

IN THE SUPREME COURT OF NEVADA

BENJAMIN B. CHILDS;

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLAK, THE
HONORABLE ADRIANA ESCOBAR,

Respondent,

WLAB INVESTMENT, LLC, TKNR,
INC., a California Corporation, and CHI
ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN,
aka KEN ZHONG LIN aka
KENNETHZHONG LIN aka WHONG
K. LIN aka CHONG KENNY LIN aka
ZHONG LIN, an individual, and LIWE
HELEN CHEN aka HELEN CHEN, an
individual and YANQIU ZHANG, an
individual and INVESTPRO LLC dba
INVESTPROREALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and
JOYCE A. NICKRANDT, an individual,
and INVESTPROINVESTMENTS LLC,
a Nevada Limited Liability Company,
and INVESTPROMANAGER LLC, a
Nevada Limited Liability Company and
JOYCE A. NICKDRANDT, an
individual and does 1through 15 and roe
corporation I-XXX;

Real Party in Interest.

CASE NO.: 82967

DC Case No.: A-18-785917-C

Dept. No.: XIV Electronically Filed

Jul 22 2021 12:04 p.m.

DC Judge: Hon. Adriana Escobar

Elizabeth A. Brown
Clerk of Supreme Court

Appeal from the Eighth Judicial District Court of the State of Nevada in and for
the County of Clark

The Honorable Adriana Escobar, District Judge

APPENDIX VOLUME III

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**APPENDIX
VOLUME III**

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IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka
HELEN CHEN, an individual and YAN QIU
ZHANG, an individual, and INVESTPRO
LLC dba INVESTPRO REALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,

Defendants.

CASE NO.: A-18-785917-C
DEPT. NO.: XIV

**DEFENDANT INVESTPRO MANAGER,
LLC'S RESPONSES TO PLAINTIFF'S
SECOND SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

Defendant INVESTPRO MANAGER, LLC ("Manager" or "Defendant"), by and through
their counsel of record, MICHAEL B. LEE, P.C., in accordance with NRCP 34, responds to
Plaintiff's Second Set of Request for Production of Documents to INVESTPRO MANAGER,
LLC as follows:

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PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

These answers are made solely for the purpose of this action. Each answer is subject to all appropriate objections (including, but not limited to, objections considering relevancy, materiality, propriety, and admissibility), which would require the exclusion of any statement contained therein. All objections and grounds for objections are preserved and may be interposed at the time of Trial. Defendant has not yet completed its investigation of the facts relating to this action, has not completed discovery in this action, and has not completed preparation for Trial. Consequently, the following responses are given without prejudice to Defendant's right to supplement these responses.

Defendant objects to Defendant's Requests on the basis that the definitions, explanatory notes and instructions are so complex, numerous and burdensome that they create an unreasonable and undue burden upon Defendant. In addition, the definitions, explanatory notes and instructions cause the Interrogatories to reach an objectionable breadth, ambiguity, complexity and vagueness, and call for information and/or documents which are irrelevant, not calculated to lead to the discovery of admissible evidence, protected by the attorney-client privilege or attorney work-product doctrine, and are beyond the permissible scope of discovery.

Defendant further objects to any Request that seeks any information protected by the attorney-client privilege, or the attorney work-product doctrine.

Defendant further objects to any Request that seeks any information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

No response, nor subsequent response, constitutes a waiver of any other objection pursuant to these Responses, or to other similar responses or requests that may be propounded at a later time.

Nothing contained herein is intended to be nor should be considered as a waiver of the attorney-client privilege or attorney work-product privilege or any other applicable privilege or doctrine.

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DEFINITIONS

A. “Vague and ambiguous” is defined to mean: Defendant objects on the basis that the Request to Produce documents is vague, uncertain, and ambiguous.

B. “Overly broad” is defined to mean: Defendant objects on the basis that the Request to Produce documents is overly broad and calls for an expansive potential breadth of information that is unreasonable in scope and parameter.

C. “Irrelevant” is defined to mean: Defendant objects on the basis that the Request to Produce documents requests information irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

D. “Burdensome” is defined to mean: Defendant objects on the basis that the Request to Produce documents is so broad and uncertain that it creates an unreasonable and undue burden. “Burdensome” is also defined to mean that Defendant objects to the Request because the information sought is more readily available through some other, more convenient, less burdensome, and less expensive source or discovery procedure. See Rule 26(b)(1) of the Nevada Rules of Civil Procedure.

E. “Privileged” is defined to mean: Defendant objects on the basis that the Request to Produce documents calls for information that is (1) protected by the work product doctrine; (2) protected by the attorney/client privilege; (3) protected because it consists, in whole or in part, of trial preparation materials and/or documents containing mental impressions, conclusions, opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of the Nevada Rules of Civil Procedure; and/or (5) protected under any other valid privilege.

F. The phrase “Without waiving the foregoing objections”, or words having similar effect, is defined to mean: while Defendant will produce information in response to the Request, the information sought by the Request that is covered by either a specific or general objection will not be produced.

Subject to the general objections made above, Defendant responds to each Request as follows:

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REQUEST NO. 20:

Produce all corporate documents pertaining to you, including, but not limited to, articles of incorporation, articles of organization, lists of officers, lists of managers, lists of members, charters, stockholder agreements, operating agreements, minutes of meetings, resolutions, dissolutions, applications for fictitious firm names, statements of financial condition, and financial statements from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 20:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Additionally, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property. The overbreadth of the request, coupled with the lack of relevancy of the information, renders compliance unduly burdensome and not reasonable in light of the needs of the case related to the claims and defenses at issue.

REQUEST NO. 21:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and Kenny Lin from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 21:

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property. A request for any and all documents over such

1 a sustained period of time that is not limited to any specific subject matter is unreasonable and
2 unduly burdensome.

3 **REQUEST NO. 22:**

4 Produce all documents of any description whatsoever including, but not limited to,
5 communications, contracts, agreements, instructions, payments, checks, invoices, etc between
6 yourself and INVESTPRO INVESTMENTS I LLC August, 2015 through January 31, 2019.

7 **RESPONSE TO REQUEST NO. 22:**

8 See Response to Request No. 21.

9 **REQUEST NO. 23:**

10 Produce all documents of any description whatsoever including, but not limited to,
11 communications, contracts, agreements, instructions, payments, checks, invoices, etc between
12 yourself and CHI ON WONG aka CHI KUEN WONG from August, 2015 through July 31,
13 2019.

14 **RESPONSE TO REQUEST NO. 23:**

15 See Response to Request No. 21.

16 **REQUEST FOR ADMISSION NO. 24:**

17 Produce any and all documents including, but not limited to, invoices, correspondence,
18 payments, checks, vouchers, receipts, contracts, etc for any professional fees or services
19 performed for or by any accountants, certified public accountants, bookkeepers, billing services,
20 attorneys, paralegals, private investigators, real estate agents, real estate brokers, realtors, agents,
21 title companies, escrow companies, salespersons, or similar people or entities, from August,
22 2015 through January 31, 2019.

23 **RESPONSE TO REQUEST NO. 24:**

24 Objection, this request seeks information irrelevant to the subject matter of this action
25 and not reasonably calculated to lead to the discovery of admissible evidence. See *Oppenheimer*
26 *Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe*
27 *County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*,
28 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Also, the request

specifically seeks “any and all documents [...] for or by [...] attorneys, paralegals,” which is subject to attorney-client privilege and is not discoverable.

Moreover, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff’d, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range of documents or information. *Id.*

Further, the request is unduly burdensome in-as-much-as it requests information equally available to Plaintiff. Any requested information relevant to the claims and defenses asserted in this action relate to the sale of the Subject Property to Plaintiff, some of which has already been disclosed in this litigation by both Plaintiff and Defendant, indicating that Plaintiff has equal access to those documents. See Plaintiff’s 16.1 Early Case Conference Disclosures at pp. 25-60; see also Defendants’ Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF0002-019; DEF4000330-339; DEF4000354-366.

REQUEST NO. 25:

Produce copies of any licenses held by you from August, 2015 through July 31, 2018.

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RESPONSE TO REQUEST NO. 25:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Moreover, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence.

REQUEST NO. 26:

Produce copies of any and all documents for any and all repairs, maintenance, or improvements of any kind made to the Subject Property from August, 2015 through July, 2018.

RESPONSE TO REQUEST NO. 26:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Without waiving the foregoing objections, see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF 0020-025; DEF4000329. Defendant is in the process of filing crossclaims against THE AIR TEAM, LLC d/b/a The Air Team Heating & Cooling and anticipates obtaining more documents in responsive to this request. As discovery is on-going, Defendant reserves the right to supplement this response should more documents be obtained.

REQUEST NO. 27:

Produce copies of any and all documents for any and all management agreements or contracts of any kind for the management of the Subject Property from August, 2015 through July, 2018.

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RESPONSE TO REQUEST NO. 27:

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property pursuant to the Residential Purchase Agreement dated September 5, 2017, including the addendums attached thereto. See Defendants’ Initial List of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all attachments thereto, at DEF4000354-366.

REQUEST NO. 28:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and MAN CHAU CHENG, from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 28:

See Response to Request No. 21.

REQUEST NO. 29:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and JOYCE A. NICKRANDT from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 29:

See Response to Request No. 21.

REQUEST NO. 30:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and TKNR, INC. from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 30:

See Response to Request No. 21.

REQUEST NO. 31:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices etc between yourself and CHI ON WONG aka CHI KUEN WONG from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 31:

See Response to Request No. 21.

REQUEST NO. 32:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and LIWE HELEN CHEN aka HELEN CHEN from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 32:

See Response to Request No. 21.

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REQUEST NO. 33:

Produce all licenses you held from August, 2015 through July 31, 2018.

RESPONSE TO REQUEST NO. 33:

Objection, this request has, in substance been previously propounded in Request No. 25.

Defendant reserves the right to amend and supplement the following responses as provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis

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CERTIFICATE OF MAILING

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **DEFENDANT**
INVESTPRO MANAGER, LLC’S RESPONSES TO PLAINTIFF’S SECOND SET OF
REQUESTS FOR PRODUCTION OF DOCUMENTS was served via the Court’s electronic
filing and/or service system and/or via facsimile and/or U.S. Mail first class postage pre-paid to
all parties addressed as follows:

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/s/ Mindy Pallares

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EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

Case # A-18-785917-C
Dept # 14

TKNR, INC, a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an individual, and
ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN
ZHONG LIN aka KENNETH ZHONG LIN aka WHONG
K.LIN aka CHONG KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka HELEN CHEN,
an individual and YAN QIU ZHANG, an individual, and
INVESTPRO LLC dba INVESTPRO REALTY,
a Nevada Limited Liability Company, and
MAN CHAU CHENG, an individual, and
JOYCE A. NICKRANDT, an individual and
INVESTPRO INVESTMENTS I LLC, a Nevada Limited
Liability Company, and INVESTPRO MANAGER LLC,
a Nevada Limited Liability Company, JOHN DOES 1 - 5
and ROE CORPORATIONS I - X

Defendants/Counterclaimants

AND RELATED ACTIONS

PLAINTIFF'S SECOND SET OF REQUESTS FOR PRODUCTION OF
DOCUMENTS TO INVESTPRO MANAGER LLC

TO : INVESTPRO MANAGER LLC, and its attorney MICHAEL LEE, Esq

COMES NOW Plaintiff W L A B INVESTMENT, LLC , by and through its attorney of
record, BENJAMIN B. CHILDS, ESQ., and hereby requests that Defendant INVESTPRO
MANAGER LLC provide the following documents within thirty (30) days pursuant to
pursuant to Rules 26 and 34, N.R.C.P.

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Attorney for Plaintiff/CounterDefendant

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

Case # A-18-785917-C
Dept # 14

TKNR, INC, a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an individual, and
ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN
ZHONG LIN aka KENNETH ZHONG LIN aka WHONG
K.LIN aka CHONG KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka HELEN CHEN,
an individual and YAN QIU ZHANG, an individual, and
INVESTPRO LLC dba INVESTPRO REALTY,
a Nevada Limited Liability Company, and
MAN CHAU CHENG, an individual, and
JOYCE A. NICKRANDT, an individual and
INVESTPRO INVESTMENTS I LLC, a Nevada Limited
Liability Company, and INVESTPRO MANAGER LLC,
a Nevada Limited Liability Company, JOHN DOES 1 - 5
and ROE CORPORATIONS I - X

Defendants/Counterclaimants

AND RELATED ACTIONS

PLAINTIFF'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO

TKNR, INC

TO : TKNR, INC and its attorney MICHAEL LEE, Esq

COMES NOW Plaintiff W L A B INVESTMENT, LLC , by and through its attorney of
record, BENJAMIN B. CHILDS, ESQ., and hereby requests that Defendant TKNR, INC provide
the following documents within thirty (30) days pursuant to pursuant to Rules 26
and 34, N.R.C.P.

INSTRUCTIONS FOR THIS DISCOVERY REQUEST

A. The following definitions apply to this discovery request:

1. Communication. The term “communication” means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise) and shall embrace and include all written communications and other communications including without limitation every correspondence, letter, facsimile, package, email message, text message, voicemail message, social media public post, social media private message, discussion, conversation, conference, meeting, interview, telephone call, or professional visit.
2. Concerning. The term “concerning” means relating to, referring to, describing, evidencing or constituting.
3. Defendant. Unless otherwise indicated, the term “Defendant” (singular) refers to TKNR, INC and any and all of its respective agents, representatives, officers, directors, employees, and affiliates.
4. Document. The term “document” is defined to be synonymous in meaning and equal in scope to the usage of the term in NRCP 16.1(a)(1)(A), 26(b), and 34(a)(1), and includes all writings and recordings, as defined herein. A draft or non-identical copy is a separate document within the meaning of this term.
5. Identify (with respect to documents). When referring to documents, “identify” means to provide information, to the extent known, as to the (a) type of document; (b) general subject matters; (c) date of the document; (d) author(s), addressee(s) and recipient(s) of the document; and (e) location of the document with sufficient particularity to allow for it to be obtained by means of a request for production for that document. This also applies to a request to identify evidence.
6. Identify (with respect to persons or entities). When referring to a person or entity, “identify” means to provide information, to the extent known, as to the person’s or entity’s full name, present or last known residence address, office address, mailing address, telephone numbers, fax numbers, and e-mail addresses. When referring to a natural person, “identify” also means to provide information as to the last known place of employment, business address, and employee/business telephone numbers. Once a person has been identified in accordance with this subparagraph, only the name of that person need be listed in response to subsequent discovery requesting the identification of that person. This also applies to a

request to identify evidence.

7. Parties. The terms “Plaintiff,” “Plaintiffs,” “Defendant,” and “Defendants,” as well as a party’s full or abbreviated name or a pronoun referring to a party mean the party to this action and, where applicable, its agents, representatives, officers, directors, employees, partners, corporate parent, subsidiaries, and/or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.
8. Person. The term “person” is defined as any natural person or business, legal, or governmental entity or association.
9. Plaintiff. As used herein, unless otherwise indicated, the term “Plaintiff” refers to W L A B INVESTMENT, LLC and any and all of its agents and representatives.
10. Subject Occurrence. The term “Subject Occurrence” refers to the occurrence or series of occurrences in issue which form the basis of the claims set forth in the pleadings in this action.
11. Writings and Recordings. The terms “Writings” and “Recordings” and the plural forms thereof shall mean and include, but shall not be limited to, all letters, words, or numbers, or their equivalent, set down by handwriting, typewriting, photostating, photographing, magnetic impulse, mechanical, or electronic recording, or other form of data compilation, however produced or reproduced, in your possession, custody, or control, or to which you have or have had access.
12. You, Your, and Yours. The terms “You,” “Your,” and “Yours” refer to the DEFENDANT as defined above.
13. Any term, word or phrase that has not been defined in this discovery request but appears in the live pleadings in this action (including without limitation Plaintiffs’ amended complaint the Defendants’ respective answers) shall be given the definition or meaning given to the term, word or phrase as used in the live pleadings. Any term, word, or phrase that has been defined in these definitions that also appears in the live pleadings shall be given the definition or meaning given to the term, word or phrase as used in the live pleadings in addition to the definition(s) given in this discovery request.
14. Property References : The property at issue is 2132 Houston Dr Las Vegas, NV, referred to herein as the Subject Property.

