: Let's -- let him finish his – Mr. Frizell finish his
9 argument.

10 MR. FRIZELL: Okay. On the second award it's \$35,630 -- \$35,630
11 was the second award and for less than a month of interest on that comes out to
12 \$87.12. If you add up the – these four numbers, the principal amounts of the two
13 awards and the two interest calculations, it comes out to \$60,722.44. If you add
14 an additional two years of simple interest from today, then the simple interest on
15 those two awards would be \$6,094.81. So if you add everything together, past
16 interest, future interest and principal amounts it comes out to \$66,817.25.

17 If you subtract out the amount of the previous bond, the
18 \$33,533.75, you come up with a difference of \$33,283.50 which would be the
19 amount we submit is an appropriate amount for the supplemental bond. As to
20 the GLVAR award, Your Honor, again, yes, the Court did say that they could
21 collect upon Ms. Chan's interest – or portion of that but that was only in terms of
22 execution. That would be pursuant to a writ of execution, Your Honor, which
23 we're seeking to stay right now, and it would be executing upon the judgment.

24 So that 3,000 that is hers would already be put in the
25 supplemental bond. They can't have a double protection. They can't take the 3

1 – her 3,000 and then have her post the bond – the supplemental bond. The
2 Court has not modified the award, and that – we say that that award should be
3 released according to the terms thereof as determined by GLVAR. In terms of
4 the appealability of the order confirming confirmation, I would say that we just
5 wholeheartedly disagree with Mr. Olsen's analysis. If you look at the NRS
6 38.247(f) it states that a final judgment entered is also grounds – is also time that
7 you can appeal.

8 Now, it offers five different times that you can appeal. One is
9 immediately upon the confirmation and another one is upon a final judgment,
10 and, I'm sorry, I'm just – I'm kind of having technical issues today, so I don't want
11 to upset the boat because everything is working right now, but if you'll turn to the
12 paragraph in the order that Mr. Olsen put up, if you'll turn to the paragraph right
13 before that, and this is on Page 2 of the exhibit to their opposition and I'm about
14 in the middle of the page with the paragraph where it says, second, if Your Honor
15 is there just reading it out loud it says, second, it appeared that the March 22,
16 2019 order may not be appealable pursuant -- as a final order because
17 appellants' has not been finalized.

18 And the finality – and then it goes on to say, the appellants
19 respond that the finality requirements are inapplicable because the appeal
20 challenges the confirmation and it does not defeat jurisdiction, and so then they
21 say that per the terms of the statute that we cite, that next sentence, accordingly
22 appellants appear to concede that the March 22, 2019 order is not appealable
23 under NRS 38.247(1)(f). That's the very section we are citing. And why is that
24 not appealable? Because it was not final at that time, that there was not a final
25 so we could appeal the previous award under this section.

1 Now, again, you know, obviously Mr. Olsen and I disagree on
2 our interpretation of that statute. I would submit with respect that that is an issue
3 that should be determined by the Supreme Court as to whether or not that is
4 appealable –

5 THE COURT: Let me – let me –

6 MR. FRIZELL: -- and for the purposes of the bond today that we
7 would just ask that the 33,000 supplemental bond be required. We would also
8 state that – we would ask the Court to allow for GLVAR to release the
9 commissions to both the parties pursuant to the arbitration award, and in terms of
10 interest on the bond it makes no sense to have interest on the already posted
11 bond because we've calculated interest on the judgment already, so that would
12 be double interest because the previous bond is to be toward principal and
13 interest and we've already calculated that in our supplemental bond amount. So
14 the \$33,000 amount is an appropriate supplemental bond.

15 THE COURT: What about counsel's contention that I should add
16 some into it for their costs in defending this on appeal?

17 MR. FRIZELL: Your Honor, the case that I would cite to, again, is
18 the *McCulloch versus Jeakins* case, and that is 99 Nev 122, and it states that the
19 bond should be set in an amount that will meet full satisfaction of the judgment.
20 Those future attorney fees have not been awarded. Mr. Olsen could not execute
21 upon those future attorney fees now. He would have to wait until the future to
22 execute upon them, and, therefore, that is something that should not be included
23 in the bond.

24 If, in fact, Mr. Olsen does receive or Defendants do receive
25 attorney fees post appeal then that matter can be addressed then, but right now

1 it's premature, it's more than the amount that's allowed under the *McCulloch*
2 case and it is not currently something that they're entitled to, so there's no
3 purpose for a bond in that amount. And I would also – I mean that's – I would
4 say that that is premature at this point. I would say, however, Your Honor, that if
5 the appeal goes beyond two years, that Mr. Olsen could come to this Court and
6 say, hey, we want another year's interest to supplement the bond. I think that
7 would be appropriate but for now I think we should set the \$33,000 figure.

8 THE COURT: All right.

9 MR. OLSEN: Your Honor, could I just address two quick issues?

10 THE COURT: Yes.

11 MR. OLSEN: Just to avoid confusion, counsel and I are talking past
12 each other in terms of arguing which orders are appealable. He's talking about a
13 March 2019 order. I'm talking about the March 18, 2018 order confirming
14 arbitration. The Supreme Court could not have been more clear that the time
15 period to appeal that order has passed, and he's talking about – again, there's
16 sort of two issues here and we can't conflate the two. One is the orders
17 regarding the litigation before this Court, the other is an order confirming an
18 arbitration award from GLVAR. They are separate issues, and the Supreme
19 Court has been very clear that an appeal of that order – an appeal of the order
20 confirming the award has passed.

21 And so anyway, I'll leave that issue, but with regard to the
22 bond, Your Honor, the case law – I believe it was also the *McCullough Jeakins*
23 case indicates that the Court has discretion to increase the bond amount by an
24 estimated amount for attorney's fees and costs, so that's up to the Court's
25 discretion.

1 THE COURT: Okay. All right. Well, I tend to agree with Mr. Olsen
2 that I think the Supreme Court has indicated that the ship has sailed on the – on
3 the GLVAR arbitration, but, you know, I am inclined to issue the stay in the
4 amount of the \$33,283 and you can easily – and if your interpretation is correct,
5 the Supreme Court can lift that portion of the stay as it relates to that and it
6 shouldn't take that much effort to get that part done. The rest of it, I'm not
7 inclined to give an estimate as far as the appeal's money. I'd ask you to come
8 back to the Court and seek it under the contract after the litigation is done. So I
9 will issue a stay in the amount of the \$33,283.60. It's additional bond to the – for
10 this appeal, and we'll go from there.

11 MR. OLSEN: Your Honor, just to clarify, then, we are stayed from
12 collecting on the first bond or the GLVAR funds at this time?

13 THE COURT: Well, that's – I was going to say he's indicating that
14 you can get the G – your share as per the G – of the GLVAR funds, but she
15 obviously would get her 3,000 or whatever dollars that the arbitration award
16 provided. So you can leave money there -- I would be – if you want or we can
17 release it. What do you want to do?

18 MR. OLSEN: Your Honor, let's leave it all there. I don't want to
19 release the funds to her, and I'd rather have the opportunity to come back and
20 collect based on your order.

21 THE COURT: Okay. All right. Mr. Frizell, any problem there?

22 MR. FRIZELL: We do not have a problem with keeping those funds
23 there, however, we were saying that, you know, counsel (indiscernible) we do not
24 have a problem with that.

1 THE COURT: All right. We'll leave them there, then. I'll ask Mr.
2 Frizell to prepare an order.

3 MR. FRIZELL: Thanks, Your Honor, and the (indiscernible).

4 THE COURT: Mr. Frizell, you are breaking up horribly.

5 MR. FRIZELL: Okay. Can you hear me better now?

6 THE COURT: A little.

7 MR. FRIZELL: What about now? Can you hear me better now?

8 THE COURT: I hear you pretty good now.

9 MR. FRIZELL: Okay. Good. Then I'll speak to you with the phone
10 to my ear. (indiscernible). Your Honor, I just want to be clear that the GLVAR
11 funds, those are to be – all of those, the entire amount, (indiscernible) whatever it
12 is is to be kept with GLVAR; correct?

13 THE COURT: Right.

14 MR. FRIZELL: Okay. And then my client has asked that because
15 this bond, the two bonds together that come out to, you know, 66 some odd
16 thousand, we would (indiscernible) that be put in an interest bearing blocked
17 (indiscernible). That's her request.

18 THE COURT: I think that just complicates things. But, Mr. Olsen,
19 what do you think?

20 MR. OLSEN: No, Your Honor. We would just rather have it kept
21 with the Clerk of the Court just as we did with the first bond.

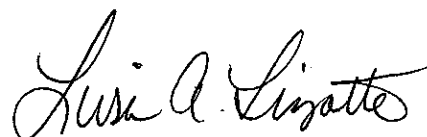
22 THE COURT: Yeah. I think that just complicates things. I'm not
23 going to order that.

24 MR. FRIZELL: Then one other housekeeping matter is we have a
25 hearing for January 6th that was originally scheduled (indiscernible).

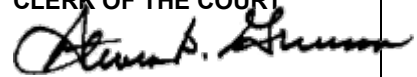
1 THE COURT: I'm sorry. You mean the regular scheduled –
2 MR. FRIZELL: Yes.
3 THE COURT: -- hearing date?
4 MR. FRIZELL: Yes. I believe it's – I believe it's still on calendar.
5 THE COURT: All right. We'll vacate that.
6 MR. FRIZELL: Okay. Thank you, Your Honor. I understand I will
7 prepare an order and (indiscernible) Mr. Olsen.
8 THE COURT: Okay.
9 MR. OLSEN: Thank you.
10 THE COURT: All right. Thank you.
11 MR. OLSEN: Be well and Happy Holidays.
12 MR. FRIZELL: Thank you. Bye-bye.
13 THE COURT: You too.
14 MR. FRIZELL: Yeah. Happy Holidays, everybody. Take care.
15 THE COURT: Happy Holidays.
16 (Whereupon, the proceedings concluded.)

17 * * * * *

18
19 ATTEST: I do hereby certify that I have truly and correctly transcribed the
20 audio/visual proceedings in the above-entitled case to the best of my
21 ability.

22  —

23 LISA A. LIZOTTE
24 Court Recorder
25



1 **NOAS**
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 Telephone (702) 855-5658
12 Facsimile (702) 869-8243

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

11 BETTY CHAN and ASIAN AMERICAN
12 REALTY & PROPERTY
13 MANAGEMENT,

14 Plaintiffs/Counterdefendants,

15 v.

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

20 Defendants/Counterclaimants.

Dist. Ct. No. A-16-744109-C
Supreme Court Case. No. 82208

NOTICE OF CROSS APPEAL

21 Notice is hereby given that, Wayne Wu, Judith Sullivan, Nevada Real Estate Corp., and
22 Jerrin Chiu (hereafter “Defendants” or “Counterclaimants”) by and through their counsel of
23 record, MICHAEL A. OLSEN, ESQ., of Blackrock Legal, LLC, are hereby cross-appelling to
24 the Supreme Court of Nevada the following:

- 25 1. The District Court’s *Order Granting in Part Defendants’ Motion for Summary*
26 *Judgment, or in the Alternative, for Contractual Award of Attorney’s Fees, for Writ of*
27 *Execution on Plaintiff’s Commissions Awarded by GLVAR Arbitration Panel, and*
28



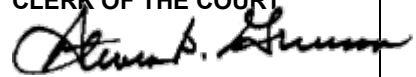
1 *Release of Bond Deposited on Appeal and Order Granting Plaintiffs' Countermotion*
2 *for Summary Judgment* filed on November 23, 2020 with the notice of entry of
3 judgment served on November 23, 2020.
4

5 Dated this 18th day of December 2020.

6 /s/ Keith D. Routsong, Esq.

7 _____
8 MICHAEL A. OLSEN, ESQ.
9 Nevada Bar No: 6076
10 THOMAS R. GROVER, ESQ.
11 Nevada Bar No. 12387
12 **BLACKROCK LEGAL, LLC**
13 10155 W. Twain Ave., Suite 100





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,)	Supreme Court Case. No. 82208
v.)	
)	
WAYNE WU, JUDITH SULLIVAN, NEVADA REAL ESTATE CORP., JERRIN CHIU, KB HOME SALES – NEVADA INC.,)	Dept. No: XX
)	
Defendants/Counterclaimants.)	

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 22nd, 2020 the **NOTICE OF CROSS
APPEAL** 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
Betty Chan	aarpm09@gmail.com

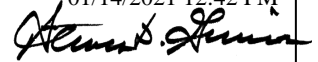
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28

R Frizell	dfrizell@frizelllaw.com
Service Filing	servicefiling@frizelllaw.com
Aiqin Niu	aniu@frizelllaw.com
Jacob Frizell	staff2@frizelllaw.com
Janice M. Michaels	jmichaels@wshblaw.com
Michelle N Ledesma	mledesma@wshblaw.com
Raeann Todd	rtodd@wshblaw.com
Erika McDonagh	emcdonagh@wshblaw.com

/s/Christine Manning

An Employee of BLACKROCK LEGAL




CLERK OF THE COURT

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

And All Related Claims

ORDER ON PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL

On December 9, 2020, and on an order shortening time, the Court heard *Plaintiffs' Motion to Stay Execution Pending Appeal* (filed Nov. 24, 2020) [hereinafter the "Motion"]. Present at the hearing were the following:

For Plaintiffs: R. Duane Frizell, Esq.

For Defendants: Michael A. Olsen, Esq.

Having reviewed and considered Plaintiffs' Motion, Defendants' objection, the other pleadings and papers on file with the Court, and the arguments of counsel, and noting that the previous supersedeas bond posted in this case in the face amount of \$33,533.75 is still in the registry of the Court (*see Plaintiffs' Notice of Posting Supersedeas Bond* (filed May 7, 2019)) [the

1 “First Supersedeas Bond”], the Court finds just, good, and sufficient cause for granting the Motion
2 pursuant to the following terms:

- 3 1. Plaintiffs’ Motion is hereby GRANTED.
- 4 2. The First Supersedeas Bond shall remain in the registry of the Court and shall not
5 be distributed to any party or in any manner whatsoever, pending further order of
6 the Court.
- 7 3. Pursuant to NRCPP 62(d)(1)-(2), a second supersedeas (or cash) bond is hereby set
8 in the additional amount of \$33,283.50, which, when coupled with the First
9 Supersedeas Bond, the Court finds to be sufficient to cover the fees and costs
10 awarded to Defendants to date plus two (2) years’ interest.
- 11 4. Plaintiffs have until ten (10) days from the notice of entry of this order to post the
12 second supersedeas (or cash) bond set in the preceding paragraph, and execution
13 upon any and all judgments and orders of this Court is hereby stayed until and
14 through that date.
- 15 5. Upon the posting of the second supersedeas (or cash) bond, execution upon any and
16 all judgments and orders of this Court shall continue to be stayed pending appeal
17 and further order of this Court.

18 ///

19 ///

20 *[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

6. The entirety of the \$13,795.32 in commissions held by the Greater Las Vegas Association of Realtors (“GLVAR”) shall remain in their escrow account, pending further order of the Court.

IT IS SO ORDERED.

CASE NO. A-16-744109-C

Dated this 14th day of January, 2021


DISTRICT COURT JUDGE

898 0CA 959F 1FB9
Eric Johnson
District Court Judge

Submitted by:

FRIZELL LAW FIRM

By: /s/ R. Duane Frizell
R. DUANE FRIZELL, ESQ.
*Attorney for Plaintiffs/
 Counter-Defendants*

Approved by:

Blackrock Legal LLC.

By: /s/ Michael A. Olsen
MICHAEL A. OLSEN, ESQ.
*Attorney for Defendants/
 Counter-Claimants*

Duane Frizell

From: Mike Olsen <mike@blackrocklawyers.com>
Sent: Tuesday, January 12, 2021 3:07 PM
To: Duane Frizell
Cc: Keith Routsong
Subject: Re: Chan v. Wu: [Proposed] ORDER ON PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL

That looks good, you can use my esignature
Mike

Sent from my iPhone

On Jan 12, 2021, at 3:20 PM, Duane Frizell <dfrizell@frizelllaw.com> wrote:

Hi Mike Just following up on this.

R. Duane Frizell

Attorney at Law

Licensed in Nevada, New Mexico, and Texas

<image002.png>

FRIZELL LAW FIRM

400 N. Stephanie St., Suite 265 | Henderson, Nevada 89014

Tel. No. (702) 657-6000 | Fax No. (702) 657-0065 | 中文專線 (702) 846-2888

Dfrizell@FrizellLaw.com

www.FrizellLaw.com

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From: Duane Frizell <dfrizell@frizelllaw.com>
Sent: Monday, January 11, 2021 1:34 PM
To: Mike Olsen <mike@blackrocklawyers.com>
Subject: RE: Chan v. Wu: [Proposed] ORDER ON PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL

I get it. Over the holidays, it slipped through my "follow-up" cracks as well. Attached is my further redline, which incorporates all of your changes (the new redlines are mine alone). I also attached a clean version.

Please let me know if I have your permission to affix your signature and submit to the court.

R. Duane Frizell

Attorney at Law

Licensed in Nevada, New Mexico, and Texas

<image001.png>

FRIZELL LAW FIRM

400 N. Stephanie St., Suite 265 | Henderson, Nevada 89014

Tel. No. (702) 657-6000 | Fax No. (702) 657-0065 | 中文專線 (702) 846-2888

Dfrizell@FrizellLaw.com

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From: Mike Olsen <mike@blackrocklawyers.com>

Sent: Saturday, January 9, 2021 9:24 PM

To: Duane Frizell <dfrizell@frizelllaw.com>

Subject: Re: Chan v. Wu: [Proposed] ORDER ON PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL

Duane:

My sincere apologies this totally slipped my mind. Attached is my redline with comment.