- 1 B. The following rules of construction apply to this discovery request:
- 2 1. All/Each. The terms “all” and “each” shall be construed as all and each.
- 3 2. And/Or. The connectives “and” and “or” shall be construed either disjunctively or
conjunctively as necessary to bring within the scope of the discovery request all responses
4 that might otherwise be construed to be outside of its scope.
- 5 3. Number. The use of the singular form of any word includes the plural and vice versa.
- 6 C. The following instructions apply to this discovery request:
- 7 1. Electronic or Magnetic Data. In those instances when requested information exists in
electronic or magnetic form, the responding party should state so. In responding to a
discovery request, the responding party should, in addition to stating that the information
8 exists in electronic/magnetic form, sufficiently identify the form in which the information
exists.
- 9 (a) E-MAILS: With respect to any and all responsive e-mail messages, produce them in
10 their native, electronic format, including without limitation “.pst” files for Microsoft
Outlook e-mail messages and “.nst” files for Lotus Outlook e-mail messages.
- 11 (b) SPREADSHEETS: With respect to any and all responsive spreadsheets, produce
them in their native, electronic format, including without limitation “.xls” or “.xlsx”
12 files for Microsoft Excel spreadsheets.
- 13 (c) OTHER. Where applicable, any responsive information that exists in electronic or
magnetic form must be produced in the following format: CD Rom in an Acrobat
14 (“.pdf”) compatible application, in a Microsoft Word or WordPerfect (“.doc” or
“.docx”) compatible application, or in ASCII.
- 15 2. Pursuant to NRCP 26(e), you shall supplement your responses as follows:
- 16 (a) A party is under a duty reasonably to supplement its response with respect to any
question directly addressed to (i) the identity and location of persons having
17 knowledge of discoverable matters, and (ii) the identity of each person expected to
be called as an expert witness at trial, the subject matter on which he or she is
18 expected to testify, and the substance of his or her testimony.
- 19 (b) A party is under a duty to amend a prior response if it obtains information upon the
basis of which (i) it knows that the response was incorrect when made, or (ii) it
20 knows that the response, though correct when made, is no longer true and the
circumstances are such that a failure to amend the response is, in substance, a
21 knowing concealment.
- 22

23 REQUEST FOR PRODUCTION NO. 22 :

24 Produce all corporate documents pertaining to you, including, but not limited to,
25 articles of incorporation, articles of organization, lists of officers, lists of managers,
26 lists of members, charters, stockholder agreements, operating agreements, minutes
27 of meetings, resolutions, dissolutions, applications for fictitious firm names,
28 statements of financial condition, and financial statements from September, 2015

1 through September, 2018.

2
3 REQUEST FOR PRODUCTION NO. 23 :

4 Produce documents for all rentals, rental agreements, and leases for the Subject
5 Property from September, 2015 through December 31, 2017.

6
7 REQUEST FOR PRODUCTION NO. 24 :

8 Produce documents for all income received from rental of the Subject Property from
9 September, 2015 through December 31, 2017.

10
11 REQUEST FOR PRODUCTION NO. 25 :

12 Produce documentation for all expenses paid associated with the Subject Property
13 from September, 2015 through December 31, 2017.

14
15 REQUEST FOR PRODUCTION NO. 26 :

16 Produce all evidence supporting your claim that Plaintiff had an ulterior purpose
17 other than resolving a legal dispute.

18
19 REQUEST FOR PRODUCTION NO. 27 :

20 Produce all documents supporting your claim that Plaintiff engaged in willful act in
21 the use of the legal process not proper in the regular conduct of the proceeding.

22
23 REQUEST FOR PRODUCTION NO. 28 :

24 Produce all documents of communications between yourself and INVESTPRO
25 INVESTMENTS I LLC.

26
27 REQUEST FOR PRODUCTION NO. 29 :
28

1 Produce all documents of communications between yourself and INVESTPRO
2 MANAGER LLC.

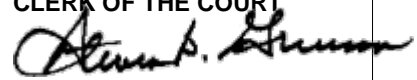
3
4
5 /s/ Benjamin B. Childs

6 BENJAMIN B. CHILDS, ESQ.
7 NEVADA BAR # 3946
Attorney for Plaintiff

8 CERTIFICATE OF SERVICE

9 On this November 26, 2020 I served this PLAINTIFF'S SECOND SET OF
10 REQUESTS FOR PRODUCTION OF DOCUMENTS TO TKNR, Inc through the
11 electronic filing system to all counsel. Electronic service is in lieu of mailing.

12
13 /s/ Benjamin B. Childs
14 BENJAMIN B. CHILDS, ESQ.
NEVADA BAR # 3946



MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
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Facsimile: (702) 477.0096
mike@mblnv.com
Attorney for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

CASE NO.: A-18-785917-C
DEPT. NO.: XIV

HEARING REQUESTED

**DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT, OR IN THE
ALTERNATIVE, PARTIAL SUMMARY
JUDGMENT**

Date of Hearing:
Time of Hearing:

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka
HELEN CHEN, an individual and YAN QIU
ZHANG, an individual, and INVESTPRO
LLC dba INVESTPRO REALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,

Defendants.

Defendants TKNR INC. ("TKNR"), CHI ON WONG ("WONG"), KENNY ZHONG
LIN ("LIN"), LIWE HELEN CHEN ("CHEN"), YAN QIU ZHANG ("ZHANG"), INVESTPRO
LLC ("INVESTPRO"), MAN CHAU CHENG ("CHENG"), JOYCE A. NICKRANDT
("NICKRANDT"), INVESTPRO INVESTMENTS, LLC ("Investments"), and INVESTPRO
MANAGER LLC (hereinafter collectively referred to as the "Defendants"), by and through their
counsel of record, MICHAEL B. LEE, P.C., hereby files this Motion for Summary Judgment, or in
the Alternative, Partial Summary Judgment ("Motion"). This Motion is made on the following

Memorandum of Points and Authorities, any affidavits, declarations or exhibits attached hereto, and any oral arguments accepted at the time of the hearing of this matter. Plaintiff W L A B INVESTMENT, LLC is hereinafter referred to as "Plaintiff" or "WLAB".

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

A. Overview

Summary Judgment is appropriate as a matter of law. The overwhelming case law in Nevada applies the doctrine of caveat emptor on buyers of real property. Notably, the Property was 63 years old at the time of purchase and being used as a rental property. Nevertheless, Plaintiff waived her inspections twice as it relates to the Property, defined below, as she cancelled her original purchase agreement and entered into a new one. Despite the clear statements that she needed to get an inspection done, and clear disclosures related to the conditions of the Property, Plaintiff still waived her inspection and forged ahead with the purchase. The entire crux of Plaintiff's action is premised that that there was alleged work done without permits, but TKNR disclosed that it the Seller's Disclosures. Additionally, permit work is publicly available on the City of Las Vegas' website, which illustrates that Plaintiff should have known about this issue at the time of purchase, absolving Defendants of any liability.

Moreover, alleged conditions identified by Plaintiff's alleged expert were all open and obvious, and would have been uncovered by an inspection. Plaintiff's alleged expert never did any destructive testing, so an inspector would have had the same opportunity to observe everything that he did. Importantly, Plaintiff is a sophisticated commercial buyer who has purchased and renovated several similar properties, so it has a higher burden to demonstrate why it waived inspections. As Defendants disclosed all conditions known to them at the time of the sale, Nevada law does not permit this action to continue. This justifies Summary Judgment on all of Plaintiff's claims, including the frivolous claims for RICO, fraudulent conveyance, and abuse of process.

Finally, sanctions are also justified against Plaintiff. Astonishingly, Plaintiff is claiming \$16.25 Million in damages related to the purchase of the Property (original purchase price -

\$200,000). Incredibly, the original demand by Plaintiff for settlement was \$10,000. Regardless of whether Plaintiff or Plaintiff's counsel, who have charged Plaintiff approximately \$64,000 for this matter so far, are responsible for the violation of Rule 11 in prosecuting this frivolous claim, Rule 11 permits sanctions against both, which should include an award of attorneys' fees and costs to Defendants.

B. Statement of Facts

1. *First Residential Purchase Agreement and Waiver of Inspections, Contractual Broker Limitations*

The Property (defining as 2132 Houston Drive, Las Vegas, NV 89104) was originally constructed in 1954. MLS Listing attached as **Exhibit A**. On or about August 11, 2017, Marie Zhu ("Zhu"), the original purchaser, executed a residential purchase agreement ("RPA") for the Property. Residential Purchase Agreement attached as **Exhibit B** (Plaintiff's Disclosure) 26 of 166. At all times relevant, Ms. Zhu and Frank Miao ("Miao"), the managing member of Plaintiff, were sophisticated buyers related to "property management, property acquisition, and property maintenance." ROG Response (excerpt) at 3:3-4 attached as **Exhibit N**. The purchase price for the property was \$200,000. *Id.* Through the RPA, Ms. Zhu waived her due diligence, although she had a right to conduct inspections:

During such Period, Buyer shall have the right to conduct, non-invasive/non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals.

Id. at 28 of 166 at 7(A) lines 36-39.

Ms. Zhu did not cancel the contract related to any issues with the Property. *Id.* Under Paragraph 7(C) of the RPA, Ms. Zhu waived the Due Diligence condition. *Id.* Under Paragraph 7(D) of the RPA, it provided:

It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections. If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all

repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law.

Id. Ms. Zhu waived any liability of Defendants for the cost of all repairs that inspection would have reasonably identified had it been conducted. *Id.* Ms. Zhu also waived the energy audit, pest inspection, roof inspection, septic lid removal inspection, mechanical inspection, soil inspection, and structural inspection. *Id.*

Under Paragraph 7(F), it was Ms. Zhu's responsibility to inspect the Property sufficiently as to satisfy her use. *Id.* Additionally, Wong, Lin, Chen, Zhang, Cheng, and Nickrandt (collectively, "Brokers" or "Broker Defendants") had "no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party." *Id.*

On August 2, 2017, TKNR submitted its Seller Disclosures timely indicating all known conditions of the Subject Property. Plaintiff's Disclosure Page 36 of 166 attached as **Exhibit C**. In fact, TKNR disclosed that "3 units has (sic) brand new AC installed within 3 months," and further that the "owner never resided in the property and never visited the property." *Id.* at Page 38. Plaintiff was also aware that the minor renovations, such as painting, was conducted by the Seller's "handyman" as disclosed in the Seller's Disclosures. *Id.* Seller also disclosed that it had done construction, modification, alterations, or repairs without permits. *Id.* at 37. Despite these disclosures, Plaintiff chose not to inspect the Subject Property, request additional information and/or conduct any reasonable inquiries. *Id.*

2. *Second Residential Purchase Agreement and Waiver of Inspections, Contractual Broker Limitations*

On or before December 5, 2017, Ms. Zhu had issues related to the financing for the Property because of an appraisal. Chen-Ms. Zhu email attached as **Exhibit D**. As such, Ms. Chen confirmed that Ms. Zhu would do a new purchase agreement, and would agree to pay the difference in an appraisal with a lower value than the purchase price, and waive inspections:

Please note that seller agree the rest of terms and request to add the below term on the contract:
"Buyer agree to pay the difference in cash if appraisal come in

lower than purchase price, not to exceed purchase price of \$200k"
I just send you the docs, please review and sign if you are agree.
Thank you!
(Per buyer's request will waive licensed home inspector to do the home inspection)

Id. (emphasis added).

On the same day, Ms. Zhu and TKNR agreed to Addendum No. 1 to cancel the RPA dated August 11, 2017, Addendum No. 1 attached as **Exhibit E**, and entered into a new Residential Purchase Agreement dated September 5, 2017 (“2nd RPA”). 2nd RPA attached as **Exhibit F**. As before, the overall purchase price for the Property was \$200,000, but Ms. Zhu changed the contingency for the loan to \$150,000 with earnest money deposit of \$500 and a balance of \$49,500 owed at the close of escrow (“COE” or “Closing”). *Id.* at DEF4000355. The COE was set for September 22, 2017. *Id.* at DEF4000357 at ¶ 5C.

Notably, although Ms. Zhu had not initialed the “Failure to Cancel or Resolve Objections” provision in the RPA, Ex. B. at Page 29 at ¶ 7(c), she initialed the corresponding provision in the 2nd RPA. Ex. F at DEF4000358 at ¶ 7(c). This was consistent with Ms. Zhu’s instructions to Ms. Chen. Ex. D. This is the second time that Ms. Zhu waived inspections for the Property despite the language in the 2nd RPA that strongly advised to get an inspection done.

As noted, Ms. Zhu waived any inspections related to the purchase of the Property in the 2nd RPA. *Id.* at DEF4000357 at ¶ 7. Although Ms. Zhu had actual knowledge of the Seller’s Disclosures, Ex. C, from August 11, 2017, and the Parties agreed to extend the COE to January 5, 2018, Ex. F at Addendum 1 at DEF4000365, Ms. Zhu still never did any inspections. Instead, she put down an additional \$60,000 as a non-refundable deposit to the TNKR. *Id.* Moreover, she also agreed to pay rent in the amount of \$650 per month for one of the units, and to also pay the property manager \$800 for the tenant placement fee. *Id.* Through Addendum 2 to the 2nd RPA, Ms. Zhu later changed the purchaser to Plaintiff. *Id.* at DEF4000366.

3. No Reliance on Broker Agents

As to the Brokers, Ms. Zhu agreed that she was not relying upon any representations made by Brokers or Broker’s agent. *Id.* at DEF4000361 ¶ 22. Ms. Zhu agreed to purchase the Property AS-IS, WHERE-IS, without any representations or warranties. *Id.* Ms. Zhu agreed to

1 satisfy herself, as to the condition of the Property, prior to the close of escrow. *Id.* Ms. Zhu
2 waived all claims against Brokers or their agents for (a) defects in the Property . . . (h) factors
3 related to Ms. Zhu’s failure to conduct walk-throughs or inspections. *Id.* Ms. Zhu assumed full
4 responsibility and agreed to conduct such tests, walk-throughs, inspections and research, as she
5 deemed necessary. *Id.* In any event, Broker's liability was limited, under any and all
6 circumstances, to the amount of that Broker's commission/fee received in the transaction. *Id.*

7 4. *Inspection Would Have Revealed Alleged Conditions*

8 On November 17, 2020, Defendants’ expert, Neil D. Opfer, an Associate Professor of
9 Construction Management at UNLV and overqualified expert, conducted an inspection of the
10 Property. Opfer Report attached as **Exhibit G**. At that time, while he only had interior access to
11 one of the three units due to the failure of Plaintiff to accommodate the request for the
12 inspection, he did a visual inspection of all the areas specified in Plaintiff’s expert’s report. *Id.*
13 Moreover, he also found pictures of the Property from 2017 that depicted the condition of the
14 Property prior to August 11, 2017. *Id.* at DEF5000368. While Professor Opfer illustrated the
15 dubious findings by Plaintiff’s expert with citations showing the actual misstatements of the
16 building code requirements as it relates to permits, he noted that TNKR did disclose that it did
17 the work without permits through its disclosures. *Id.* at DEF5000371.