Thanks

Mike

<image005.png>

Michael A. Olsen, Esq.

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 <dfrizell@frizelllaw.com>

Date: Saturday, January 9, 2021 at 3:44 PM

To: Mike Olsen <mike@blackrocklawyers.com>

Subject: FW: Chan v. Wu: [Proposed] ORDER ON PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL

Hey Mike:

Hope you had a very Merry Christmas and happy new year. Time flies when you're having fun, right? I suspect my 12/15/2020 email below may have gotten lost in the shuffle. In any event, it has almost been a month now, and I really need to get this order to the judge. Please get me any comments you may have or give me permission to affix your signature and submit to the court. I need to hear from you by close of business Monday, 1/11/2021.

Thanks.

--Duane

R. Duane Frizell

Attorney at Law

Licensed in Nevada, New Mexico, and Texas

<image006.png>

FRIZELL LAW FIRM

400 N. Stephanie St., Suite 265 | Henderson, Nevada 89014

Tel. No. (702) 657-6000 | Fax No. (702) 657-0065 | 中文專線 (702) 846-2888

DFrizell@FrizellLaw.com

www.FrizellLaw.com

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From: Duane Frizell <dfrizell@frizelllaw.com>

Sent: Tuesday, December 15, 2020 1:46 PM

To: Mike Olsen <mike@blackrocklawyers.com>

Subject: Chan v. Wu: [Proposed] ORDER ON PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL

Greetings Mike:

The proposed order is attached in Word and PDF formats. Please let me know if I have your permission to affix your electronic signature to the proposed order and submit to the Court. Thank you.

--Duane

R. Duane Frizell

Attorney at Law

Licensed in Nevada, New Mexico, and Texas

<image006.png>

FRIZELL LAW FIRM

400 N. Stephanie St., Suite 265 | Henderson, Nevada 89014

Tel. No. (702) 657-6000 | Fax No. (702) 657-0065 | 中文專線 (702) 846-2888

DFrizzell@FrizzellLaw.com
www.FrizzellLaw.com

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<Order on Second Motion to Stay Execution.v1[3] RDF redline.docx>

<Order on Second Motion to Stay Execution.v1[3] CLEAN.docx>

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Betty Chan, Plaintiff(s)

CASE NO: A-16-744109-C

7 vs.

DEPT. NO. Department 20

8 Wayne Wu, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 1/14/2021

15 Thomas Grover tom@blackrocklawyers.com

16 Daniel Ormsby . DOrmsby@goodsellolsen.com

17 Janice M. Michaels . jmichaels@wshblaw.com

18 Laura Myers . laura@goodsellolsen.com

19 Michael A. Olsen . mike@goodsellolsen.com

20 Michelle N Ledesma . mledesma@wshblaw.com

21 Roman Harper . Roman@goodsellolsen.com

22 Thomas Grover . tom@goodsellolsen.com

23 Michael Olsen mike@blackrocklawyers.com

24 R Frizell dfrizell@frizelllaw.com

25 Service Filing servicefiling@frizelllaw.com

1	Aiqin Niu	aniu@frizelllaw.com
2	Jacob Frizell	staff2@frizelllaw.com
3		
4	Keith Routsong	keith@blackrocklawyers.com
5	Michael Olsen	mike@goodsellolsen.com
6	Michael Olsen	mike@goodsellolsen.com
7	Michael Olsen	mike@goodsellolsen.com
8	Michael Olsen	mike@goodsellolsen.com
9		
10	Christine Manning	christine@blackrocklawyers.com
11	Julian Campbell	julian@blackrocklawyers.com
12	Janiece Marshall	jmarshall@gcmaslaw.com
13	Betty Chan	aarpm09@gmail.com
14	Erika McDonagh	emcdonagh@wshblaw.com
15	Vicki Pyne	vicki@blackrocklawyers.com
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**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

PLAINTIFFS' NOTICE OF POSTING SUPERSEDEAS BOND

TO: The Court

TO: All Parties and their counsel of record

PLEASE TAKE NOTICE that, pursuant to the Court's Order on Plaintiffs' Motion to Stay Execution Pending Appeal (filed January 14, 2021), Plaintiffs/Counter-Defendants BETTY CHAN and ASIAN AMERICAN REALTY & PROPERTY MANAGEMENT posted a supersedeas bond on January 29, 2021 in the amount of \$33,283.50. A true and correct copy of the Court Clerk's official receipt is attached hereto as ***Exhibit 1***.

DATED *February 1, 2021.*

FRIZELL LAW FIRM

By: /s/ R. Duane Frizell
R. DUANE FRIZELL, ESQ.
Nevada Bar No. 9807
*Attorneys for Plaintiffs/
Counter-Defendants*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am a citizen of the United States and am employed in Clark County,
3 Nevada, where this service occurs. I am over the age of eighteen years and not a party to the within
4 entitled action; my business address is 400 N. Stephanie St., Suite 265, Henderson, Nevada 89014.

5 On *February 1, 2021*, I served the foregoing **PLAINTIFFS' NOTICE OF POSTING**
6 **SUPERSEDEAS BOND** on interested party(ies) in this action, as follows:

7 MICHAEL A. OLSEN, ESQ.
8 Nevada State Bar No. 6076
9 THOMAS R. GROVER, ESQ.
10 Nevada State Bar No. 12387
11 KEITH D. ROTSONG, ESQ.
12 Nevada State Bar No. 14944
13 BLACKROCK LEGAL, LLC
14 10155 W. Twain Ave., Suite 100
15 Las Vegas, Nevada 89147

16 *Attorneys for Defendants/Counterclaimants*
17 *Wayne Wu, Judith Sullivan, Nevada Real*
18 *Estate Corp., and Jerrin Chiu*

JANICE M. MICHAELS, ESQ.
Nevada State Bar No. 6062
WOOD SMITH HENNING & BERMAN, LLP
2881 Business Park Court, Suite 200
Las Vegas, Nevada 89128
Attorney for Defendant
KB Home Sales-Nevada Inc.

19 By causing a full, true and correct copy thereof to be sent, together with any and all exhibits and
20 other attachments, by the following indicated method(s):

21 by mailing in a sealed, first-class postage-prepaid envelope, addressed to the above
22 listed individuals, and deposited with the United State Postal Service;

23 X by electronic service through the Eighth Judicial District e-file/e-serve service;

24 by hand delivery;

25 by faxing to the attorney at his/her last known fax number;

26 by electronic mail to the last known e-mail address of the attorney/the party.

27 */s/ Aiqin Niu*
28 Aiqin Niu, an employee of
FRIZELL LAW FIRM

EXHIBIT 1

EXHIBIT 1

REPRINTED RECEIPT

District Court Clerk of the Court 200 Lewis Ave, 3rd Floor Las Vegas, NV 89101

Payor
Yuk Lan Chan

Receipt No.
2021-05654-CCCLK

Transaction Date
01/29/2021

Description	Amount Paid
On Behalf Of Asian American Realty & Property Management A-16-744109-C Betty Chan, Plaintiff(s) vs. Wayne Wu, Defendant(s) Supersedeas Bond	
Supersedeas Bond	33,283.50
SUBTOTAL	33,283.50
PAYMENT TOTAL	33,283.50
Cashier Check (Ref #0904218131) Tendered	33,283.50
Total Tendered	33,283.50
Change	0.00

Order on Plaintiffs' Motion to Stay Execution Pending Appeal - filed on 1/14/2021

01/29/2021
02:09 PM

Cashier
Station RJCC1

Audit
37742640

REPRINTED RECEIPT

Case Number: A-16-744109-C

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am a citizen of the United States and am employed in Clark County,
3 Nevada, where this service occurs. I am over the age of eighteen years and not a party to the within
4 entitled action; my business address is 400 N. Stephanie St., Suite 265, Henderson, Nevada 89014.

5 On *February 1, 2021*, I served the foregoing ***NOTICE OF ENTRY OF ORDER ON***
6 ***PLAINTIFF'S MOTION TO STAY EXECUTION PENDING APPEAL*** on interested party(ies)
in this action, as follows:

7 MICHAEL A. OLSEN, ESQ.
Nevada State Bar No. 6076
8 THOMAS R. GROVER, ESQ.
Nevada State Bar No. 12387
9 KEITH D. ROTSONG, ESQ.
Nevada State Bar No. 14944
10 BLACKROCK LEGAL, LLC
10155 W. Twain Ave., Suite 100
11 Las Vegas, Nevada 89147

Attorneys for Defendants/Counterclaimants
Wayne Wu, Judith Sullivan, Nevada Real
Estate Corp., and Jerrin Chiu

JANICE M. MICHAELS, ESQ.
Nevada State Bar No. 6062
WOOD SMITH HENNING & BERMAN, LLP
2881 Business Park Court, Suite 200
Las Vegas, Nevada 89128
Attorney for Defendant
KB Home Sales-Nevada Inc.

12 By causing a full, true and correct copy thereof to be sent, together with any and all exhibits and
13 other attachments, by the following indicated method(s):

14 by mailing in a sealed, first-class postage-prepaid envelope, addressed to the above
15 listed individuals, and deposited with the United State Postal Service;

16 X by electronic service through the Eighth Judicial District e-file/e-serve service;

17 by hand delivery;

18 by faxing to the attorney at his/her last known fax number;

19 by electronic mail to the last known e-mail address of the attorney/the party.

20
21
22
23
24 */s/ Aiqin Niu*
Aiqin Niu, an employee of
25 Frizell Law Firm, PLLC
26
27
28

1 “First Supersedeas Bond”], the Court finds just, good, and sufficient cause for granting the Motion
2 pursuant to the following terms:

- 3 1. Plaintiffs’ Motion is hereby GRANTED.
- 4 2. The First Supersedeas Bond shall remain in the registry of the Court and shall not
5 be distributed to any party or in any manner whatsoever, pending further order of
6 the Court.
- 7 3. Pursuant to NRCP 62(d)(1)-(2), a second supersedeas (or cash) bond is hereby set
8 in the additional amount of \$33,283.50, which, when coupled with the First
9 Supersedeas Bond, the Court finds to be sufficient to cover the fees and costs
10 awarded to Defendants to date plus two (2) years’ interest.
- 11 4. Plaintiffs have until ten (10) days from the notice of entry of this order to post the
12 second supersedeas (or cash) bond set in the preceding paragraph, and execution
13 upon any and all judgments and orders of this Court is hereby stayed until and
14 through that date.
- 15 5. Upon the posting of the second supersedeas (or cash) bond, execution upon any and
16 all judgments and orders of this Court shall continue to be stayed pending appeal
17 and further order of this Court.

18 ///

19 ///

20 *[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

6. The entirety of the \$13,795.32 in commissions held by the Greater Las Vegas Association of Realtors (“GLVAR”) shall remain in their escrow account, pending further order of the Court.

IT IS SO ORDERED.

CASE NO. A-16-744109-C

Dated this 14th day of January, 2021


DISTRICT COURT JUDGE

898 0CA 959F 1FB9
Eric Johnson
District Court Judge

Submitted by:

FRIZELL LAW FIRM

By: /s/ R. Duane Frizell
R. DUANE FRIZELL, ESQ.
*Attorney for Plaintiffs/
 Counter-Defendants*

Approved by:

Blackrock Legal LLC.

By: /s/ Michael A. Olsen
MICHAEL A. OLSEN, ESQ.
*Attorney for Defendants/
 Counter-Claimants*

Duane Frizell

From: Mike Olsen <mike@blackrocklawyers.com>
Sent: Tuesday, January 12, 2021 3:07 PM
To: Duane Frizell
Cc: Keith Routsong
Subject: Re: Chan v. Wu: [Proposed] ORDER ON PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL

That looks good, you can use my esignature
Mike

Sent from my iPhone

On Jan 12, 2021, at 3:20 PM, Duane Frizell <dfrizell@frizelllaw.com> wrote:

Hi Mike Just following up on this.

R. Duane Frizell

Attorney at Law

Licensed in Nevada, New Mexico, and Texas

<image002.png>

FRIZELL LAW FIRM

400 N. Stephanie St., Suite 265 | Henderson, Nevada 89014

Tel. No. (702) 657-6000 | Fax No. (702) 657-0065 | 中文專線 (702) 846-2888

Dfrizell@FrizellLaw.com

www.FrizellLaw.com

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From: Duane Frizell <dfrizell@frizelllaw.com>
Sent: Monday, January 11, 2021 1:34 PM
To: Mike Olsen <mike@blackrocklawyers.com>
Subject: RE: Chan v. Wu: [Proposed] ORDER ON PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL

I get it. Over the holidays, it slipped through my "follow-up" cracks as well. Attached is my further redline, which incorporates all of your changes (the new redlines are mine alone). I also attached a clean version.

Please let me know if I have your permission to affix your signature and submit to the court.

R. Duane Frizell

Attorney at Law

Licensed in Nevada, New Mexico, and Texas

<image001.png>

FRIZELL LAW FIRM

400 N. Stephanie St., Suite 265 | Henderson, Nevada 89014

Tel. No. (702) 657-6000 | Fax No. (702) 657-0065 | 中文專線 (702) 846-2888

Dfrizell@FrizellLaw.com

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From: Mike Olsen <mike@blackrocklawyers.com>

Sent: Saturday, January 9, 2021 9:24 PM

To: Duane Frizell <dfrizell@frizelllaw.com>

Subject: Re: Chan v. Wu: [Proposed] ORDER ON PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL

Duane:

My sincere apologies this totally slipped my mind. Attached is my redline with comment.

Thanks

Mike

<image005.png>

Michael A. Olsen, Esq.

Managing Partner

10155 West Twain Avenue, Suite 100

Las Vegas, NV 89147

T: 702.855.5658

F: 702.869.8243

This message and any file(s) or attachment(s) transmitted herewith are confidential, intended for the named recipient only, and may contain information that is a trade secret, proprietary, protected by attorney work product doctrine, subject to attorney-client privilege, or is otherwise protected against unauthorized use or disclosure. This message and any file(s) or attachment(s) transmitted herewith are based on a reasonable expectation of privacy consistent with ABA Formal Opinion No. 99-413. Any disclosure, distribution, copying, or use of this information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. If you receive this message in error, please advise the sender by immediate reply and delete the original message. Thank you. Blackrock Legal – Attorneys at law

From: Duane Frizell <dfrizell@frizelllaw.com>

Date: Saturday, January 9, 2021 at 3:44 PM

To: Mike Olsen <mike@blackrocklawyers.com>

Subject: FW: Chan v. Wu: [Proposed] ORDER ON PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL

Hey Mike:

Hope you had a very Merry Christmas and happy new year. Time flies when you're having fun, right? I suspect my 12/15/2020 email below may have gotten lost in the shuffle. In any event, it has almost been a month now, and I really need to get this order to the judge. Please get me any comments you may have or give me permission to affix your signature and submit to the court. I need to hear from you by close of business Monday, 1/11/2021.

Thanks.

--Duane

R. Duane Frizell

Attorney at Law

Licensed in Nevada, New Mexico, and Texas

<image006.png>

FRIZELL LAW FIRM

400 N. Stephanie St., Suite 265 | Henderson, Nevada 89014

Tel. No. (702) 657-6000 | Fax No. (702) 657-0065 | 中文專線 (702) 846-2888

DFrizell@FrizellLaw.com

www.FrizellLaw.com

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From: Duane Frizell <dfrizell@frizelllaw.com>

Sent: Tuesday, December 15, 2020 1:46 PM

To: Mike Olsen <mike@blackrocklawyers.com>

Subject: Chan v. Wu: [Proposed] ORDER ON PLAINTIFFS' MOTION TO STAY EXECUTION PENDING APPEAL

Greetings Mike:

The proposed order is attached in Word and PDF formats. Please let me know if I have your permission to affix your electronic signature to the proposed order and submit to the Court. Thank you.

--Duane

R. Duane Frizell

Attorney at Law

Licensed in Nevada, New Mexico, and Texas

<image006.png>

FRIZELL LAW FIRM

400 N. Stephanie St., Suite 265 | Henderson, Nevada 89014

Tel. No. (702) 657-6000 | Fax No. (702) 657-0065 | 中文專線 (702) 846-2888

DFrizzell@FrizzellLaw.com
www.FrizzellLaw.com

You bet your business!

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<Order on Second Motion to Stay Execution.v1[3] RDF redline.docx>

<Order on Second Motion to Stay Execution.v1[3] CLEAN.docx>

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Betty Chan, Plaintiff(s)

CASE NO: A-16-744109-C

7 vs.