18 As to the alleged issues, Professor Opfer noted that the alleged conditions identified by
19 Plaintiff’s alleged expert were open and obvious:

20 [n]ote that the Plaintiff could have hired an inspector or contractor
21 to evaluate this real-estate purchase beforehand but did not. Items
22 complained about in the Sani Report were open and obvious at the
23 roof area, attic area, and on the exterior and interior areas of the
24 Property.

25 Ex. G at DEF5000372.

26 Professor Opfer also noted that Plaintiff’s expert did not do any destructive testing, so the
27 same alleged conditions that the alleged expert noted, would have been made by an inspector at
28 the time of the purchase. *Id.* at DEF5000372-373. Similarly, he later noted:

it is the fault of the Plaintiffs for not conducting requisite
inspections of the Property prior to its purchase. Since this issue is
apparently open and obvious as per the Sani Report, it would have

1 been open and obvious as well during a pre-purchase inspection.
2 *Id.* at DEF5000380. Moreover, he also noted that Plaintiff's alleged expert did "not recognize
3 prior conditions in existence before any work took place by the Defendants." *Id.* at
4 DEF5000376.

5 As to the open and obvious nature of the alleged issues, Professor Opfer noted the
6 following:

- 7 1. the photographs from 2017 showed extensive cracking to
8 the stucco and slab to the Property prior to any work by
9 Defendants and/or the licensed contractor it hired to install
10 the HVAC. *Id.*
- 11 2. the alleged attic issues could have been inspected at the
12 time of the purchase. *Id.* at DEF5000378
- 13 3. "any deficient electrical work related to this 220-volt
14 service situation could have been readily ascertained by an
15 inspection at the time of purchase by the Plaintiff". *Id.* at
16 DEF5000379
- 17 4. the alleged HVAC issues were open and obvious. *Id.* at
18 DEF5000381
- 19 5. "the conditions complained about as to venting and ducting
20 were present at the Property prior to Defendants owning the
21 Property". *Id.* at DEF5000388,
- 22 6. Plaintiff could have conducted an online search related to
23 the permits or lack of permits for the Property. *Id.* at
24 DEF5000389.
- 25 7. The basis of the Sani Estimate is nonsensical in the first
26 place and there is nothing seen from this Sani Report that
27 was not present at the time of sale of the Triplex Property.
28 There were cracks in the stucco system and concrete slab
 system existing in 2017. Roof venting/duct venting had not
 been changed by Defendants and was existing in 2017 and
 could have been inspected by Plaintiff. *Id.* at DEF5000391.
8. Any deficiencies with this electrical installation were open,
 obvious and could have been inspected prior to purchase as
 with all other items with this Triplex Property. Any cracks
 such as wall or floor cracks subsequent to the purchase
 would obviously be new but again this occurs even on new
 homes across the Las Vegas Valley and elsewhere. *Id.* at
 DEF5000392.

 Professor Opfer also noted that it was well known at the time of the purchase that the
Property was a 63 year old rental property that was subject to potential renter abuse:

Rental properties experience more-severe-service requirements due to many factors often including a lack of knowledge in order to care for a Property on the part of tenants along with often an uncaring attitude as well.

Id. at DEF5000379.

C. Statement of Procedure

On November 23, 2020, Plaintiff filed its second amended complaint (“SAC”). In large part, the SAC completely failed to acknowledge the waivers by Ms. Zhu related to the inspection of the Property and/or the open and obvious nature of the alleged defects in the then-63 year old Property at the time of purchase. That said, the SAC alleges fifteen causes of action: (1) Recovery Under NRS Chapter 113 [Defendants TKNR, Wong, and Investpro Manager LLC]; (2) Constructive Fraud [Defendants Investpro, Nickrandt, and Chen]; (3) Common Law Fraud [Defendants Investpro, Investpro Manager LLC , TKNR, Wong and Lin]; (4) Fraudulent Inducement [Defendants TKNR, Investpro Manager LLC , Wong, Investpro and Lin]; (5) Fraudulent Concealment [Defendants TKNR, Wong, Investpro, Investpro Manager LLC, and Lin]; (6) Breach Of Fiduciary Duty [Defendants Investpro and Nickrandt and Chen]; (7) RICO [Defendants Lin, Cheng, Investpro Manager LLC and Investpro Investments I LLC]; (8) Damages Under NRS 645.257(1) [Defendant Chen, Lin, Investpro and Nickrandt]; (9) Failure To Supervise, Inadequate training and Education [Defendant Investpro, Zhang, and Nickrandt]; (10) Fraudulent Conveyance [TKNR]; (11) Fraudulent Conveyance [Investpro Investments I LLC]; (12) Civil Conspiracy [As To Defendant Man Chau Cheng, Lin, Investpro, Wong, TKNR, Investpro Investments I LLC and Investpro Manager LLC]; (13) Breach Of Contract [As To Defendant Investpro]; (14) Breach Of Implied Covenant of Good Faith and Fair Dealing [As To Defendant Investpro]; and (15) Abuse of Process [As To All Defendants].

II. DISCUSSION

The following Discussion is organized into six Parts. Part A sets forth the legal standards for summary judgment and real estate disclosures. Part B provides the supporting facts and application of the law to illustrate that the waiver of inspections is fatal to Plaintiff’s case as a matter of law. In four subparts, it provides an analysis of (1) the disclosures by TKNR, (2) the

1 waiver of inspections, (3) the alleged deficiencies were open and obvious, and (4) Defendants
2 did not know about any of those conditions. Part C asserts Nevada law does not permit any
3 claims against the Broker Defendants. Part D, in four parts, specifies the lack of merit of the
4 ancillary claims for (1) RICO, (2) Fraudulent Conveyance, (3) Civil Conspiracy, and (4) Abuse
5 of Process. Part E, in the alternatively, requests partial summary judgment of the uncontested
6 facts and law if Summary Judgment is not awarded. Finally, Part F requests Rule 11 sanctions.

7 **A. Legal Standards**

8 1. Summary Judgment

9 Summary judgment is appropriate when the pleadings, depositions, answers to
10 interrogatories, admissions, and affidavits, if any, that are properly before the Court demonstrate
11 that no genuine issue of material fact exist, and the moving party is entitled to judgment as a
12 matter of law. *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713, 57 P.3d 82, 87 (2002).
13 Substantive law controls whether factual disputes are material and will preclude summary
14 judgment; other factual disputes are irrelevant. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242,
15 106 S. Ct. 2505, 91 L.Ed.2d 202 (1986). A genuine issue of material fact is one where the
16 evidence is such that a reasonable jury could return a verdict for the non-moving party. *Valley*
17 *Bank v. Marble*, 105 Nev. 366, 367, 775 P.2d 1278, 1282 (1989).

18 The Nevada Supreme Court has held that the non-moving party may not defeat a motion
19 for summary judgment by relying “on gossamer threads of whimsy, speculation and conjecture.”
20 *Wood v. Safeway*, 121 Nev. 724, 732, 121 P.3d 1026, 1031 (2005). The Nevada Supreme Court
21 has also made it abundantly clear when a motion for summary judgment is made and supported
22 as required by Nevada Rule of Civil Procedure 56, the non-moving party must not rest upon
23 general allegations and conclusions, but must by affidavit or otherwise set forth specific facts
24 demonstrating the existence of a genuine factual issue. *Id.*

25 Under Nevada Rule of Civil Procedure 56(a), a party may move for summary judgment,
26 or partial summary judgment. “The court shall grant summary judgment if the movant shows
27 that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a
28 matter of law.” The court may rely upon the admissible evidence cited in the moving papers

1 and may also consider other materials in the record as well. *Id.* at 56(c). “If the court does not
2 grant all the relief requested by the motion, it may enter an order stating any material fact —
3 including an item of damages or other relief — that is not genuinely in dispute and treating the
4 fact as established in the case.” *Id.* at 56(g).

5 The pleadings and proof offered in a Motion for Summary Judgment are construed in the
6 light most favorable to the non-moving party. *Hoopes v. Hammargren*, 102 Nev. 425, 429, 725
7 P.2d 238, 241 (1986). However, the non-moving party still “bears the burden to ‘do more than
8 simply show that there is some metaphysical doubt’ as to the operative facts in order to avoid
9 summary judgment being entered.” *Wood*, 121 Nev. at 732, 121 P.3d at 1031. “To successfully
10 defend against a summary judgment motion, ‘the nonmoving party must transcend the pleadings
11 and, by affidavit or other admissible evidence, introduce specific facts that show a genuine issue
12 of material fact.’” *Torrealba v. Kesmetis*, 178 P.3d 716, 720 (Nev. 2008) (quoting *Cuzze v.*
13 *Univ. & Cmty. Coll. Sys. of Nev.*, 172 P.3d 131, 134 (Nev. 2007)).

14 The non-moving party bears the burden to set forth specific facts demonstrating the
15 existence of a "genuine" issue for trial or have summary judgment entered against him. *Collins*
16 *v. Union Federal Savings & Loan*, 99 Nev. 284, 294, 662 P.2d 610, 618-619 (1983). When there
17 is no genuine issue of material fact and the non-moving party provides no admissible evidence to
18 the contrary, summary judgment is “mandated.” *Celotex Corp. v. Catrett*, 477 US 317, 322
19 (1986). When a motion for summary judgment is made and supported, an adversary party who
20 does not set forth specific facts showing a genuine issue to be resolved at trial may have a
21 summary judgment entered against him. *Collins v. Union Federal Sav. & Loan Ass’n*, 99 Nev.
22 284, 294, 662 P.2d 610, 616 (1983) (citing *Van Cleave v. Kietz-Mill Minit Mart*, 97 Nev. 414,
23 633 P.2d 1220 (1981); *Bird v. Casa Royale West*, 97 Nev. 67, 624 P.2d 17 (1981)).

24 2. Real Estate Disclosures

25 “Under NRS Chapter 113, residential property sellers are required to disclose any defects
26 to buyers within a specified time before the property is conveyed.” *Nelson v. Heer*, 163 P.3d
27 420, 425 (Nev. 2007) (citing NRS 113.140(1)). “NRS 113.140(1), however, provides that a
28 seller is not required to ‘disclose a defect in residential property of which [she] is not aware.’ A

1 ‘defect’ is defined as “a condition that materially affects the value or use of residential property
2 in an adverse manner.” *Id.* (citing NRS 113.100(1)). The Nevada Supreme Court clarified that:

3 [a]scribing to the term “aware” its plain meaning, we determine
4 that the seller of residential real property does not have a duty to
5 disclose a defect or condition that “materially affects the value or
6 use of residential property in an adverse manner,” if the seller does
7 not realize, perceive, or have knowledge of that defect or
8 condition. Any other interpretation of the statute would be
unworkable, as it is impossible for a seller to disclose conditions in
the property of which he or she has no realization, perception, or
knowledge. The determination of whether a seller is aware of a
defect, however, is a question of fact to be decided by the trier of
fact.

9 *Id.* at 425 (citations omitted). Thus, in the context where the plaintiff cannot demonstrate an
10 omitted disclosure that caused damage, the seller is entitled to summary judgment as a matter of
11 law. *Id.* at 426.

12 Generally, “[n]ondisclosure by the seller of adverse information concerning real property
13 . . . will not provide the basis for an action by the buyer to rescind or for damages when property
14 is sold ‘as is.’ ” *Mackintosh v. Jack Matthews & Co.*, 109 Nev. 628, 633, 855 P.2d 549, 552
15 (1993). Moreover, “[l]iability for nondisclosure is generally not imposed where the buyer either
16 knew of or could have discovered the defects prior to the purchase.” *Land Baron Invs., Inc. v.*
17 *Bonnie Springs Family LP*, 131 Nev. 686, 696, 356 P.3d 511, 518 (2015). The general rule
18 foreclosing liability for nondisclosure when property is purchased as-is does not apply when the
19 seller knows of facts materially affecting the value or desirability of the property which are
20 known or accessible only to [the seller] and also knows that such facts are not known to, or
21 within the reach of the diligent attention and observation of the buyer. *Mackintosh*, 109 Nev. at
22 633, 855 P.2d at 552 (alteration in original) (internal quotation marks omitted).

23 A buyer waives its common law claims of negligent misrepresentation, fraudulent or
24 intentional misrepresentation, and/or unjust enrichment when it expressly agreed that it would
25 carry the duty to inspect the property and ensure that all aspects of it were suitable prior to close
26 of escrow, and the information was reasonably accessible to the buyer. *Frederic and Barbara*
27 *Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 427 P.3d 104, 111 (Nev. 2018).
28 Accordingly, the Nevada Supreme Court concluded that an agreement to purchase property as-is

1 foreclosed the buyer’s common law claims, justifying the granting of summary judgment on
2 common law claims. *Id.* (citation omitted).

3 The terms and conditions of the purchase agreement do not create
4 a duty to disclose. Rather, these disclosures are required by NRS
5 Chapter 113, which sets forth specific statutory duties imposed by
6 law independent of the purchase agreement's terms and conditions.
7 Additionally, the terms of the purchase agreement do not require
8 [the seller] to do anything other than provide the listed disclosures.

9 *Anderson v. Ford Ranch, LLC*, 78684-COA, 2020 WL 6955438, at *5 (Nev. App. Nov. 25,
10 2020).

11 Nevada Revised Statute (“NRS”) § 113.140 clearly provides that the Seller Disclosures
12 does not constitute a warranty of the Subject Property and that the Buyer still has a duty to
13 exercise reasonable care to protect himself. NRS § 113.140 also provides that the Seller does not
14 have to disclose any defect that he is unaware of. Similarly, NRS § 113.130 does not require a
15 seller to disclose a defect in residential property of which the seller is not aware. A completed
16 disclosure form does not constitute an express or implied warranty regarding any condition of
17 residential property. NRS § 113.140(2). Chapters 113 and “645 of Nevada Revised Statutes do
18 not relieve a buyer or prospective buyer of the duty to exercise reasonable care to protect himself
19 or herself.” *Id.* at § 113.140(2).

20 **B. The Two Waivers of Inspection and the Open and Obvious Nature of the**
21 **Alleged Deficiencies are Fatal to Plaintiff’s Claims as a Matter of Law**

22 Summary Judgment is appropriate as a matter of law on all of Plaintiff’s claims. It is
23 undisputed that the alleged deficiencies were either disclosed by Defendants, could have been
24 discovered by an inspection, were open and obvious whereby Plaintiff / Ms. Zhu had notice of
25 them at the time she purchased the Property, or were unknown to Defendants at the time of the
26 sale.

27 **1. Disclosures by Seller**

28 On August 2, 2017, TKNR submitted its Seller Disclosures timely indicating all known
conditions of the Subject Property. Ex. C. TKNR disclosed that “3 units has (sic) brand new AC
installed within 3 months,” and further that the “owner never resided in the property and never

1 visited the property.” *Id.* at Page 38. Plaintiff was also aware that the minor renovations, such as
2 painting, was conducted by the Seller’s “handyman” as disclosed in the Seller’s Disclosures. *Id.*
3 TNKR also disclosed that it was aware of issues with the heating and cooling systems, *Id.* at 36,
4 there was construction, modification, alterations, or repairs done without permits, *Id.* at 37, and
5 lead-based paints. *Id.*

6 As such, Summary Judgment is appropriate under NRS § 113.140(1) (seller is not
7 required to disclose a defect in residential property of which she is not aware). Under this
8 statute, “[a]scribing to the term ‘aware’ its plain meaning, . . . the seller of residential real
9 property does not have a duty to disclose a defect or condition that ‘materially affects the value
10 or use of residential property in an adverse manner,’ if the seller does not realize, perceive, or
11 have knowledge of that defect or condition.” *Nelson v. Heer*, 163 P.3d 420, 425 (Nev. 2007).
12 Thus, as Plaintiff cannot demonstrate an omitted disclosure that caused damage, Defendants are
13 entitled to summary judgment as a matter of law. *Id.* at 426.