DEPT. NO. Department 20

8 Wayne Wu, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 1/14/2021

15 Thomas Grover	tom@blackrocklawyers.com
16 Daniel Ormsby .	DOrmsby@goodsellolsen.com
17 Janice M. Michaels .	jmichaels@wshblaw.com
18 Laura Myers .	laura@goodsellolsen.com
19 Michael A. Olsen .	mike@goodsellolsen.com
20 Michelle N Ledesma .	mledesma@wshblaw.com
21 Roman Harper .	Roman@goodsellolsen.com
22 Thomas Grover .	tom@goodsellolsen.com
23 Michael Olsen	mike@blackrocklawyers.com
24 R Frizell	dfrizell@frizelllaw.com
25 Service Filing	servicefiling@frizelllaw.com

26
27
28

1	Aiqin Niu	aniu@frizelllaw.com
2	Jacob Frizell	staff2@frizelllaw.com
3		
4	Keith Routsong	keith@blackrocklawyers.com
5	Michael Olsen	mike@goodsellolsen.com
6	Michael Olsen	mike@goodsellolsen.com
7	Michael Olsen	mike@goodsellolsen.com
8	Michael Olsen	mike@goodsellolsen.com
9	Christine Manning	christine@blackrocklawyers.com
10	Julian Campbell	julian@blackrocklawyers.com
11		
12	Janiece Marshall	jmarshall@gcmaslaw.com
13	Betty Chan	aarpm09@gmail.com
14	Erika McDonagh	emcdonagh@wshblaw.com
15	Vicki Pyne	vicki@blackrocklawyers.com
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REGISTER OF ACTIONS**CASE NO. A-16-744109-C****Betty Chan, Plaintiff(s) vs. Wayne Wu, Defendant(s)**§
§
§
§
§
§
§
§

Case Type: **Other Contract**
 Date Filed: **09/27/2016**
 Location: **Department 20**
 Cross-Reference Case Number: **A744109**
 Supreme Court No.: **78666**
82208

P. TY INFORMATION

Counter Claimant	Chiu, Jerrin	Lead Attorneys Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Counter Claimant	Nevada Real Estate Corp	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Counter Claimant	Sullivan, Judith	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Counter Claimant	Wu, Wayne	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Counter Defendant	Chan, Betty	R Duane Frizell <i>Retained</i> 702-657-6000(W)
Defendant	Chiu, Jerrin	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Defendant	KB Home Sales-Nevada Inc	Janice M Michaels <i>Retained</i> 702-251-4100(W)
Defendant	Nevada Real Estate Corp	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Defendant	Sullivan, Judith	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Defendant	Wu, Wayne	Michael A. Olsen <i>Retained</i> 702-855-5658(W)
Plaintiff	Asian American Realty & Property Management	R Duane Frizell <i>Retained</i> 702-657-6000(W)
Plaintiff	Chan, Betty	R Duane Frizell <i>Retained</i> 702-657-6000(W)

EVENTS & ORDERS OF THE COURT**DISPOSITIONS**03/22/2019 | **Summary Judgment** (Judicial Officer: Johnson, Eric)

Debtors: Betty Chan (Plaintiff), Asian American Realty & Property Management (Plaintiff)
Creditors: Wayne Wu (Defendant), Judith Sullivan (Defendant), Nevada Real Estate Corp (Defendant), Jerrin Chiu (Defendant)
Judgment: 03/22/2019, Docketed: 03/22/2019

03/22/2019 **Order** (Judicial Officer: Johnson, Eric)
Debtors: Betty Chan (Plaintiff), Asian American Realty & Property Management (Plaintiff)
Creditors: Wayne Wu (Defendant), Judith Sullivan (Defendant), Nevada Real Estate Corp (Defendant), Jerrin Chiu (Defendant)
Judgment: 03/22/2019, Docketed: 03/22/2019
Total Judgment: 22,355.83

06/09/2020 **Clerk's Certificate** (Judicial Officer: Johnson, Eric)
Debtors: Betty Chan (Plaintiff), Asian American Realty & Property Management (Plaintiff)
Creditors: Wayne Wu (Defendant), Judith Sullivan (Defendant), Nevada Real Estate Corp (Defendant), Jerrin Chiu (Defendant), KB Home Sales-Nevada Inc (Defendant)
Judgment: 06/09/2020, Docketed: 06/16/2020
Comment: Supreme Court No 78666 - Appeal Dismissed

11/23/2020 **Summary Judgment** (Judicial Officer: Johnson, Eric)
Debtors: Wayne Wu (Defendant), Judith Sullivan (Defendant), Nevada Real Estate Corp (Defendant), Jerrin Chiu (Defendant)
Creditors: Betty Chan (Plaintiff), Asian American Realty & Property Management (Plaintiff)
Judgment: 11/23/2020, Docketed: 11/24/2020

11/23/2020 **Order** (Judicial Officer: Johnson, Eric)
Debtors: Betty Chan (Plaintiff), Asian American Realty & Property Management (Plaintiff)
Creditors: Wayne Wu (Defendant), Judith Sullivan (Defendant), Nevada Real Estate Corp (Defendant), Jerrin Chiu (Defendant)
Judgment: 11/23/2020, Docketed: 11/24/2020
Total Judgment: 35,630.00

OTHER EVENTS AND HEARINGS

09/27/2016 **Complaint**
Complaint

11/15/2016 **Amended Complaint**
Amended Complaint

11/21/2016 **Affidavit of Service**
Affidavit of Service

11/21/2016 **Affidavit of Service**
Affidavit of Service

11/21/2016 **Affidavit of Service**
Affidavit of Service

11/21/2016 **Affidavit of Service**
Affidavit of Service

11/21/2016 **Affidavit of Service**
Affidavit of Service

12/01/2016 **Affidavit of Service**
Affidavit of Service

12/06/2016 **Answer and Counterclaim**
Answer and Counterclaim

12/06/2016 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

12/07/2016 **Certificate of Service**
Certificate of Service

12/19/2016 **Reply to Counterclaim**
Reply to Counterclaim

01/06/2017 **Motion to Amend**
Counterdefendant's Motion to Amend Reply to Counterclaim and to Strike Initial Reply to Counterclaim from the Record

01/10/2017 **Stipulation**
Stipulation to Continue Early Case Conference

01/10/2017 **Notice of Non Opposition**
Notice of Non-Opposition to Counterdefendant's Motion to Amend Reply to Counterclaim and to Strike Initial Reply to Counterclaim From the Record

01/11/2017 **Certificate of Service**
Certificate of Service

01/13/2017 **Motion to Stay**
Motion for Stay Pending Arbitration

01/23/2017 **Motion to Withdraw As Counsel**
Motion to Withdraw as Counsel of Record for Plaintiffs Betty Chan and Asian American Realty and Property Management

02/02/2017 **Opposition**
Opposition to Motion to Stay Pending Arbitration and Countermotion to Dismiss with Prejudice or in the Alternative for Summary Judgment

02/03/2017 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

02/06/2017 **Motion to Amend** (8:30 AM) (Judicial Officer Leavitt, Michelle)
Counterdefendant's Motion to Amend Reply to Counterclaim and to Strike Initial Reply to Counterclaim from the Record
[Parties Present](#)
[Minutes](#)

Result: Granted

02/06/2017 **Certificate of Service**
Certificate of Service

02/07/2017 **Certificate of Service**
Certificate of Service

02/07/2017 **Supplemental**
Supplement to Opposition to Motion to Stay Pending Arbitration and Countermotion to Dismiss with Prejudice or in the Alternative for Summary Judgment

02/09/2017 **Order**
Order to Amend Reply to Counterclaim and to Strike Initial Reply to Counterclaim from the Record.

02/10/2017 **Amended**
Amended Reply to Counterclaim

02/14/2017 **Reply to Opposition**
Plaintiffs Reply to Opposition to Motion to Stay Pending Arbitration and Opposition to Defendants Counter Motion to Dismiss with Prejudice or in the Alternative for Summary Judgment

02/16/2017 **Stipulation and Order**
Stipulation and Order to Continue Hearing

02/27/2017 **Motion For Stay** (8:30 AM) (Judicial Officer Leavitt, Michelle)
Plaintiffs' Motion for Stay Pending Arbitration
02/13/2017 Reset by Court to 02/27/2017
Result: Granted

02/27/2017 **Opposition and Counter Motion** (8:30 AM) (Judicial Officer Leavitt, Michelle)
Defendants' and Counterclaimants' Opposition to Motion to Stay Pending Arbitration and Counter Motion to Dismiss with Prejudice or in the Alternative for Summary Judgment
02/13/2017 Reset by Court to 02/27/2017
Result: Denied

02/27/2017 **All Pending Motions** (8:30 AM) (Judicial Officer Leavitt, Michelle)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

02/28/2017 **Notice of Hearing**
Notice of Hearing on Motion to Withdraw as Counsel of Record for Plaintiffs Betty Chan and Asian American Realty and Property Management

03/30/2017 **Order**
Order Granting Motion to Stay and Denying Motion to Dismiss and Motion for Summary Judgment

04/03/2017 **Motion to Withdraw as Counsel** (8:30 AM) (Judicial Officer Leavitt, Michelle)
The Law Firm of Marquis Aurbach Coffing's Notice of Hearing on Motion to Withdraw as Counsel of Record for Plaintiffs Betty Chan and Asian American Realty and Property Management
[Parties Present](#)
[Minutes](#)
Result: Granted

04/03/2017 **Notice of Entry of Order**
Notice of Entry of Order Granting Motion to Stay and Denying Motion for Summary Judgment

04/17/2017 **Order Granting Motion**
Order Granting Motion to Withdraw as Counsel of Record for Plaintiffs Betty Chan and Asian American Realty & Property Management

05/01/2017 **Status Check** (8:30 AM) (Judicial Officer Leavitt, Michelle)
Status Check: New Counsel For Plaintiffs
[Parties Present](#)
[Minutes](#)
Result: Off Calendar

05/04/2017 **Notice of Appearance**
Notice of Appearance

05/09/2017 **Notice of Entry of Order**
Notice of Entry of Order Granting Motion to Withdraw as Counsel of Record for Plaintiffs

07/02/2018 **Case Reassigned to Department 20**
Reassigned From Judge Leavitt - Dept 12

07/18/2018 **Motion to Vacate**
MOTION TO VACATE OR MODIFY ARBITRATION AWARD

08/06/2018 **Opposition and Counter Motion**
Opposition to Motion to Vacate or Modify Arbitration Award and Counter Motion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for Attorney Fees

08/07/2018 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

08/15/2018 **Reply in Support**
Reply In Support Of Motion to Vacate or Modify Arbitration Award and Opposition to Counter Motions

08/21/2018 **Change of Address**
Change of Address of Attorneys for Defendant KB Home Sales - Nevada, Inc.

08/22/2018 **Motion** (8:30 AM) (Judicial Officer Johnson, Eric)
Plaintiffs' Motion to Vacate or Modify Arbitration Award
Result: Denied

08/22/2018 **Opposition and Counter Motion** (8:30 AM) (Judicial Officer Johnson, Eric)
08/22/2018, 10/31/2018
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 Counter Motion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for Attorney Fees
[Parties Present](#)
[Minutes](#)
10/10/2018 Reset by Court to 10/31/2018
10/31/2018 Reset by Court to 10/31/2018
Result: Matter Continued

08/22/2018 **Response and Counter Motion** (8:30 AM) (Judicial Officer Johnson, Eric)
Plaintiffs' Reply in Support of Motion to Vacate or Modify Arbitration Award and Opposition / Motion to Strike Improper Counter Motion
Result: Denied

08/22/2018 **All Pending Motions** (8:30 AM) (Judicial Officer Johnson, Eric)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

09/05/2018 **Supplement**
First Supplement to Counter Motion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for Attorney Fees

09/12/2018 **Supplement**
Supplement to First Supplement to Countermotion to Recognize Wu as the Procuring Cause, for Summary Judgment, and for Attorney Fees

09/18/2018 **Order**
Order Denying Motion to Vacate or Modify Arbitration Award

09/18/2018 **Notice of Entry of Order**
Notice of Entry of Order

09/20/2018 **Certificate of Service**
Certificate of Service

09/21/2018 **Certificate of Service**
Certificate of Service

09/25/2018 **Declaration**
Declaration of Service

10/04/2018 **Stipulation and Order**
Stipulation and Order Extending Briefing and Continuing Hearing

10/09/2018 **Substitution of Attorney**
Substitution of Attorneys

10/12/2018 **Motion to Extend**
Motion to Extend Briefing on Order Shortening Time and Continue Hearing Date

10/15/2018 **Notice of Entry**
Notice of Entry of Order on Shortening Time

10/15/2018 **Opposition**
Opposition to Motion to Extend Briefing on Order Shortening Time and Continue Hearing

10/17/2018 **Motion** (10:30 AM) (Judicial Officer Johnson, Eric)
Plaintiffs' Motion to Extend Briefing on Order Shortening Time and Continue Hearing Date
[Parties Present](#)
[Minutes](#)
 Result: Denied

10/25/2018 **Supplement**
Plaintiffs/Counterdefendants Betty Chan and Asia American Realty & Property Management's Supplement to Plaintiffs Opposition Defendants/Counterclaimants Wayne Wu, Judicity 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 09/15/18); and (2) Supplement to First Supplement to Countermotion to Recognize Wu as the Procuring Cause for Summary Judgment, and for Attorneys Fees (filed 9/12/18)

10/29/2018 **Reply**
Reply to Plaintiffs Supplement

10/30/2018 **Certificate of Service**
Certificate of Service

10/31/2018 **Memorandum of Costs and Disbursements**
Memorandum of Costs and Disbursements

11/14/2018 **Transcript of Proceedings**
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, October 31, 2018

11/30/2018 **Minute Order** (11:30 AM) (Judicial Officer Johnson, Eric)
[Minutes](#)
 Result: Minute Order - No Hearing Held

12/31/2018 **Transcript of Proceedings**
All Pending Motions, August 22, 2018

01/03/2019 **Motion to Withdraw As Counsel**
Motion to Withdraw As Counsel of Record

01/25/2019 **Recorders Transcript of Hearing**
Plaintiffs' Motion to Extend Briefing on Order Shortening Time and Continue Hearing Date, October 17, 2018

01/29/2019 **Notice of Change of Firm Name**
Notice of Change and Firm Name

02/11/2019 **Minute Order** (8:30 AM) (Judicial Officer Johnson, Eric)
[Minutes](#)
 Result: Minute Order - No Hearing Held

02/19/2019 **Motion**
Motion to Reconsider Order Granting Motion to Withdraw and Late-Filed Opposition to Motion to Withdraw and New Motion to Get a New Court Hearing Date

02/20/2019 **CANCELED Motion to Withdraw as Counsel** (8:30 AM) (Judicial Officer Johnson, Eric)
Vacated

03/08/2019 **Opposition to Motion**
Gentile Cristalli Miller Armeni & Savarese's Opposition to Betty Chan and Asian American Realty and Property Management's Motion to Reconsider Order Granting Motion to Withdraw and Late Filed Opposition to Motion to Withdraw

03/21/2019 **Order Granting Motion**
Order Granting Motion to Withdraw As Counsel of Record

03/21/2019 **Notice of Entry of Order**
Notice of Entry of Order Granting Motion to Withdraw as Counsel of Record

03/22/2019 **Order**
Order Granting Defendants Countermotion for Summary Judgment and Attorneys Fees and Costs

03/22/2019 **Notice of Entry of Order**
Notice of Entry of Order

03/25/2019 **Certificate of Service**
Certificate of Service

03/27/2019 **Ex Parte Order**
Ex Parte Motion for an Order Shortening Time

03/27/2019 **Motion for Writ of Attachment**
Motion for Writ of Execution on Plaintiffs Commissions Awarded by GLVAR Arbitration Panel

03/28/2019 **Motion for Writ of Attachment**
Motion for Writ of Execution on Plaintiffs Commissions Awarded by GLVAR Arbitration Panel

04/01/2019 **Response**

	<i>Response to Attorney Janiece Marshall's opposition and request additional time to locate another attorney replacement</i>
04/01/2019	Minute Order (7:15 AM) (Judicial Officer Johnson, Eric) <i>Minute Order Re: Plaintiff's Motion for Reconsideration</i> Minutes
	Result: Minute Order - No Hearing Held
04/01/2019	Motion <i>Motion to vacate entry of order or Motion for extension of time to file reconsideration to the entry of order granting Defendant counter motion</i>
04/03/2019	CANCELED Motion For Reconsideration (8:30 AM) (Judicial Officer Johnson, Eric) <i>Vacated - per Law Clerk</i> <i>Plaintiff's Motion to Reconsider Order Granting Motion to Withdraw and Late-Filed Opposition to Motion to Withdraw and New Motion to Get a New Court Hearing Date</i>
04/04/2019	Ex Parte Motion <i>Ex Parte Motion for an Order Shortening Time</i>
04/04/2019	Notice of Entry of Order <i>Notice of Entry of Order</i>
04/05/2019	Certificate of Service <i>Certificate of Service</i>
04/07/2019	Opposition <i>motion to oppose Motion for writ of execution on Plaintiff's Commission awarded by GLVAR Arbitration Panel</i>
04/08/2019	Motion <i>Motion to Vacate notice of Entry of Order Granting Shortening Time</i>
04/14/2019	Supplement <i>Supplemental to Plaintiffs' Opposition to Writ of Execution Filed on 4/7/2019</i>
04/15/2019	Supplement <i>Supplemental Attachment to plaintiffs's motion filed on 4/1/2019 for reconsideration</i>
04/17/2019	Motion (8:30 AM) (Judicial Officer Johnson, Eric) <i>Defendant's Motion for Writ of Execution</i> Parties Present Minutes
	Result: Granted
04/22/2019	Notice of Appeal <i>Notice of Appeal</i>
04/22/2019	Case Appeal Statement <i>Case Appeal Statement</i>
04/24/2019	Notice of Appearance <i>Notice of Appearance</i>
04/24/2019	Motion for Stay of Execution <i>Plaintiffs Motion to Stay Execution Pending Appeal (on an Ex Parte Application for an Order Shortening Time)</i>
04/25/2019	Case Appeal Statement <i>Case Appeal Statement</i>
04/25/2019	Writ Electronically Issued <i>Writ of Execution</i>
04/26/2019	Notice of Motion <i>Notice of Motion; Order Shortening Time; Stay of Execution</i>
04/26/2019	Notice of Entry of Order <i>NOTICE OF ENTRY OF NOTICE OF MOTION; ORDER SHORTENING TIME; STAY OF EXECUTION</i>
04/26/2019	Certificate of Service <i>Certificate of Service</i>
04/29/2019	Opposition <i>Partial Opposition to Plaintiff's Motion to Stay Execution</i>
04/29/2019	Notice <i>Notice of Production of Documents in camera</i>
05/01/2019	Motion to Stay (8:30 AM) (Judicial Officer Johnson, Eric) <i>Motion to Stay Execution on OST</i> Result: Granted
05/01/2019	Opposition and Countermotion (8:30 AM) (Judicial Officer Johnson, Eric) <i>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</i> Result: Granted in Part
05/01/2019	Certificate of Service <i>Certificate of Service</i>
05/01/2019	All Pending Motions (8:30 AM) (Judicial Officer Johnson, Eric) Parties Present Minutes
	Result: Matter Heard
05/01/2019	Transcript of Proceedings <i>Defendant's Motion For Writ of Execution, April 17, 2019</i>
05/01/2019	Order <i>ORDER ON PLAINTIFFS MOTION TO STAY EXECUTION PENDING APPEAL</i>
05/01/2019	Notice of Entry of Order <i>NOTICE OF ENTRY OF ORDER ON PLAINTIFFS MOTION TO STAY EXECUTION PENDING APPEAL</i>
05/03/2019	Order <i>Order Denying Plaintiffs' Motion to Reconsider Order Granting Motion to Withdraw and Late-Filed Opposition to Motion to Withdraw</i>
05/03/2019	Miscellaneous Filing <i>Transcript Request Statement</i>
05/06/2019	Notice of Entry of Order <i>Notice of Entry of Order Denying Plaintiffs' Motion to Reconsider Order Granting Motion to Withdraw and Late-Filed Opposition to Motion to Withdraw</i>
05/07/2019	Notice of Posting <i>PLAINTIFFS NOTICE OF POSTING SUPERSEDEAS BOND</i>
12/11/2019	Notice of Hearing