14 Moreover, information related to permits is publicly available. The City of Las Vegas
15 has a website¹ that allows anyone in the public to search for permits. Permit Search for Property
16 attached as **Exhibit H**. NRS § 645.259(2) precludes any liability for misrepresentation or under
17 Chapter 113 if the information is a public record:

18 [e]xcept as otherwise provided in this subsection, the failure of the
19 seller to make the disclosures required by NRS 113.130 and
20 113.135 if the information that would have been disclosed pursuant
to NRS 113.130 and 113.135 **is a public record which is readily
available to the client.**

21 (Emphasis Added). As the SAC is largely premised on the allegation that TNKR allegedly did
22 not disclose that it did not use licensed contractors who obtained permits, SAC at ¶ 29, NRS
23 645.259(2) precludes any of these claims as a matter of law. As such, Summary Judgment is
24 appropriate as TNKR disclosed that it did not have permits and the information was publicly
25 available.

26 In total, under NRS § 113.140(1) (seller is not required to disclose a defect in residential

27 ¹ <https://www.lasvegasnevada.gov/Business/Permits-Licenses/Building-Permits/Permit-Application-Status?search=address&addrkey=237304>
28

property of which she is not aware), *Nelson v. Heer*, 163 P.3d 420, 425 (Nev. 2007), and NRS § 645.259(2), Defendants are entitled to Summary Judgment on Plaintiff's claims for (1) Recovery Under NRS Chapter 113, (2) Constructive Fraud, (3) Common Law Fraud, (4) Fraudulent Inducement, (5) Fraudulent Concealment, (6) Breach Of Fiduciary Duty, (8) Damages Under NRS 645.257(1), (9) Failure To Supervise, Inadequate training and Education, (12) Civil Conspiracy, (13) Breach Of Contract, and (14) Breach Of Implied Covenant of Good Faith and Fair Dealing]. It also eliminates the causes of action for (7) RICO, (10) Fraudulent Conveyance, (11) Fraudulent Conveyance, and (15) Abuse of Process since they have no basis in fact or law.

2. Waiver of Inspections

On August 11, 2020, through the original RPA, Ms. Zhu waived her due diligence, although she had a right to conduct inspections:

During such Period, Buyer shall have the right to conduct, non-invasive/non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals.

Ex. B at 28 of 166 at 7(A) lines 36-39.

Section II(B)(1) lists the disclosures by TKNR. Despite these disclosures, Plaintiff chose not to inspect the Subject Property, request additional information and/or conduct any reasonable inquiries. *Id.* In fact, Ms. Zhu only cancelled the original RPA, Ex. E, because of an issue related to her financing, not because of any concerns related to the Seller's Disclosures. Notably, she included the explicit waiver of the inspections, which included her initialing the provision that she had not done in the original RPA. Ex. F. Ms. Zhu even directly informed her agent to waive all inspections. Ex. D. Although Ms. Zhu had actual knowledge of the Seller's Disclosures, Ex. C, from August 11, 2017, and the Parties agreed to extend the COE to January 5, 2018, Ex. F at Addendum 1 at DEF4000365, Ms. Zhu still never did any inspections. Instead, she put down an additional \$60,000 as a non-refundable deposit to the TNKR. *Id.* Moreover, she also agreed to pay rent in the amount of \$650 per month for one of the units, and to also pay the property manager \$800 for the tenant placement fee. *Id.* Through Addendum 2 to the 2nd RPA, Ms. Zhu

1 later changed the purchaser to Plaintiff. *Id.* at DEF4000366.

2 As to the Brokers, Ms. Zhu agreed that she was not relying upon any representations
3 made by Brokers or Broker's agent. *Id.* at DEF4000361 ¶ 22. Ms. Zhu agreed to purchase the
4 Property AS-IS, WHERE-IS, without any representations or warranties. *Id.* Ms. Zhu agreed to
5 satisfy herself, as to the condition of the Property, prior to the close of escrow. *Id.* Ms. Zhu
6 waived all claims against Brokers or their agents for (a) defects in the Property . . . (h) factors
7 related to Ms. Zhu's failure to conduct walk-throughs or inspections. *Id.* Ms. Zhu assumed full
8 responsibility and agreed to conduct such tests, walk-throughs, inspections and research, as she
9 deemed necessary. *Id.* In any event, Broker's liability was limited, under any and all
10 circumstances, to the amount of that Broker's commission/fee received in the transaction. *Id.*

11 As to the waivers, Paragraph 7(D) of the both the RPA and 2nd RPA expressly provided:

12 *It is strongly recommended that Buyer retain licensed Nevada*
13 *professionals to conduct inspections.* If any inspection is not
14 completed and requested repairs are not delivered to Seller within
15 the Due Diligence Period, Buyer is deemed to have waived the
right to that inspection and Seller's liability for the cost of all
repairs that inspection would have reasonably identified had it
been conducted, except as otherwise provided by law.

16 *Id.* Under Paragraph 7(F), it was Ms. Zhu's responsibility to inspect the Property sufficiently as
17 to satisfy her use. *Id.* Nevertheless, Ms. Zhu waived her inspection related to the original RPA
18 and the 2nd RPA, reinforced further by actually initialing next to the waiver in the 2nd RPA. Ex.
19 F. Ms. Zhu also waived the energy audit, pest inspection, roof inspection, septic lid removal
20 inspection, mechanical inspection, soil inspection, and structural inspection. *Id.* Thereby, Ms.
21 Zhu waived any liability of Defendants for the cost of all repairs that inspection would have
22 reasonably identified had it been conducted. *Id.* The RPA and the 2nd RPA clearly indicated that
23 Ms. Zhu was purchasing the Property "AS-IS, WHERE-IS without any representations or
24 warranties." *Id.* at DEF4000361 at ¶ 22.

25 Additionally, Ms. Zhu also agreed that the Brokers Defendants had "no responsibility to
26 assist in the payment of any repair, correction or deferred maintenance on the Property which
27 may have been revealed by the above inspections, agreed upon by the Buyer and Seller or
28 requested by one party." *Id.*

As a matter of law, Plaintiff is precluded from seeking damages from Defendants because of her failure to inspect. “Nondisclosure by the seller of adverse information concerning real property . . . will not provide the basis for an action by the buyer to rescind or for damages when property is sold ‘as is.’ ” *Mackintosh v. Jack Matthews & Co.*, 109 Nev. 628, 633, 855 P.2d 549, 552 (1993). Moreover, “[l]iability for nondisclosure is generally not imposed where the buyer either knew of or could have discovered the defects prior to the purchase.” *Land Baron Invs., Inc. v. Bonnie Springs Family LP*, 131 Nev. 686, 696, 356 P.3d 511, 518 (2015). Defendants also do not have liability as Ms. Zhu / Plaintiff purchased the Property “as-is” within the reach of the diligent attention and observation of the buyer. *Mackintosh*, 109 Nev. at 633, 855 P.2d at 552. NRS § 113.140 clearly provides that the disclosures do not constitute a warranty of the Property and that the purchaser still has a duty to exercise reasonable care to protect himself. A completed disclosure form does not constitute an express or implied warranty regarding any condition of residential property. NRS § 113.140(2). Chapters 113 and “645 of Nevada Revised Statutes do not relieve a buyer or prospective buyer of the duty to exercise reasonable care to protect himself or herself.” *Id.* at § 113.140(2).

Thus, Plaintiff waived its common law claims of negligent misrepresentation, fraudulent or intentional misrepresentation, and/or unjust enrichment when it expressly agreed that it would carry the duty to inspect the property and ensure that all aspects of it were suitable prior to close of escrow, and the information regarding Property was reasonably accessible to the buyer. *Frederic and Barbara Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 427 P.3d 104, 111 (Nev. 2018).

In this context, Summary Judgment is appropriate as a matter of law. *Id.* (citation omitted). Defendants are entitled to Summary Judgment as to Plaintiff’s claims for (1) Recovery Under NRS Chapter 113, (2) Constructive Fraud, (3) Common Law Fraud, (4) Fraudulent Inducement, (5) Fraudulent Concealment, (6) Breach Of Fiduciary Duty, (8) Damages Under NRS 645.257(1), (9) Failure To Supervise, Inadequate training and Education, (12) Civil Conspiracy, (13) Breach Of Contract, and (14) Breach Of Implied Covenant of Good Faith and Fair Dealing. It also eliminates the causes of action for (7) RICO, (10) Fraudulent Conveyance,

(11) Fraudulent Conveyance, and (15) Abuse of Process since they have no basis in fact or law.

3. Alleged Deficiencies Open and Obvious

The alleged conditions identified by Plaintiff's alleged expert in the Property were open and obvious:

[n]ote that the Plaintiff could have hired an inspector or contractor to evaluate this real-estate purchase beforehand but did not. Items complained about in the Sani Report were open and obvious at the roof area, attic area, and on the exterior and interior areas of the Property.

Ex. G at DEF5000372.

Plaintiff's expert did not do any destructive testing, so the same alleged conditions that the alleged expert noted, would have been made by an inspector at the time of the purchase. *Id.* at DEF5000372-373. Similarly, Professor Opfer noted:

it is the fault of the Plaintiffs for not conducting requisite inspections of the Property prior to its purchase. Since this issue is apparently open and obvious as per the Sani Report, it would have been open and obvious as well during a pre-purchase inspection.

Id. at DEF5000380. The open and obvious nature of the alleged issues include the following:

1. the photographs from 2017 showed extensive cracking to the stucco and slab to the Property prior to any work by Defendants and/or the licensed contractor it hired to install the HVAC. *Id.*
2. the alleged attic issues could have been inspected at the time of the purchase. *Id.* at DEF5000378
3. "any deficient electrical work related to this 220-volt service situation could have been readily ascertained by an inspection at the time of purchase by the Plaintiff". *Id.* at DEF5000379
4. the alleged HVAC issues were open and obvious. *Id.* at DEF5000381
5. "the conditions complained about as to venting and ducting were present at the Property prior to Defendants owning the Property". *Id.* at DEF5000388,
6. Plaintiff could have conducted an online search related to the permits or lack of permits for the Property. *Id.* at DEF5000389.

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7. The basis of the Sani Estimate is nonsensical in the first place and there is nothing seen from this Sani Report that was not present at the time of sale of the Triplex Property. There were cracks in the stucco system and concrete slab system existing in 2017. Roof venting/duct venting had not been changed by Defendants and was existing in 2017 and could have been inspected by Plaintiff. *Id.* at DEF5000391.
8. Any deficiencies with this electrical installation were open, obvious and could have been inspected prior to purchase as with all other items with this Triplex Property. Any cracks such as wall or floor cracks subsequent to the purchase would obviously be new but again this occurs even on new homes across the Las Vegas Valley and elsewhere. *Id.* at DEF5000392.
9. Rental properties experience more-severe-service requirements due to many factors often including a lack of knowledge in order to care for a Property on the part of tenants along with often an uncaring attitude as well. *Id.* at DEF5000379.

Summary Judgment is appropriate as Plaintiff either knew of or could have discovered the defects prior to the purchase. *Land Baron Invs., Inc. v. Bonnie Springs Family LP*, 131 Nev. 686, 696, 356 P.3d 511, 518 (2015). Clearly, the open and obvious issues were within the reach of the diligent attention and observation of the buyer. *Mackintosh*, 109 Nev. at 633, 855 P.2d at 552 (alteration in original) (internal quotation marks omitted). In this context, Summary Judgment is appropriate as a matter of law. *Id.* (citation omitted). Defendants are entitled to Summary Judgment as to Plaintiff's claims for (1) Recovery Under NRS Chapter 113, (2) Constructive Fraud, (3) Common Law Fraud, (4) Fraudulent Inducement, (5) Fraudulent Concealment, (6) Breach Of Fiduciary Duty, (8) Damages Under NRS 645.257(1), (9) Failure To Supervise, Inadequate training and Education, (12) Civil Conspiracy, (13) Breach Of Contract, and (14) Breach Of Implied Covenant of Good Faith and Fair Dealing.

4. Unknown to any Defendant

At all times relevant, no Defendant was aware of any issues related to any of the alleged complaints raised by Plaintiff and/or Plaintiff's alleged expert. Declaration of Kenny Lin attached as **Exhibit I**. The only issues that Defendants were aware of were properly disclosed with an explanation. No Defendant was aware of any issues with any structural, electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues with the

Property before the time of the sale to Ms. Zhu. *Id.* Nor was any Defendant aware of any issues with any structural, electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues with the Property at the time of the sale to Ms. Zhu. *Id.* As to the HVAC issue, Defendants were aware that tenants of the Property complained about the cooling of the Property, which is why TKNR paid to have the system upgraded by a licensed contractor. Air Team Invoice attached as **Exhibit J**.

At all times relevant, during the Due Diligence Period, Plaintiff had access to inspect: the mechanical systems, the structure of the Property, the windows, for mold / fungus, the electrical systems, the plumbing systems, the gas lines, the attic, the bathroom exhaust vent / washer /dryer exhaust vent, the ceiling insulation, the roof decking, the roof trusses, the roof support structures, the duct system, and the flooring and tiles. Ex. G. At all times relevant, Plaintiff knew that the Property was originally constructed in 1954. *Id.* at ¶ 70.

NRS § 113.140 provides that the Seller does not have to disclose any defect that he is unaware of. Similarly, NRS § 113.130 does not require a seller to disclose a defect in residential property of which the seller is not aware. The Nevada Supreme Court has also made it abundantly clear that a seller does not have any liability for unknown defects and/or where the diligent buyer should have done an inspection. *Nelson v. Heer*, 163 P.3d 420, 425 (Nev. 2007) (citing NRS 113.140(1)); *Mackintosh v. Jack Matthews & Co.*, 109 Nev. 628, 633, 855 P.2d 549, 552 (1993) (nondisclosure by the seller of adverse information concerning real property will not provide the basis for an action by the buyer for damages when property is sold as is); *Land Baron Invs., Inc. v. Bonnie Springs Family LP*, 131 Nev. 686, 696, 356 P.3d 511, 518 (2015) (“[l]iability for nondisclosure is generally not imposed where the buyer either knew of or could have discovered the defects prior to the purchase.”); *Frederic and Barbara Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 427 P.3d 104, 111 (Nev. 2018) (buyer waives its common law claims of negligent misrepresentation, fraudulent or intentional misrepresentation, and/or unjust enrichment when it expressly agreed that it would carry the duty to inspect the property and ensure that all aspects of it were suitable prior to close of escrow, and the information was reasonably accessible to the buyer); *Anderson v. Ford Ranch, LLC*, 78684-COA, 2020 WL

6955438, at *5 (Nev. App. Nov. 25, 2020) (the terms of the purchase agreement do not require the seller to do anything other than provide the listed disclosures).

Therefore, the overwhelming authority demands Summary Judgment in favor of Defendants as a matter of law. As such, Summary Judgment is appropriate as a matter of law. *Id.* (citation omitted). Defendants are entitled to Summary Judgment as to Plaintiff's claims for (1) Recovery Under NRS Chapter 113, (2) Constructive Fraud, (3) Common Law Fraud, (4) Fraudulent Inducement, (5) Fraudulent Concealment, (6) Breach Of Fiduciary Duty, (8) Damages Under NRS 645.257(1), (9) Failure To Supervise, Inadequate training and Education, (12) Civil Conspiracy, (13) Breach Of Contract, and (14) Breach Of Implied Covenant of Good Faith and Fair Dealing. It also eliminates the causes of action for (7) RICO, (10) Fraudulent Conveyance, (11) Fraudulent Conveyance, and (15) Abuse of Process since they have no basis in fact or law. It also eliminates the causes of action for (7) RICO, (10) Fraudulent Conveyance, (11) Fraudulent Conveyance, and (15) Abuse of Process since they have no basis in fact or law.