	<i>Notice of Hearing</i>
01/07/2020	Motion <i>Plaintiffs' Motion to Formally Resolve Motion for Reconsideration and to Certify Judgment as Final (on an Application for an Order Shortening Time)</i>
01/08/2020	Clerk's Notice of Hearing <i>Notice of Hearing</i>
01/10/2020	Order Shortening Time <i>Notice of Motion; Order Shortening Time</i>
01/16/2020	Opposition and Countermotion <i>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</i>
01/16/2020	Certificate of Service <i>Certificate of Service</i>
01/22/2020	Motion (8:30 AM) (Judicial Officer Johnson, Eric) <i>Plaintiffs' Motion to Formally Resolve Motion for Reconsideration and to Certify Judgment as Final (on an Application for an Order Shortening Time)</i> <i>02/12/2020 Reset by Court to 01/22/2020</i> Result: Denied
01/22/2020	Opposition and Countermotion (8:30 AM) (Judicial Officer Johnson, Eric) <i>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</i> Result: Granted in Part
01/22/2020	Reply in Support <i>Plaintiffs Reply in Support of Their Motion to Formally Resolve Motion for Reconsideration and to Certify Judgment as Final and Opposition to Countermotion for Summary Judgment on Abuse of Process Claim</i>
01/22/2020	All Pending Motions (8:30 AM) (Judicial Officer Johnson, Eric) Parties Present Minutes Result: Matter Heard
03/10/2020	Order <i>Order on Plaintiff's Motion to Formally Resolve Motion for Reconsideration and to Certify Judgment as Final and Countermotion for Summary Judgment on Abuse of Process Claim</i>
03/10/2020	Notice of Entry of Order <i>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</i>
04/06/2020	Amended Notice of Appeal <i>Plaintiffs Amended Notice of Appeal</i>
05/29/2020	Notice of Change of Hearing <i>Notice of Change of Hearing</i>
06/04/2020	Motion for Summary Judgment <i>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</i>
06/04/2020	Clerk's Notice of Hearing <i>Notice of Hearing</i>
06/05/2020	Certificate of Service <i>Certificate of Service</i>
06/09/2020	NV Supreme Court Clerks Certificate/Judgment - Dismissed <i>Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed</i>
06/16/2020	CANCELED Status Check (8:30 AM) (Judicial Officer Johnson, Eric) <i>Vacated</i> <i>Status Check: Appeal</i> <i>06/17/2020 Reset by Court to 06/16/2020</i>
06/25/2020	Motion to Strike <i>Plaintiffs' Motion to Strike or in the Alternative to Extend Briefing and Continue the Hearing on Defendants' Motion for Summary Judgment (First Request) (On an Ex Parte Application for an Order Shortening Time)</i>
06/26/2020	Clerk's Notice of Hearing <i>Notice of Hearing</i>
06/26/2020	Order Shortening Time <i>NOTICE OF MOTION; ORDER SHORTENING TIME</i>
06/29/2020	Opposition <i>Opposition to Motion to Strike</i>
06/30/2020	Motion to Strike (8:30 AM) (Judicial Officer Johnson, Eric) <i>Plaintiffs' Motion to Strike or in the Alternative to Extend Briefing and Continue the Hearing on Defendants' Motion for Summary Judgment (First Request) (On an Ex Parte Application for an Order Shortening Time)</i> Parties Present Minutes <i>07/28/2020 Reset by Court to 06/30/2020</i> Result: Denied in Part
07/08/2020	Opposition and Countermotion <i>Plaintiffs' Opposition to Defendants' Motion for Summary Judgment, or in the Alternative, for Contractual Award of Attorney's Fees, for Writ of Execution on Plaintiff's Commissions Awarded by GLVAR Arbitration Panel and Release of Bond Deposited on Appeal and Countermotion for Summary Judgment on Defendants' Abuse-Of-Process Counterclaim</i>
07/13/2020	Reply in Support <i>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</i>
07/15/2020	Certificate of Service <i>Certificate of Service</i>
07/17/2020	Notice of Change of Hearing <i>Notice of Change of Hearing</i>

07/21/2020	Motion for Summary Judgment (11:00 AM) (Judicial Officer Johnson, Eric) <i>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 Pane land Release of Bond Deposited on Appeal</i> Parties Present 07/07/2020 Reset by Court to 07/21/2020 Result: Granted in Part
07/21/2020	Opposition and Countermotion (11:00 AM) (Judicial Officer Johnson, Eric) <i>Plaintiffs' Opposition to Defendants' Motion for Summary Judgment, or in the Alternative, for Contractual Award of Attorney's Fees, for Writ of Execution on Plaintiff's Commissions Awarded by GLVAR Arbitration Panel and Release of Bond Deposited on Appeal and Countermotion for Summary Judgment on Defendants' Abuse-Of-Process Counterclaim</i> Parties Present Result: Granted
07/21/2020	All Pending Motions (11:00 AM) (Judicial Officer Johnson, Eric) Parties Present Minutes Result: Matter Heard
08/11/2020	Memorandum <i>Memorandum for Production of Invoices</i>
08/12/2020	Certificate of Service <i>Certificate of Service</i>
08/12/2020	Notice <i>Notice of Production of Document for In Camera Review</i>
08/13/2020	Certificate of Service <i>Certificate of Service</i>
09/02/2020	Transcript of Proceedings <i>Transcript of Hearing: Motion to Stay Execution on Order Shortening Time 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, May 1, 2019</i>
09/02/2020	Transcript of Proceedings <i>Transcript of Hearing: All Pending Motions, January 22, 2020</i>
09/02/2020	Transcript of Proceedings <i>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, June 30, 2020</i>
09/02/2020	Transcript of Proceedings <i>Transcript of Hearing: All Pending Motions, July 21, 2020</i>
09/09/2020	Opposition and Countermotion <i>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</i>
09/10/2020	Reply in Support <i>Reply in support of Memorandum for Fees</i>
09/11/2020	Certificate of Service <i>Certificate of Service</i>
09/30/2020	Status Check (10:30 AM) (Judicial Officer Johnson, Eric) <i>Status Check: Attorney's Fees and Costs</i> 09/16/2020 Reset by Court to 09/23/2020 09/23/2020 Reset by Court to 09/30/2020 Result: Matter Heard
09/30/2020	Opposition and Countermotion (10:30 AM) (Judicial Officer Johnson, Eric) <i>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</i> 09/16/2020 Reset by Court to 09/23/2020 09/23/2020 Reset by Court to 09/30/2020 Result: Matter Heard
09/30/2020	All Pending Motions (10:30 AM) (Judicial Officer Johnson, Eric) Parties Present Minutes Result: Matter Heard
10/09/2020	Recorders Transcript of Hearing <i>Recorder's 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; Status Check: Attorney's Fees and Costs, September 30, 2020</i>
10/09/2020	Minute Order (2:39 PM) (Judicial Officer Johnson, Eric) Minutes Result: Minute Order - No Hearing Held
10/28/2020	Status Check (10:30 AM) (Judicial Officer Johnson, Eric) <i>Status Check: Order</i> Parties Present Minutes Result: Continued
11/18/2020	Status Check (8:30 AM) (Judicial Officer Johnson, Eric) <i>Order/case status</i> Parties Present Minutes Result: Matter Heard
11/23/2020	Order