C. Summary Judgment is Warranted as to Broker Defendants

As to the Brokers, Ms. Zhu agreed that she was not relying upon any representations made by Brokers or Broker's agent. *Id.* at DEF4000361 ¶ 22. Ms. Zhu agreed to purchase the Property AS-IS, WHERE-IS, without any representations or warranties. *Id.* Ms. Zhu agreed to satisfy herself, as to the condition of the Property, prior to the close of escrow. *Id.* Ms. Zhu waived all claims against Brokers or their agents for (a) defects in the Property . . . (h) factors related to Ms. Zhu's failure to conduct walk-throughs or inspections. *Id.* Ms. Zhu assumed full responsibility and agreed to conduct such tests, walk-throughs, inspections and research, as she deemed necessary. *Id.* In any event, Broker's liability was limited, under any and all circumstances, to the amount of that Broker's commission/fee received in the transaction. *Id.* Additionally, Ms. Zhu also agreed that the Brokers Defendants had "no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party." *Id.*

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1 NRS 645.252 sets forth the duties of real estate agents. Based on the Seller's
2 Disclosures, the RPA, and the 2nd RPA, Defendants clearly do not have any liability to Plaintiff
3 under Nevada law. Plaintiff had a separate agent representing them for the purchase of the
4 Property. As noted earlier, Plaintiff cancelled the first RPA and entered into the second with
5 actual knowledge of the Seller's Disclosures and the roles of all Defendants. Exs. A-F. NRS
6 645.252(4) clearly specifies that agents do not owe a duty to "(a) [i]ndependently verify the
7 accuracy of a statement made by an inspector certified pursuant to chapter 645D of NRS or
8 another appropriate licensed or certified expert" or "(c) [c]onduct an investigation of the
9 condition of the property which is the subject of the real estate transaction."

10 In addition to the authority cited above, Summary Judgment is appropriate as a matter of
11 law on Plaintiff's claims for (1) Recovery Under NRS Chapter 113, (2) Constructive Fraud, (3)
12 Common Law Fraud, (4) Fraudulent Inducement, (5) Fraudulent Concealment, (6) Breach Of
13 Fiduciary Duty, (8) Damages Under NRS 645.257(1), (9) Failure To Supervise, Inadequate
14 training and Education, (12) Civil Conspiracy, (13) Breach Of Contract, and (14) Breach Of
15 Implied Covenant of Good Faith and Fair Dealing]. It also eliminates the causes of action for (7)
16 RICO, (10) Fraudulent Conveyance, (11) Fraudulent Conveyance, and (15) Abuse of Process
17 since they have no basis in fact or law.

18 **D. No Basis for Extraneous Claims**

19 The SAC contains claims that appear to be loosely associated with the alleged non-
20 disclosure claims related to the sale of the Property: (7) RICO; (10) Fraudulent Conveyance; (11)
21 Fraudulent Conveyance; (12) Civil Conspiracy; and (15) Abuse of Process. As noted in the prior
22 sections, each of these claims fall as a matter of law based on the aforementioned authority and
23 facts. Nevertheless, this Section will address the lack of merit of each of these claims.

24 **1. RICO**

25 In 1970, the United States Congress passed the Racketeer Influenced and Corrupt
26 Organizations Act, 18 U.S.C. §§ 1961-1968 ("RICO"), as a portion of the Organized Crime
27 Control Act of 1970. In passing RICO, "Congress created a wide array of novel civil and
28 criminal weapons to use against crime and corruption." *Chappell v. Robbins*, 73 F.3d 918, 919

(9th Cir. 1996). Similarly, “Congress created a private claim under RICO at least in part to compensate victims of racketeering.” *Id.* at 1153 (citing *Petro-Tech, Inc. v. Western Co. of North America*, 824 F.2d 1349, 1358 (3d Cir.1987)). Nevertheless, “RICO was intended to combat organized crime, not to provide a federal cause of action and treble damages to every tort plaintiff.” *Oscar v. University Students Co-op. Ass’n*, 965 F.2d 783, 786 (9th Cir. 1992). “[A]s a matter of law, personal injury, including emotional distress, is not compensable under section 1964(c) of RICO.” *Berg v. First State Ins. Co.*, 915 F.2d 460, 464 (9th Cir. 1990). RICO “provides compensation only for damages caused by racketeering activity.” *Oscar*, 965 F.2d at 813.

“Nevada’s anti-racketeering statutes . . . are patterned after the federal [RICO] statutes.” *Hale v. Burkhardt*, 104 Nev. 632, 634, 764 P.2d 866, 867 (1988). Nevada codified its own version of RICO under NRS §§ 207.350-207.520. NRS 207.400(1)(a) specifies that it is unlawful for a person **with criminal intent** received any proceeds derived, directly or indirectly, **from racketeering activity**. (Emphasis added). For a federal RICO claim, a plaintiff must allege the following elements to prevail on a RICO claim under a pattern of racketeering activity: (1) the conduct; (2) of an enterprise; (3) through a pattern; (4) of racketeering activity. *See Sun Sav. & Loan Ass’n v. Dierdorff*, 825 F.2d 187, 191 (9th Cir.1987).

However, “Nevada’s civil RICO statute differs in some respects from the federal civil RICO statute.” *Hale*, at 635, 764 P.2d at 868. One critical distinction is found in comparing the language of 18 U.S.C. § 1961(5) with that of NRS 207.390. The federal statute provides that a claimant must plead a pattern of racketeering activity and that such a pattern requires at least two predicate acts; Nevada’s RICO statute does not speak in terms of a “pattern of racketeering” and provides that racketeering activity means two predicate acts of the type described in NRS 207.390 and NRS 207.360. Thus, there is no pattern/continuity requirement as is required under federal law. *Siragusa v. Brown*, 971 P.2d 801, 811 (Nev. 1998).

a. An Enterprise

Under RICO, an “enterprise” includes any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact

1 although not a legal entity. 18 U.S.C. § 1961(4). It is “ ‘a being different from, not the same as
2 or part of, the person whose behavior the act was designed to prohibit.’ ” *Rae v. Union Bank*,
3 725 F.2d 478, 481 (9th Cir.1984) (quotation omitted). For the purposes of a single action, a
4 corporate defendant cannot be both the RICO person and the RICO enterprise under section
5 1962(c). *See Wilcox v. First Interstate Bank of Oregon*, 815 F.2d 522, 529 (9th Cir.1987). In
6 terms of a pleading, problems arise when the named defendant is both the “person” and the
7 “enterprise.” *Sever v. Alaska Pulp Corp.*, 978 F.2d 1529, 1534 (9th Cir. 1992).

8 b. Racketeering Activity

9 “[R]acketeering activity” is any act indictable under several provisions of Title 18 of the
10 United States Code, and includes the predicate acts of mail fraud, wire fraud and obstruction of
11 justice. . . .” *Turner v. Cook*, 362 F.3d 1219, 1229 (9th Cir. 2004) (citing 18 U.S.C. § 1961(1)).
12 It includes general crimes involving acts or threats of murder, kidnapping, gambling, arson,
13 robbery, bribery, extortion, dealing in obscene matter, or dealing in a controlled substance. *Id.* at
14 § 1961(1)(A). It also includes specific enumerated federal crimes related to various crimes
15 involving theft, fraud, immigration violations, and obstruction of justice. *Id.* at § 1961(1)(B)-
16 (G).

17 “Continuity” is both a closed and open-ended concept, referring either to a closed period
18 of repeated conduct, or to past conduct that by its nature projects into the future with a threat of
19 repetition. A party alleging a RICO violation may demonstrate continuity over a closed period
20 by proving a series of related predicates extending over a substantial period of time. Predicate
21 acts extending over a few weeks or months and threatening no future criminal conduct do not
22 satisfy this requirement[.]

23 c. No Basis for RICO Claim

24 Incorporating the prior sections related to the lack of merit of any of the other claims,
25 there is no “racketeering” or form of predicate misconduct that “by its nature projects into the
26 future with a threat of repetition”, *Religious Tech. Ctr. v. Wollersheim*, 971 F.2d 364, 366 (9th
27 Cir.1992), related to the sale of the Property to Plaintiff. First, there is no “Racketeering
28 Activity” as it is legal to sell real property to a third party. Also, since the sale to Plaintiff

1 concluded after the sale, there was no continuity. If there was any potential action for the alleged
2 non-disclosure of known defects, then the action would fall under recognized torts specified in
3 this brief, not RICO. As such, Summary Judgment is appropriate as (1) the other claims fail as a
4 matter of law, (2) there was no criminal intent, (3) or a “racketeering activity”.

5 2. No Action for Fraudulent Conveyance

6 Fraudulent Conveyance is governed by NRS §§ 112.180(1), 112.190(1). This requires a
7 transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the
8 creditor’s claim arose before or after the transfer was made or the obligation was incurred, if the
9 debtor made the transfer or incurred the obligation (a) with actual intent to hinder, delay or
10 defraud any creditor of the debtor; or (b) without receiving a reasonably equivalent value in
11 exchange for the transfer or obligation, and the debtor. NEV. REV. STAT. § 112.180(1)(a-b).
12 Alternatively, NRS § 112.190(1) specifies that a transfer made, or obligation incurred, by a
13 debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the
14 obligation was incurred if the debtor made the transfer or incurred the obligation without
15 receiving a reasonably equivalent value in exchange for the transfer or obligation and the debtor
16 was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation.

17 Here, Plaintiff failed to identify what the alleged transfer was and who the alleged
18 creditor was that was defrauded. First, this claim lacks any merit as Summary Judgment is
19 already appropriate as to the supporting claim for alleged liability by Defendants to Plaintiff.
20 Second, this claim is premature since Plaintiff is not a creditor. Third, there has not been a
21 showing that Defendants transferred anything. As Plaintiff will not be able to show any transfer
22 was made “with actual intent to hinder, delay or defraud any creditor of the debtor”, *Id.* at
23 §112.180(1)(a), and Plaintiff does not have any basis for the claims in this matter, Summary
24 Judgment is appropriate as a matter of law.

25 3. Civil Conspiracy

26 Under Nevada law, to establish a civil conspiracy claim, a plaintiff must show (1) the
27 commission of an underlying tort; and (2) an agreement between the defendants to commit that
28 tort. *Jordan v. State ex rel. Dep’t of Motor Vehicles & Pub. Safety*, 121 Nev. 44, 110 P.3d 30, 51

(2005) (per curiam) (stating that “an underlying cause of action for fraud is a necessary predicate to a cause of action for conspiracy to defraud”), abrogated on other grounds *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228, 181 P.3d 670, 672 n. 6 (2008); *GES, Inc. v. Corbitt*, 117 Nev. 265, 21 P.3d 11, 15 (2001). “[I]t suffices under Nevada law to allege that Defendants . . . owed a duty to Plaintiffs not to conspire with those who do owe fiduciary duties to Plaintiffs to breach those duties.” *Boorman v. Nev. Mem’l Cremation Soc’y, Inc.*, 772 F. Supp. 2d 1309, 1315 (D. Nev. 2011).

Here, incorporating the preceding arguments illustrating that Summary Judgment is appropriate as a matter of law, Plaintiff cannot demonstrate (1) the commission of an underlying tort or (2) an agreement amongst the defendants to commit that tort. This illustrates that Summary Judgment is appropriate as a matter of law.

4. Abuse of Process

The elements of an abuse of process claim are: “(1) an ulterior purpose by the defendants other than resolving a legal dispute, and (2) a willful act in the use of the legal process not proper in the regular conduct of the proceeding.” *Posadas v. City of Reno*, 109 Nev. 448, 452, 851 P.2d 438, 441-42 (1993). Abuse of process can arise from both civil and criminal proceedings. *LaMantia v. Redisi*, 118 Nev. 27, 30, 38 P.3d 877, 879 (2002). Malice, want of probable cause, and termination in favor of the person initiating or instituting proceedings are not necessary elements for a prima facie abuse of process claim. *Nevada Credit Rating Bur. v. Williams*, 88 Nev. 601, 606, 503 P.2d 9, 12 (1972); Restatement (Second) of Torts § 682 cmt. a (1977). The mere filing of a complaint is insufficient to establish the tort of abuse of process. *Laxalt v. McClatchy*, 622 F. Supp. 737, 751 (1985).

Here, Plaintiff illustrated the overall lack of merit related to the abuse of process claim in its limited opposition to Defendants’ motion to file amended answer, counterclaim, and third-party claim

If Defendants are allowed to file the proposed Counterclaim, Plaintiff will likely file it’s (sic) own motion to file a Second Amended Complaint and allege an additional cause of action for abuse of process based on the Defendants’ cause of action for abuse of process.

Opposition (brief only) at 6:10-13 attached as **Exhibit K**. Notably, this Honorable Court found the totality of the Opposition meritless. Order at 2:20-21 attached as **Exhibit L**.

Clearly, the totality of the legal and factual arguments in this Motion illustrate the bad faith nature of Plaintiff's claim. First, it is clear that Plaintiff's action is merely an attempt to extort Defendants with a meritless claim in abuse of the legal process. Second, the Property was a then-63 year old home that Plaintiff purchased in 2018. Third, the purchase price was \$200,000. Fourth, illustrating the abuse of process, Plaintiff are claiming \$16.25 Million in damages:

| Damage No. | Amount |
|------------|------------|
| 1 | 1,950,000 |
| 2 | 2,600,000 |
| 3 | 2,600,000 |
| 4 | 2,600,000 |
| 5 | 650,000 |
| 6 | 650,000 |
| 7 | 650,000 |
| 8 | 650,000 |
| 9 | 650,000 |
| 10 | 2,600,000 |
| 11 | Omitted |
| 12 | Omitted |
| 13 | 650,000 |
| | 16,250,000 |

Plaintiff's First Supplemental Disclosure (excerpt) attached as **Exhibit M**. Fourth, Plaintiff also made bad faith claims under RICO and other baseless claims as part of this action. Fifth, Plaintiff's counsel has charged Plaintiff approximately \$64,000 in attorneys' fees to prosecute these worthless claims. Ex. N. Sixth, the original settlement demand from Plaintiff was \$10,000. Ex. I.

As Plaintiff admitted the only purpose in filing the claim for abuse of process was retaliatory, and the overwhelming facts and law illustrate the abuse of process by Plaintiff in bringing this action, Summary Judgment is appropriate as a matter of law.

E. Partial Summary Judgment

Under Nevada Rule of Civil Procedure 56(a), a party may move for summary judgment or partial summary judgment. "If the court does not grant all the relief requested by the motion,

1 it may enter an order stating any material fact — including an item of damages or other relief —
2 that is not genuinely in dispute and treating the fact as established in the case.” *Id.* at 56(g).
3 “[A]n admitting party is barred from denying that which it has already admitted. *La-Tex Partn.*
4 *v. Deters*, 893 P.2d 361, 365 (Nev. 1995) (citing *Wagner v. Carex Investigations & Sec. Inc.*, 93
5 Nev. 627, 632, 572 P.2d 921, 924 (1977) (commenting on the application of Nev. R. Civ. Pro.
6 36).

7 Here, if this Honorable Court does not grant Summary Judgment on all claims, then
8 Defendants respectfully request that It grant partial Summary Judgment as to the following
9 undisputed facts:

- 10 1. The Property was originally constructed in 1954.
- 11 2. On or about August 11, 2017, Ms. Zhu executed the RPA for the Property.
- 12 3. The purchase price for the property was \$200,000.
- 13 4. Through the RPA, Ms. Zhu waived her due diligence, although she had a right to
14 conduct inspections.
- 15 5. Ms. Zhu did not cancel the contract related to any issues with the Property.
- 16 6. Under Paragraph 7(C) of the RPA, Ms. Zhu waived the Due Diligence condition.
- 17 7. Under Paragraph 7(D) of the RPA, it provided:
18 *It is strongly recommended that Buyer retain*
19 *licensed Nevada professionals to conduct*
20 *inspections.* If any inspection is not completed and
21 requested repairs are not delivered to Seller within
the Due Diligence Period, Buyer is deemed to have
waived the right to that inspection and Seller's
liability for the cost of all repairs that inspection
would have reasonably identified had it been
conducted, except as otherwise provided by law.- 22 8. Ms. Zhu waived any liability of Defendants for the cost of all repairs that
23 inspection would have reasonably identified had it been conducted.
- 24 9. Ms. Zhu also waived the energy audit, pest inspection, roof inspection, septic lid
25 removal inspection, mechanical inspection, soil inspection, and structural
26 inspection.
- 27 10. Under Paragraph 7(F), it was Ms. Zhu’s responsibility to inspect the Property
28 sufficiently as to satisfy her use.
- 11. The Brokers had “no responsibility to assist in the payment of any repair,
correction or deferred maintenance on the Property which may have been
revealed by the above inspections, agreed upon by the Buyer and Seller or

requested by one party.”

12. On August 2, 2017, TKNR submitted its Seller Disclosures timely indicating all known conditions of the Subject Property. In fact, TKNR disclosed that “3 units has (sic) brand new AC installed within 3 months,” and further that the “owner never resided in the property and never visited the property.” Plaintiff was also aware that the minor renovations, such as painting, was conducted by the Seller’s “handyman” as disclosed in the Seller’s Disclosures. Seller also disclosed that it had construction, modification, alterations, or repairs done without permits. Despite these disclosures, Plaintiff chose not to inspect the Subject Property, request additional information and/or conduct any reasonable inquires.
13. On or before December 5, 2017, Ms. Zhu had issues related to the financing for the Property because of an appraisal. As such, Ms. Chen confirmed that Ms. Zhu would do a new purchase agreement, and would agree to pay the difference in an appraisal with a lower value than the purchase price, and waive inspections.
14. On the same day, Ms. Zhu and TKNR agreed to Addendum No. 1 to cancel the RPA dated August 11, 2017, and entered into the 2nd RPA. As before, the overall purchase price for the Property was \$200,000, but Ms. Zhu changed the contingency for the loan to \$150,000 with earnest money deposit of \$500 and a balance of \$49,500 owed at the COE.
15. Although Ms. Zhu had not initialed the “Failure to Cancel or Resolve Objections” provision in the RPA, she initialed the corresponding provision in the 2nd RPA. This was consistent with Ms. Zhu’s instructions to Ms. Chen. This is the second time that Ms. Zhu waived inspections for the Property despite the language in the 2nd RPA that strongly advised to get an inspection done.
16. Ms. Zhu waived any inspections related to the purchase of the Property in the 2nd RPA. Although Ms. Zhu had actual knowledge of the Seller’s Disclosures from August 11, 2017, and the Parties agreed to extend the COE to January 5, 2018, Ms. Zhu still never did any inspections. Instead, she put down an additional \$60,000 as a non-refundable deposit to the TNKR. Moreover, she also agreed to pay rent in the amount of \$650 per month for one the units, and to also pay the property manager \$800 for the tenant placement fee.
17. Through Addendum 2 to the 2nd RPA, Ms. Zhu later changed the purchaser to Plaintiff.
18. As to the Brokers, Ms. Zhu agreed that she was not relying upon any representations made by Brokers or Broker’s agent.
19. Ms. Zhu agreed to purchase the Property AS-IS, WHERE-IS, without any representations or warranties.
20. Ms. Zhu agreed to satisfy herself, as to the condition of the Property, prior to the close of escrow.
21. Ms. Zhu waived all claims against Brokers or their agents for (a) defects in the Property . . . (h) factors related to Ms. Zhu’s failure to conduct walk-throughs or inspections. Ms. Zhu assumed full responsibility and agreed to conduct such tests, walk-throughs, inspections and research, as she deemed necessary. In any event, Broker's liability was limited, under any and all circumstances, to the amount of that Broker's commission/fee received in the transaction.

22. Information related to permits is publicly available. The City of Las Vegas has a website that permits anyone in the public to search for permits.
23. NRS § 645.259(2) precludes any liability for misrepresentation or under Chapter 113 if the information is a public record.
24. Plaintiff could have hired an inspector or contractor to evaluate this real-estate purchase beforehand but did not. Items complained about in the Sani Report were open and obvious at the roof area, attic area, and on the exterior and interior areas of the Property.
25. Plaintiff's expert did not do any destructive testing, so the same alleged conditions that the alleged expert noted, would have been made by an inspector at the time of the purchase.
26. It is the fault of the Plaintiffs for not conducting requisite inspections of the Property prior to its purchase. Since this issue is apparently open and obvious as per the Sani Report, it would have been open and obvious as well during a pre-purchase inspection.
27. The photographs from 2017 showed extensive cracking to the stucco and slab to the Property prior to any work by Defendants and/or the licensed contractor it hired to install the HVAC.
28. The alleged attic issues could have been inspected at the time of the purchase.
29. Any deficient electrical work related to this 220-volt service situation could have been readily ascertained by an inspection at the time of purchase by the Plaintiff".
30. The alleged HVAC issues were open and obvious.
31. The conditions complained about as to venting and ducting were present at the Property prior to Defendants owning the Property.
32. Plaintiff could have conducted an online search related to the permits or lack of permits for the Property.
33. The basis of the Sani Estimate is nonsensical in the first place and there is nothing seen from this Sani Report that was not present at the time of sale of the Triplex Property. There were cracks in the stucco system and concrete slab system existing in 2017. Roof venting/duct venting had not been changed by Defendants and was existing in 2017 and could have been inspected by Plaintiff.
34. Any deficiencies with this electrical installation were open, obvious and could have been inspected prior to purchase as with all other items with this Triplex Property. Any cracks such as wall or floor cracks subsequent to the purchase would obviously be new but again this occurs even on new homes across the Las Vegas Valley and elsewhere.
35. It was well known at the time of the purchase that the Property was a 63 year old rental property that was subject to potential renter abuse.
36. At all times relevant, no Defendant was aware of any issues related to any of the alleged complaints raised by Plaintiff and/or Plaintiff's alleged expert. The only issues that Defendants were aware of were properly disclosed with an

1 explanation. No Defendant was aware of any issues with any structural,
2 electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or
3 foundation issues with the Property before the time of the sale to Ms. Zhu. Nor
4 was any Defendant aware of any issues with any structural, electrical, plumbing,
5 sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues with the
6 Property at the time of the sale to Ms. Zhu. As to the issue HVAC issue,
7 Defendants were aware that tenants of the Property complained about the cooling
8 of the Property, which is why TKNR paid to have the system upgraded by a
9 licensed contractor.

10 37. At all times relevant, during the Due Diligence Period, Plaintiff had access to
11 inspect: the mechanical systems, the structure of the Property, the windows, for
12 mold / fungus, the electrical systems, the plumbing systems, the gas lines, the
13 attic, the bathroom exhaust vent / washer /dryer exhaust vent, the ceiling
14 insulation, the roof decking, the roof trusses, the roof support structures, the duct
15 system, and the flooring and tiles.

16 38. NRS 645.252(4) clearly specifies that agents do not owe a duty to “(a)
17 [i]ndependently verify the accuracy of a statement made by an inspector certified
18 pursuant to chapter 645D of NRS or another appropriate licensed or certified
19 expert” or “(c) [c]onduct an investigation of the condition of the property which
20 is the subject of the real estate transaction.”

21 **F. Attorneys’ Fees and Costs**

22 Pursuant to Nevada Rule of Civil Procedure 11(c), the court may order a party to show
23 cause why it has not violated the mandates of Rule 11. Rule 11 prevents a party from bringing a
24 lawsuit for an improper purpose, which includes: (1) harassment, causing unnecessary delay, or
25 needless increasing the cost of litigation; or (2) making frivolous claims. NEV. R. CIV. PRO.
26 11(b)(1)-(2). Rule 11 sanctions should be imposed for frivolous actions. *Marshall v. District*
27 *Court*, 108 Nev. 459, 465, 836 P.2d 47, 52.

28 A frivolous claim is one that is “both baseless and made without a reasonable and
competent inquiry.” *Bergmann v. Boyce*, 109 Nev. 670, 676, 856 P.2d 560, 564 (1993) (quoting
Townsend v. Holman Consulting Corp., 929 F.2d 1358, 1362 (9th Cir.1990); *Golden Eagle*
Distrib. Corp. v. Burroughs Corp., 801 F.2d 1531, 1537 (9th Cir.1986)). A determination of
whether a claim is frivolous involves a two-pronged analysis: (1) the court must determine
whether the pleading is “well grounded in fact and is warranted by existing law or a good faith
argument for the extension, modification or reversal of existing law”; and (2) whether the
attorney made a reasonable and competent inquiry. *Bergmann*, 109 Nev. at 676, 856 P.2d at 564.
A sanction imposed for violation of Rule 11 shall be limited to what is sufficient to deter

1 repetition of such conduct or comparable conduct by others similarly situated. *Id.* at 11(c)(2).

2 Furthermore, a court may award attorneys’ fees to a prevailing party when it finds that
3 the claim was brought or maintained without reasonable ground or to harass the prevailing party.
4 NEV. REV. STAT. § 18.010(2)(b). In other cases, a court may award attorneys’ fees “when it
5 finds that the opposing party brought or maintained a claim without reasonable grounds.”
6 *Rodriguez v. Primadonna Co., LLC*, 216 P.3d 793, 800 (Nev. 2009). “The court shall liberally
7 construe the provisions of this paragraph in favor of awarding attorney’s fees in all appropriate
8 situations.” *Id.* The Nevada Legislature explained that:

9 [i]t is the intent of the Legislature that the court award attorney’s
10 fees pursuant to this paragraph and impose sanctions pursuant to
11 Rule 11 of the Nevada Rules of Civil Procedure in all appropriate
12 situations to punish for and deter frivolous or vexatious claims and
13 defenses because such claims and defenses overburden limited
judicial resources, hinder the timely resolution of meritorious
claims and increase the costs of engaging in business and
providing professional services to the public.

14 *Id.* “A claim is groundless if ‘the allegations in the complaint . . . are not supported by any
15 credible evidence at trial.’” *Barozzi v. Benna*, 112 Nev. 635, 639, 918 P.2d 301, 303 (1996)
16 (quoting *Western United Realty, Inc. v. Isaacs*, 679 P.2d 1063, 1069 (Colo.1984)).

17 As noted in Section II(D)(4), the overwhelming facts and law illustrate that Plaintiff’s
18 claim is frivolous. Not only did Plaintiff intentionally omit the waiver of inspections from the
19 pleadings, they also egregiously claimed damages in excess of \$16.25 Million related to the
20 Property. Plaintiff’s claim is clearly frivolous: (1) where the pleading was not “well grounded in
21 fact and is warranted by existing law or a good faith argument for the extension, modification or
22 reversal of existing law”, and (2) Plaintiff’s attorney continued to make frivolous claims.
23 *Bergmann*, 109 Nev. at 676, 856 P.2d at 564. Sanctions are warranted against Plaintiff and its
24 counsel, which should include an award attorneys’ fees to Defendants. Plaintiff brought or
25 maintained this action without reasonable ground and only to harass Defendants. NEV. REV.
26 STAT. § 18.010(2)(b). The overwhelming facts and law also show that Plaintiff brought or
27 maintained this claim without reasonable grounds, which justifies an award of attorneys’ fees.
28 *Rodriguez v. Primadonna Co., LLC*, 216 P.3d 793, 800 (Nev. 2009).

1 **III. CONCLUSION**

2 For the aforementioned reasons, this Honorable Court should grant the Motion.

3 DATED this 15 day of December, 2020.

4 MICHAEL B. LEE, P.C.

5 /s/ Michael Lee
6 MICHAEL B. LEE, ESQ. (NSB No.: 10122)
7 1820 East Sahara Avenue, Suite 110
8 Las Vegas, Nevada 89104
9 Telephone: (702) 477.7030
10 Facsimile: (702) 477.0096
11 mike@mblnv.com
12 Attorney for Defendants

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 15 day of December, 2020, I placed a copy of the **DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, PARTIAL SUMMARY JUDGMENT** as required by Eighth Judicial District Court Rule 7.26 by delivering a copy or by mailing by United States mail it to the last known address of the parties listed below, facsimile transmission to the number listed, and/or electronic transmission through the Court's electronic filing system to the e-mail address listed below:

BENJAMIN B. CHILDS, ESQ.
Nevada State Bar No. 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Telephone: (702) 251-0000
Email: ben@benchilds.com
Attorneys for *Plaintiff*

/s/Mindy Pallares
An employee of MICHAEL B. LEE, P.C.

Exhibit A

Exhibit A

| LVR | Multiple Dwelling | Ownership | 04/09/2020 4:40 PM |
|-------------|----------------------|-----------------------------|---|
| ML# | 1919843 Offc | INPR PubID | 230338 Status H Area 301 L/Price \$199,888 |
| Address | 2132 /HOUSTON /Drive | StatusUpdate | Zip 89104 |
| City/Town | Las Vegas | | State NV |
| County | CLARK | MetroMap 55-E1 | Range 61 Sect 1 |
| Legal | | Subdiv JUBILEE TRACT | Subdiv# 2800 |
| Parcel# | 162-01-110-017 | YrBuilt 1954/RE | |
| List Agent: | Kenny Lin/230338 | List Broker: | Investpro Realty/INPR |
| License #: | S.0172460 | | |

PROPERTY INFORMATION

| | | | | | | | | | |
|----------------|--|----------------|-------|------------|-------|----------|--------|-------------------|---|
| Bld Type | TRIPLEX | Appx Bldg SqFt | 2,167 | #Acres +/- | 0.190 | Lot Dim | 70x120 | Total Units | 3 |
| Cost/Un | | | | | | Lot SqFt | 8,276 | # Furnished Units | |
| Dir | From Charleston and Eastern, Go south on Eastern, Left on Houston to property on the right-hand side. | | | | | | | | |
| Public Remarks | No HOA Fees! BRAND NEW Air Conditioning Unit! Excellent Investment for a single story three unit building! Very cozy for tenants and just walking distance to shopping, park, retail, etc! Fresh two tone paint to all three units! New flooring, upgraded kitchen, and bathrooms! Don't miss it! | | | | | | | | |
| Ag/Ag Remarks | Total rent about \$1,800/month. Please make offers subject to home inspection, PLEASE DO NOT bother tenants in Unit#A & B. Unit #C now is Vacant. GLVAR forms, please! Pre-Approval or POF with the offer. Unit#B&C are brand new central A/C, unit#A is brand new window A/C unit. Pending Cancellation of existing escrow. Agents to verify all information. Thanks for selling! | | | | | | | | |

INCOME INFORMATION

| | | | | | | | | |
|------------------------------|----------|---|-----------------|---|---------|---|-----|---|
| Yrly Oper Income | \$22,200 | + | Yrly Oth Income | - | Vacancy | = | GOI | - |
| Yrly Oper Expense | \$2,107 | = | NOI | | | | | |
| Cap Rate | | | | | | | | |
| Gross Rent Multiplier | | | | | | | | |
| Yearly Other Income Includes | NONE | | | | | | | |