	Order Granting in Part Defendants' Motion for Summary Judgment, or in the Alternative, for Contractual Award of Attorney's Fees, for Writ of Execution on Plaintiff's Commissions Awarded by GLVAR Arbitration Panel, and Release of Bond Deposited on Appeal and Order Granting Plaintiffs' Countermotion for Summary Judgment		
11/23/2020	Notice of Entry of Order	Notice of Entry of Order	
11/24/2020	Certificate of Service	Certificate of Service	
11/24/2020	Motion for Stay of Execution	Plaintiff's Motion to Stay Execution Pending Appeal (on an Ex Parte Application for an Order Shortening Time)	
11/30/2020	Clerk's Notice of Hearing	Notice of Hearing	
12/04/2020	Order	Notice of Motion; Order Shortening Time; Stay of Execution	
12/04/2020	Notice of Entry of Order	NOTICE OF ENTRY OF NOTICE OF MOTION; ORDER SHORTENING TIME; STAY OF EXECUTION	
12/08/2020	Objection	Objection to Plaintiffs' Motion to Stay Execution Pending Appeal	
12/08/2020	Notice of Appeal	PLAINTIFFS NOTICE OF APPEAL	
12/08/2020	Case Appeal Statement	PLAINTIFFS CASE APPEAL STATEMENT	
12/08/2020	Amended Notice of Appeal	PLAINTIFFS AMENDED NOTICE OF APPEAL	
12/09/2020	Motion to Stay (8:30 AM) (Judicial Officer Johnson, Eric)	Plaintiffs Motion to Stay Execution Pending Appeal (on an Ex Parte Application For An Order Shortening Time)	
	Parties Present		
	Minutes		
	Result: Granted		
12/22/2020	Notice of Appeal	Notice of Cross Appeal	
12/22/2020	Certificate of Service	Certificate of Service	
01/06/2021	CANCELED Motion for Stay of Execution (9:00 AM) (Judicial Officer Johnson, Eric)	Vacated - per Judge Plaintiff's Motion to Stay Execution Pending Appeal (on an Ex Parte Application for an Order Shortening Time)	
01/14/2021	Order Granting Motion	Order on Plaintiffs' Motion to Stay Execution Pending Appeal	
02/01/2021	Notice of Posting	PLAINTIFFS NOTICE OF POSTING SUPERSEDEAS BOND	
02/01/2021	Notice of Entry of Order	NOTICE OF ENTRY OF ORDER ON PLAINTIFF S MOTION TO STAY EXECUTION PENDING APPEAL	
02/01/2021	Recorders Transcript of Hearing	Recorder's Transcript of Hearing: Status Check: Order, October 28, 2020	
02/01/2021	Recorders Transcript of Hearing	Recorder's Transcript of Hearing: Order/Case Status, November 18, 2020	
02/01/2021	Recorders Transcript of Hearing	Recorder's Transcript Re: Plaintiffs' Motion to Stay Execution Pending Appeal (On an Ex Parte Application for an Order Shortening Time), December 9, 2020	
02/05/2021	Notice	Notice for Request of Transcript for Proceedings	
02/05/2021	Certificate of Service	Certificate of Service	

FINANCIAL INFORMATION

	Counter Claimant Chiu, Jerrin		
	Total Financial Assessment		30.00
	Total Payments and Credits		30.00
	Balance Due as of 05/26/2021		0.00
12/06/2016	Transaction Assessment		30.00
12/06/2016	Efile Payment	Receipt # 2016-118241-CCCLK Chiu, Jerin	(30.00)
	Counter Claimant Nevada Real Estate Corp		
	Total Financial Assessment		30.00
	Total Payments and Credits		30.00
	Balance Due as of 05/26/2021		0.00
12/06/2016	Transaction Assessment		30.00
12/06/2016	Efile Payment	Receipt # 2016-118240-CCCLK Nevada Real Estate Corp	(30.00)
	Counter Claimant Sullivan, Judith		
	Total Financial Assessment		30.00
	Total Payments and Credits		30.00
	Balance Due as of 05/26/2021		0.00

12/06/2016	Transaction Assessment			30.00
12/06/2016	Efile Payment	Receipt # 2016-118239-CCCLK	Sullivan, Judith	(30.00)

Counter Claimant Wu, Wayne
 Total Financial Assessment
 Total Payments and Credits
Balance Due as of 05/26/2021

1,057.00
 1,057.00
0.00

12/06/2016	Transaction Assessment			223.00
12/06/2016	Efile Payment	Receipt # 2016-118238-CCCLK	Wu, Wayne	(223.00)
02/06/2017	Transaction Assessment			200.00
02/06/2017	Efile Payment	Receipt # 2017-11511-CCCLK	Wu, Wayne	(200.00)
08/07/2018	Transaction Assessment			200.00
08/07/2018	Efile Payment	Receipt # 2018-52188-CCCLK	Wu, Wayne	(200.00)
04/26/2019	Transaction Assessment			10.00
04/26/2019	Efile Payment	Receipt # 2019-25725-CCCLK	Wu, Wayne	(10.00)
01/16/2020	Transaction Assessment			200.00
06/04/2020	Transaction Assessment			200.00
06/04/2020	Efile Payment	Receipt # 2020-29781-CCCLK	Wu, Wayne	(200.00)
07/16/2020	Payment (Phone)	Receipt # 2020-38398-CCCLK	Michael A Olsen	(200.00)
12/22/2020	Transaction Assessment			24.00
12/22/2020	Efile Payment	Receipt # 2020-71834-CCCLK	Wu, Wayne	(24.00)

Counter Defendant Chan, Betty
 Total Financial Assessment
 Total Payments and Credits
Balance Due as of 05/26/2021

374.00
 374.00
0.00

09/28/2016	Transaction Assessment			273.50
09/28/2016	Efile Payment	Receipt # 2016-94014-CCCLK	Chan, Betty	(270.00)
09/28/2016	Efile Payment	Receipt # 2016-94016-CCCLK	Chan, Betty	(3.50)
11/16/2016	Transaction Assessment			3.50
11/16/2016	Efile Payment	Receipt # 2016-111616-CCCLK	Chan, Betty	(3.50)
12/19/2016	Transaction Assessment			3.50
12/19/2016	Efile Payment	Receipt # 2016-122503-CCCLK	Chan, Betty	(3.50)
01/09/2017	Transaction Assessment			3.50
01/09/2017	Efile Payment	Receipt # 2017-01860-CCCLK	Chan, Betty	(3.50)
01/10/2017	Transaction Assessment			3.50
01/10/2017	Efile Payment	Receipt # 2017-02745-CCCLK	Chan, Betty	(3.50)
01/13/2017	Transaction Assessment			3.50
01/13/2017	Efile Payment	Receipt # 2017-04343-CCCLK	Chan, Betty	(3.50)
01/23/2017	Transaction Assessment			3.50
01/23/2017	Efile Payment	Receipt # 2017-07008-CCCLK	Chan, Betty	(3.50)
02/09/2017	Transaction Assessment			3.50
02/09/2017	Efile Payment	Receipt # 2017-13333-CCCLK	Chan, Betty	(3.50)
02/13/2017	Transaction Assessment			3.50
02/13/2017	Efile Payment	Receipt # 2017-14019-CCCLK	Chan, Betty	(3.50)
02/15/2017	Transaction Assessment			3.50
02/15/2017	Efile Payment	Receipt # 2017-15061-CCCLK	Chan, Betty	(3.50)
02/16/2017	Transaction Assessment			3.50
02/16/2017	Efile Payment	Receipt # 2017-15822-CCCLK	Chan, Betty	(3.50)
03/01/2017	Transaction Assessment			3.50
03/01/2017	Efile Payment	Receipt # 2017-19703-CCCLK	Chan, Betty	(3.50)
03/30/2017	Transaction Assessment			3.50
03/30/2017	Efile Payment	Receipt # 2017-30612-CCCLK	Chan, Betty	(3.50)
04/03/2017	Transaction Assessment			3.50
04/03/2017	Efile Payment	Receipt # 2017-31493-CCCLK	Chan, Betty	(3.50)
04/18/2017	Transaction Assessment			3.50
04/18/2017	Efile Payment	Receipt # 2017-36327-CCCLK	Chan, Betty	(3.50)
05/09/2017	Transaction Assessment			3.50
05/09/2017	Efile Payment	Receipt # 2017-42364-CCCLK	Chan, Betty	(3.50)
04/22/2019	Transaction Assessment			24.00
04/22/2019	Payment (Window)	Receipt # 2019-24610-CCCLK	Chan, Betty	(24.00)
12/08/2020	Transaction Assessment			24.00
12/08/2020	Efile Payment	Receipt # 2020-69067-CCCLK	Chan, Betty	(24.00)

Plaintiff Asian American Realty & Property Management
 Total Financial Assessment
 Total Payments and Credits
Balance Due as of 05/26/2021

30.00
 30.00
0.00

09/28/2016	Transaction Assessment			30.00
09/28/2016	Efile Payment	Receipt # 2016-94015-CCCLK	Asian American Realty & Property Management	(30.00)