OPERATING EXPENSE INFORMATION

| | | | | | | | |
|------------------|------------------|----------------------------|-----------|-------------|-----------|--------------------|------|
| RE Taxes | \$730 | Prop Ins | | Managmnt | | Maintenance | |
| Utilities | | Utils Incl | | | | Trash | |
| Contract Sv Incl | | | | Exp Sourc | MGMTCO | Package Available | |
| Association Fee | N | AsscFee1 | | Assoc Incl | | | |
| Earn Dep | \$3,500 | Cash Assm | | | | Assessed Lnd/Imprv | |
| Owner Will Carry | | Current Loan(s) Assumable? | | | | Other Encumbrance | NONE |
| Finance Consid | CASH, CONV | | | | | Subject to FIRPTA? | N |
| 2 Bedroom | #Units 3-Triplex | Rent/UN \$625 | #1 Bath 1 | #1.5 Bath 0 | #2 Bath 0 | Avg SF | 1 |
| 2 Bedroom | #Units 3-Triplex | Rent/UN \$625 | #1 Bath 1 | #1.5 Bath 0 | #2 Bath 0 | Avg SF | 1 |
| 1 Bedroom | #Units 3-Triplex | Rent/UN \$550 | #1 Bath 1 | #1.5 Bath 0 | #2 Bath 0 | Avg SF | 1 |

RENTAL EXPENSE INFORMATION

| | | | |
|------------|------------------|--------------|--|
| Ten Pays | ELEC, GAS, WATER | Restrictions | |
| Rent Terms | | | |

BUILDING INFORMATION AND AMENITIES

| | | | | | | | |
|---------------------------|---|---------|---|------------------|---|---------|--------|
| Total #Bldgs | 1 | #Floors | 1 | Handicap Adapted | N | Roof | COMPOS |
| Flooring | CERAMIC, WOOD | | | | | Constr | STUCCO |
| Total # of Parking Spaces | | | | | | Parking | |
| Appliances | DISHWSH, DRYER, FANHOOD, RANGE OV, REFRIG, WASHER | | | | | | |
| Furniture Included? | | | | | | | |
| Unit Amens | BLINDS, ENCLYRD | | | | | | |
| Complex Amens | NONE | | | | | | |

UTILITIES INFORMATION

| | | | | | |
|----------|-----------------|-----------|-----------|-------|--------|
| Heat Sys | CENTRAL, OTHER | HtFuel | ELEC | Water | PUBLIC |
| Cool Sys | CENTRAL, WINDOW | Sep Meter | ELEC, GAS | Sewer | PUBLIC |

VOW/FINANCIAL/LISTING OFFICE INFORMATION

| | | | | | | | | | | | | | |
|------------|--------------------------------|-----------------|-----------------------|----------|---|------------------|-------------------|----------------|--------|----------|---|------------|---|
| Short Sale | N | Foreclo | N | Repo/REO | N | Internet | Y | Public Address | Y | AVM | Y | Commentary | N |
| Lockbox | M | LockboxLocation | Front door | | | NOD | | | | | | | |
| L/Agent | Kenny Lin | L/APH | 702-726-0000 | | | TempOffMktStatus | | T Status Date | | | | | |
| | S.0172460 | | | | | REALTOR | Y | AgtOwnshpInt | | | | | |
| Office | Investpro Realty | OffcPh | 702-997-3832 | | | Bonus SO | No | CoOp | 3.000% | Flat Fee | | | |
| Off Add | 3553 Valley View Dr, Las Vegas | 89103 | | | | BrokerName | Joyce A Nickrandt | Vr | N | Ex | N | | |
| Agt Fax # | (702) 997-3836 | Email | zhong.kenny@gmail.com | | | PhotExcl | | VTour | Y | OwnLic | N | | |

| | | | | | |
|-------------|------------------------|--------------|-----------|-----------------------|------------|
| TeamContact | | TeamContPh | | TeamEmail | |
| Kenny Lin | | 702-726-0000 | | zhong.kenny@gmail.com | |
| Resident | ResPh | Occup | | AuctTyp | ListDt |
| Showing | KEYANY | GateCode | Act DOM | AuctDt | 08/02/2017 |
| ContDesc | ComboLB | 0296 | GateCode2 | OrigListPrice | ExpDt |
| | | | | | 10/31/2017 |
| | | | | | WD |
| | | | | | |

CONTINGENT/PENDING/SOLD INFORMATION:

| | | | | | | | |
|-----------------------|------------|----------------|------------|--------------------|--|--------------|-----------|
| Accept/Date | 08/14/2017 | EstClo/Date | 01/31/2018 | DaysListingtoClose | 136 days | Orig L.Price | \$199,888 |
| Sold Terms | CASH | ActClo/Date | 12/16/2017 | BuyersAgtPublicID | 233606 | Sale Price | \$200,000 |
| Sellers Contrib | \$0 | Prop Condition | GOOD | Buyer Broker | INPR | SP/SqFt | \$92 |
| OwnrCarry | | Days On Market | 14 | Broker Office | Investpro Realty, 3553 Valley View Dr, Las Vegas | | |
| Auction Buyer Premium | | Down Payment: | \$5,000 | | 89103 | | |

EXHIBIT B

EXHIBIT B



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 08/11/17

Marie Zhu ("Buyer"), hereby offers to purchase
2132 HOUSTON DR ("Property"), within the
city or unincorporated area of LAS VEGAS, County of CLARK, State of Nevada,
Zip 89104, A.P.N. # 162-01-110-017 for the purchase price of \$ 200,000.00
(Two Hundred Thousand dollars) ("Purchase Price") on the terms and conditions
contained herein: BUYER ☐ does -OR- ☒ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 5,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is ☒ presented with this offer -OR- ☐ Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) or 2 business days if wired to: ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, -OR- ☐ Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ 0.00 B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) The additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

\$ 150,000.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:
☒ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify)

\$ 0.00 D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify)
Interest: ☐ Fixed rate, years -OR- ☐ Adjustable Rate, years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.

\$ 0 E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM" which is attached hereto.

\$ 45,000.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 200,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within 2 business days of Acceptance, Buyer agrees to (1) submit a

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: [Signature]

SELLER(S) INITIALS: [Signature]

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completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. APPRAISAL CONTINGENCY: Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than 14 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

C. LOAN CONTINGENCY: Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 21 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

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

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

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

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

The following additional items of personal property: _____

5. ESCROW:

A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

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BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CN

1 ("Opening of Escrow"), at Nevada Title title or escrow company ("Escrow Company" or
2 "ESCROW HOLDER") with Michele Eaton ("Escrow Officer") (or such other escrow officer as
3 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
4 Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and
5 the Escrow Number.

6
7 **B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
8 this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

9
10 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on or before:
11 30 days upon acceptance (date). If the designated date falls on a weekend or holiday, COE shall be the next business
12 day.

13
14 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW
15 HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction
16 and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this
17 information to the Internal Revenue Service after COE in the manner prescribed by federal law.

18
19 **6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and
20 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase
21 price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate
22 marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

23
24 **7. BUYER'S DUE DILIGENCE:** Buyer's obligation is not is not not conditioned on the Buyer's Due Diligence as
25 defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative,
26 Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 14 calendar days from Acceptance (as
27 defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence.
28 Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's
29 investigations and through the close of escrow.

30
31 **A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such
32 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
33 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
34 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
35 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
36 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/
37 non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning,
38 water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors
39 or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors.
40 Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at
41 Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not
42 apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross
43 negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to
44 consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools;
45 proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire
46 protection; other governmental services; existing and proposed transportation; construction and development; noise or odor
47 from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection
48 report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and
49 telephone number of the inspector.

50
51 **B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer's sole
52 discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence
53 Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller,
54 whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of
55 further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in

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Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

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6 **Buyer's Initials** **Buyer's Initials**

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

19
20 **E. CERTIFICATIONS:** In the event an inspection reveals areas of concern with the roof, septic system, well,
21 wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a
22 certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions, to the
23 contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

33 **8. FEES, AND PRORATIONS** (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50,
34 **WAIVED or N/A.**)
35

38
39 **B. PRORATIONS:** Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments
40 on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the
41 date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be

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credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

D. LENDER AND CLOSING FEES: In addition to Seller's expenses identified herein, Seller will contribute \$ 0 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☒ including **—OR—** ☐ excluding costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

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

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

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

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

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

| <u>Type</u> | <u>Paid By</u> | <u>Type</u> | <u>Paid By</u> | <u>Type</u> | <u>Paid By</u> |
|--------------|----------------|--------------------------|----------------|-------------------|----------------|
| CIC Demand | seller | CIC Capital Contribution | seller | CIC Transfer Fees | seller |
| Other: _____ | | | | | |

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

Buyer's Name: Marie Zhu

BUYER(S) INITIALS:

Property Address: 2132 HOUSTON DR

SELLER(S) INITIALS:

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

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

12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

13. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of the Property within 3 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.**

14. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than ☒ **COE** ☐ **OR** ☐ _____. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

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

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

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

18. DEFAULT:

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

BUYER(S) INITIALS: MZ **SELLER(S) INITIALS:** CW

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

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BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

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

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

Instructions to Escrow

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

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

Brokers

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

22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all

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Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

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BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. DEFINITIONS: "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.

24. SIGNATURES, DELIVERY, AND NOTICES:

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

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

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

26. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

Rev. 06/17

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BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CV

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shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

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

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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27. **ADDENDUM(S) ATTACHED:** _____

28. **ADDITIONAL TERMS:** _____

Buyer's Acknowledgement of Offer

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

| | |
|--|--|
| Buyer's Broker: <u>Joyce Nickrandt</u> | Agent's Name: <u>Liwei Helen Chen</u> |
| Company Name: <u>Investpro Realty</u> | Agent's License Number: <u>S.0175520</u> |
| Broker's License Number: <u>B0144660</u> | Office Address: <u>3553 VALLEY VIEW BLVD</u> |
| Phone: <u>702-997-3832</u> | City, State, Zip: <u>LAS VEGAS NV 89103</u> |
| Fax: <u>702-997-3836</u> | Email: <u>helen0510c@gmail.com</u> |

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

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

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

Seller must respond by: 5 (☐AM☒PM) on (month) August, (day) 12, (year) 2017. Unless this

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

Buyer's Name: Marie Zhu
Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ
SELLER(S) INITIALS: CW

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Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.


Marie Zhu
Marie Zhu
08/11/2017 2:23 PM ☐ AM ☐ PM
 Buyer's Signature Buyer's Printed Name Date Time

 Buyer's Signature Buyer's Printed Name Date Time ☐ AM ☐ PM

Seller's Response

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

Seller's Broker: Joyce Nickrandt Agent's Name: Kenny Lin
 Company Name: Investpro Realty Agent's License Number: S.0172460
 Broker's License Number: _____ Office Address: 3553 Valley View Dr
 Phone: 702-997-3832 City, State, Zip: Las Vegas NV 89103
 Fax: 866-782-3075 Email: zhong.kenny@gmail.com

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

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

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


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

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

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

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

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


TKNR Inc
08/11/2017 10:24 PM ☐ AM ☐ PM
 Seller's Signature Seller's Printed Name Date Time

 Seller's Signature Seller's Printed Name Date Time ☐ AM ☐ PM

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

Buyer's Name: Marie Zhu BUYER(S) INITIALS: MZ
 Property Address: 2132 HOUSTON DR SELLER(S) INITIALS: CW

Rev. 06/17

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Case # A-18-785917-C

EXHIBIT C

EXHIBIT C



SELLER'S REAL PROPERTY DISCLOSURE FORM

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

Date August 2nd, 2017

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

Property address 2132 HOUSTON DR LASVEGAS NV 89104

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

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

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

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

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

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

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

Co
Seller(s) Initials

MZ

Buyer(s) Initials

Property conditions, improvements and additional information:

Are you aware of any of the following?:

YES NO N/A

1. Structure:

- (a) Previous or current moisture conditions and/or water damage? ☐ YES ☒ NO
- (b) Any structural defect? ☐ YES ☒ NO
- (c) Any construction, modification, alterations, or repairs made without required state, city or county building permits? ☒ YES ☒ NO
- (d) Whether the property is or has been the subject of a claim governed by NRS 40.600 to 40.695 (construction defect claims)? ☐ YES ☒ NO
- (If seller answers yes, FURTHER DISCLOSURE IS REQUIRED)

2. Land / Foundation:

- (a) Any of the improvements being located on unstable or expansive soil? ☐ YES ☒ NO
- (b) Any foundation sliding, settling, movement, upheaval, or earth stability problems that have occurred on the property? ☐ YES ☒ NO
- (c) Any drainage, flooding, water seepage, or high water table? ☐ YES ☒ NO
- (d) The property being located in a designated flood plain? ☐ YES ☒ NO
- (e) Whether the property is located next to or near any known future development? ☐ YES ☒ NO
- (f) Any encroachments, easements, zoning violations or nonconforming uses? ☐ YES ☒ NO
- (g) Is the property adjacent to "open range" land? ☐ YES ☒ NO
- (If seller answers yes, FURTHER DISCLOSURE IS REQUIRED under NRS 113.065)

3. Roof: Any problems with the roof? ☐ YES ☒ NO**4. Pool/spa:** Any problems with structure, wall, liner, or equipment? ☐ YES ☒ NO**5. Infestation:** Any history of infestation (termites, carpenter ants, etc.)? ☐ YES ☒ NO**6. Environmental:**

- (a) Any substances, materials, or products which may be an environmental hazard such as but not limited to, asbestos, radon gas, urea formaldehyde, fuel or chemical storage tanks, contaminated water or soil on the property? ☐ YES ☒ NO
- (b) Has property been the site of a crime involving the previous manufacture of Methamphetamine where the substances have not been removed from or remediated on the Property by a certified entity or has not been deemed safe for habitation by the Board of Health? ☐ YES ☒ NO

7. Fungl / Mold: Any previous or current fungus or mold? ☐ YES ☒ NO**8. Any features of the property shared in common with adjoining landowners such as walls, fences, road, driveways or other features whose use or responsibility for maintenance may have an effect on the property?** ☐ YES ☒ NO**9. Common Interest Communities:** Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowner association which has any authority over the property? ☐ YES ☒ NO

- (a) Common Interest Community Declaration and Bylaws available? ☐ YES ☒ NO
- (b) Any periodic or recurring association fees? ☐ YES ☒ NO
- (c) Any unpaid assessments, fines or liens, and any warnings or notices that may give rise to an assessment, fine or lien? ☐ YES ☒ NO
- (d) Any litigation, arbitration, or mediation related to property or common area? ☐ YES ☒ NO
- (e) Any assessments associated with the property (excluding property taxes)? ☐ YES ☒ NO
- (f) Any construction, modification, alterations, or repairs made without required approval from the appropriate Common Interest Community board or committee? ☐ YES ☒ NO

10. Any problems with water quality or water supply? ☐ YES ☒ NO**11. Any other conditions or aspects of the property which materially affect its value or use in an adverse manner?** ☐ YES ☒ NO**12. Lead-Based Paint:** Was the property constructed on or before 12/31/77? ☒ YES ☐ NO

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

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

If Community Well: State Engineer Well Permit # _____

Revocable ☐ Permanent ☐ Cancelled ☐

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

14. Conservation Easements such as the SNWA's Water Smart Landscape Program: Is the property a participant? ☐ YES ☒ NO**15. Solar panels:** Are any installed on the property? ☐ YES ☒ NOIf yes, are the solar panels: Owned ☐ Leased ☐ or Financed ☐**16. Wastewater disposal:** Municipal Sewer ☒ Septic System ☐ Other ☐**17. This property is subject to a Private Transfer Fee Obligation?** ☐ YES ☒ NO

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

Seller(s) Initials

Buyer(s) Initials

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

one of the unit has brand new kitchen cabinet installed
 all 3 Units has brand new AC installed within 3 months.
 all 3 bathrooms are redone within 2 years.
 sprinkler for landscaping doesn't work, all pipes are broken;
 please consider that there are no sprinkler system.
 AC units are installed by Licensed contractor, all other work
 are done by owner's handyman.
 owner never reside in the property, and never ~~there~~ visited
 the property.


 Seller(s) Initials


 Buyer(s) Initials

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

CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE

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

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

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

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

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

(Added to NRS by 1995, 844)

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

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

(Added to NRS by 1995, 842)

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

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

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

Seller(s) Initials

Buyer(s) Initials

Nevada Real Estate Division
Replaces all previous versions

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Seller Real Property Disclosure Form 547
Revised 07/25/2017

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Instant Forms

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

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

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

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

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

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

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

(Added to NRS by 1999, 1446)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller(s): T K R Inc Date: 8/7/17

Seller(s): [Signature] Date: 8/7/17

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

Buyer(s): Marie Zhu Date: 08/21/2017

Buyer(s): 8/21/2017 7:26:20 PM PDT Date: _____

EXHIBIT D

EXHIBIT D



K L <zhong.kenny@gmail.com>

Fwd: 2132 Houston Dr

2 messages

Helen Chen <helen0510c@gmail.com>
To: Joyce Nickranbt <investprocommercial@gmail.com>
Cc: Kenny Lin <zhong.kenny@gmail.com>

Thu, Dec 20, 2018 at 10:59 AM

----- Forwarded message -----

From: **Helen Chen** <helen0510c@gmail.com>
Date: Tue, Sep 5, 2017 at 3:43 PM
Subject: 2132 Houston Dr
To: <frankmiao@yahoo.com>, Michael Perry <swf.mperry@gmail.com>

Hi Frank and Marie,
Please note that seller agree the rest of terms and request to add the below term on the contract:
"Buyer agree to pay the difference in cash if appraisal come in lower than purchase price, not to exceed purchase price of \$200k"

I just send you the docs, please review and sign if you are agree. Thank you!
(Per buyer's request will waive licensed home inspector to do the home inspection)

Sincerely,



Helen Chen
Cell: 702-970-7777
Office: 702-997-3832
Email: helen0510c@gmail.com
3553 S. Valley View Blvd
Las Vegas, NV 89103
www.investprorealty.net



Helen Chen <helen0510c@gmail.com>
To: Joyce Nickranbt <investprocommercial@gmail.com>
Cc: Kenny Lin <zhong.kenny@gmail.com>

Thu, Dec 20, 2018 at 10:59 AM

----- Forwarded message -----

From: **Helen Chen** <helen0510c@gmail.com>
Date: Tue, Sep 5, 2017 at 5:07 PM
Subject: Re: 2132 Houston Dr
To: <frankmiao@yahoo.com>, Michael Perry <swf.mperry@gmail.com>

Hi Michael,
Please see attached executed cancellation addendum and new purchase agreement. Thank you!

Sincerely,

0524

**Helen Chen**

Cell: 702-970-7777

Office: 702-997-3832

Email: helen0510c@gmail.com

3553 S. Valley View Blvd

Las Vegas, NV 89103

www.investprorealty.net

On Tue, Sep 5, 2017 at 3:43 PM, Helen Chen <helen0510c@gmail.com> wrote:

Hi Frank and Marie,

Please note that seller agree the rest of terms and request to add the below term on the contract:

"Buyer agree to pay the difference in cash if appraisal come in lower than purchase price, not to exceed purchase price of \$200k"

I just send you the docs, please review and sign if you are agree. Thank you!

(Per buyer's request will waive licensed home inspector to do the home inspection)

Sincerely,

**Helen Chen**

Cell: 702-970-7777

Office: 702-997-3832

Email: helen0510c@gmail.com

3553 S. Valley View Blvd

Las Vegas, NV 89103

www.investprorealty.net

2 attachments**Cancellation Addendum.pdf**

159K

**New Residential_Purchase_Agreement__Rev_06_17_.pdf**

628K

EXHIBIT E

EXHIBIT E



ADDENDUM NO. 1 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Marie Zhu
as Buyer(s) and TKNR INC
as Seller(s), dated 08/11/17
covering the real property at 2132 HOUSTON DR LASVEGAS NV 89104
, the ☒ Buyer ☐ Seller hereby proposes that the Purchase

Agreement be amended as follows:

1. Buyer and Seller both agree to cancel purchase agreement and cancel escrow immediately.
2. Buyer to release EMD to seller immediately.

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

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

☒ Buyer ☐ Seller Marie Zhu 09/05/2017
Date

☐ Buyer ☐ Seller _____ Time

Acceptance: [Signature] 09/05/2017
☐ Buyer ☒ Seller _____ Date

☐ Buyer ☐ Seller _____ Time
4:52 PM

Prepared by: Liwei Helen Chen _____
Agent's Printed Name Phone

Addendum to Purchase Agreement 9/12

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This form presented by Liwei Chen | Investpro Realty | 702-997-3832 | Helen0510C@gmail.com

InstantFORMS™

0527

EXHIBIT F

EXHIBIT F



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 09/05/17

Marie Zhu ("Buyer"), hereby offers to purchase
2132 HOUSTON DR ("Property"), within the
city or unincorporated area of LAS VEGAS, County of CLARK, State of Nevada,
Zip 89104, A.P.N. # 162-01-110-017 for the purchase price of \$ 200,000.00
(Two Hundred Thousand dollars) ("Purchase Price") on the terms and conditions
contained herein: BUYER ☐ does **-OR-** ☒ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 500.00 **A. EARNEST MONEY DEPOSIT ("EMD")** is ☐ presented with this offer **-OR-** ☒ will wire to
escrow upon acceptance. Upon Acceptance, Earnest Money to be
deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) or 2
business days if wired to: ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, **-OR-** ☐ Seller's Broker's
Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000
fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ 0.00 **B. ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) _____. The
additional deposit ☐ will **-OR-** ☐ will not be considered part of the EMD. (Any conditions on the additional
deposit should be set forth in Section 28 herein.)

\$ 150,000.00 **C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:**
☒ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____.

\$ 0.00 **D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE**
FOLLOWING EXISTING LOAN(S):
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____.
Interest: ☐ Fixed rate, _____ years **-OR-** ☐ Adjustable Rate, _____ years. Seller further agrees to
provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
within FIVE (5) calendar days of acceptance of offer.

\$ 0.00 **E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS**
IN "FINANCING ADDENDUM" which is attached hereto.

\$ 49,500.00 **F. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to
Close of Escrow ("COE").

\$ 200,000.00 **G. TOTAL PURCHASE PRICE.** (This price DOES NOT include closing costs, prorations, or other fees
and costs associated with the purchase of the Property as defined herein.)

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within 2 business days of Acceptance, Buyer agrees to (1) submit a

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

Buyer's Name: Marie Zhu

BUYER(S) INITIALS: MZ

Property Address: 2132 HOUSTON DR

SELLER(S) INITIALS: CW

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completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. APPRAISAL CONTINGENCY: Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than 7 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

C. LOAN CONTINGENCY: Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 0 calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

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

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

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

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

The following additional items of personal property: _____

5. ESCROW:

A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement

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

Buyer's Name: Marie Zhu
Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ
SELLER(S) INITIALS: CW

("Opening of Escrow"), at National Title title or escrow company ("Escrow Company" or "ESCROW HOLDER") with Lynnette Marrujo ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and the Escrow Number.

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

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on or before: 09/22/17 (date). If the designated date falls on a weekend or holiday, COE shall be the next business day.

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

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

7. BUYER'S DUE DILIGENCE: Buyer's obligation is is not MZ conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 0 calendar days from Acceptance (as defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence. Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's investigations and through the close of escrow.

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

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

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

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writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

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

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

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

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

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

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

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

A. TITLE, ESCROW & APPRAISAL FEES:

| Type | Paid By | Type | Paid By | Type | Paid By |
|----------------------------|---------|-----------------------|---------|----------------------|---------|
| Escrow Fees | 50/50 | Lender's Title Policy | Buyer | Owner's Title Policy | Seller |
| Real Property Transfer Tax | Seller | Appraisal | Buyer | Other: | |

B. PRORATIONS: Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CN

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credited to the Buyer. All proration will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

D. LENDER AND CLOSING FEES: In addition to Seller's expenses identified herein, Seller will contribute \$ 5000 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☒ including ~~OR~~ ☐ excluding costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

E. HOME PROTECTION PLAN: Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer ☒ waives ~~OR~~ ☐ requires a Home Protection Plan with N/A. ☒ Seller ~~OR~~ ☐ Buyer will pay for the Home Protection Plan at a price not to exceed \$ 0. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans.

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

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

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

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

| Type | Paid By | Type | Paid By | Type | Paid By |
|--------------|---------|--------------------------|---------|-------------------|---------|
| CIC Demand | Seller | CIC Capital Contribution | Seller | CIC Transfer Fees | Seller |
| Other: _____ | | | | | |

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

Buyer's Name: Marie Zhu
Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ
SELLER(S) INITIALS: CW

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

☒ **Seller Real Property Disclosure Form:** (NRS 113.130) ☐ **Open Range Disclosure:** (NRS 113.065)

☐ **Construction Defect Claims Disclosure:** If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real Property Disclosure Form (NRS 40.688)

☒ **Lead-Based Paint Disclosure and Acknowledgment:** required if constructed before 1978 (24 CFR 745.113)

☐ **Other:** (list) _____

12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

13. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of the Property within 3 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.**

14. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than COE -OR- _____. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

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

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

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

18. DEFAULT:

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

BUYER(S) INITIALS: MZ / _____ SELLER(S) INITIALS: CW / _____

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

Buyer's Name: Marie Zhu
Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ
SELLER(S) INITIALS: CW

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

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

Instructions to Escrow

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

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

Brokers

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

22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all

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

Buyer's Name: Marie Zhu

BUYER(S) INITIALS: MZ

Property Address: 2132 HOUSTON DR

SELLER(S) INITIALS: CN

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claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. DEFINITIONS: "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.

24. SIGNATURES, DELIVERY, AND NOTICES:

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

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

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

26. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

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shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

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

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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27. **ADDENDUM(S) ATTACHED:** _____

28. **ADDITIONAL TERMS:**

Buyer agree to pay the difference in cash if appraisal come in lower than purchase price, not to exceed purchase price of \$200k.

Buyer's Acknowledgement of Offer

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

Buyer's Broker: Joyce Nickrandt
 Company Name: Investpro Realty
 Broker's License Number: B0144660
 Phone: 702-997-3832
 Fax: 702-997-3836

Agent's Name: Liwei Helen Chen
 Agent's License Number: S.0175520
 Office Address: 3553 VALLEY VIEW BLVD
 City, State, Zip: LAS VEGAS NV 89103
 Email: helen0510c@gmail.com

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

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

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

Seller must respond by: 5 (☐AM☒PM) on (month) September, (day) 6, (year) 2017. Unless this

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

Buyer's Name: Marie Zhu
 Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

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Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.


 Buyer's Signature _____ Marie Zhu Buyer's Printed Name _____ 09/05/2017 4:05 PM ☐ AM ☐ PM
 Date Time
 _____ ☐ AM ☐ PM
 Buyer's Signature _____ Buyer's Printed Name _____ Date Time

Seller's Response

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

Seller's Broker: Joyce Nickrandt Agent's Name: Liwei Helen Chen
 Company Name: Investpro Realty Agent's License Number: S.0172460
 Broker's License Number: B0144660 Office Address: 3553 Valley View Dr
 Phone: _____ City, State, Zip: Las Vegas NV 89103
 Fax: 866-782-3075 Email: zhong.kenny@gmail.com

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

☒ **DOES NOT** have an interest in a principal to the transaction. -OR-
☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) -OR- ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship) _____


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

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

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

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

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


 Seller's Signature _____ TKNR INC Seller's Printed Name _____ 09/05/2017 4:53 PM ☐ AM ☐ PM
 Date Time
 _____ ☐ AM ☐ PM
 Seller's Signature _____ Seller's Printed Name _____ Date Time

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

Buyer's Name: Marie Zhu BUYER(S) INITIALS: MZ
 Property Address: 2132 HOUSTON DR SELLER(S) INITIALS: CN



ADDENDUM NO. 1 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Marie Zhu
as Buyer(s) and TKNR INC
as Seller(s), dated 09/05/17
covering the real property at 2132 HOUSTON DR LASVEGAS NV 89104
, the ☒ Buyer ☐ Seller hereby proposes that the Purchase

Agreement be amended as follows:

1. buyer and seller agree to extend the COE to 1/5/18.
2. buyer to make an immediate additional deposit of \$60,000 (sixty thousand dollars) to escrow , and the escrow to release the entire \$60,000 (sixty thousands dollars) to seller immediately, and become non-refundable. If this transfer is not completed within 48 hours of execution of this addendum , this addendum will become invalid immediately, either buyer and seller have any obligations to each other.
3. Total of \$60,000 will be applied to purchase price as buyer's credit at COE. All other terms on the existing RPA and addendum to stay the same and effective .
4. Buyer also agree to pay for the rent on one of 2 bedroom unit at the rate of \$650 per month until seller place a tenant in the unit , the rent will be paid by buyer to seller at successful COE . in the event that seller place a tenant in the unit , buyer will no longer be paying the rent to seller , and buyer will pay \$800 tenant placement fee (leasing fee) to current PM immediately, which is none refundable and to be prorated at successful COE.
5. Time is essence on this addendum.
6. Seller has the right to cancel the escrow without any obligation to the buyer only if the buyer fails to close the escrow for any reason what so ever by Jan 5th, 2018.
7. Buyer agrees to hold harmless against the seller, listing agent and its broker, selling agent and its broker if the buyer fails the close by Jan 5th, 2018 per RPA and this addendum.

Authentisign
Joyce Nickrandt
witness 9/20/2017 7:48:07 PM PDT

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

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

| | |
|---|-----------------------------------|
| <p style="text-align: center;">Authentisign <u>Marie Zhu</u> <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller 9/5/2017 7:48:07 PM PDT</p> | <p><u>09/26/2017</u> Date</p> |
| <p><input type="checkbox"/> Buyer <input type="checkbox"/> Seller</p> | <p><u>7:48 PM</u> Time</p> |
| <p>Acceptance:</p> | |
| <p style="text-align: center;">Authentisign <u>[Signature]</u> <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller 9/27/2017 11:06 AM PDT</p> | <p><u>09/27/2017</u> Date</p> |
| <p><input type="checkbox"/> Buyer <input type="checkbox"/> Seller</p> | <p><u>11:06 AM</u> Time</p> |

Prepared by: Liwei Helen Chen
Agent's Printed Name

Phone _____

Addendum to Purchase Agreement 9/12

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ADDENDUM NO. 2
TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by _____ Marie Zhu
_____ as Buyer(s) and _____ TKNR INC
_____ as Seller(s), dated _____ 09/05/17
covering the real property at _____ 2132 HOUSTON DR _____ LASVEGAS NV 89104
_____, the ☒ Buyer ☐ Seller hereby proposes that the Purchase
Agreement be amended as follows:
1. Buyer's name amend to WLAB INVESTMENT GROUP LLC

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

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

GNING. 12/12/2017
 [*Marie Zhu*]
 [☒ Buyer] [☐ Seller] 12/12/2017 4:39:33 PM PST Date

☐ Buyer
 ☐ Seller
 1:39 PM

Acceptance:  12/12/2017

☐ Buyer ☒ Seller

12/12/2017 2:45:12 PM PST

Date

☐ Buyer
 ☐ Seller
 2:45 PM

Prepared by: Liwei Helen Chen _____
Agent's Printed Name Phone

Addendum to Purchase Agreement 9/12

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EXHIBIT G

EXHIBIT G

Neil D. Opfer

Opfer Construction & Review [OPCOR] Group, LLC
NV B-2 License #0048965
1920 Placid Ravine
Las Vegas, Nevada 89117

opfern@yahoo.com
(702) 341-5828 (office)
(702) 895-4047 (alt. office)
(702) 523-2738 (mobile)

November 30, 2020

REPORT

Mr. Michael B. Lee, Esq.
Principal
Michael B. Lee, PC Law Firm
1820 East Sahara Avenue – Suite 110
Las Vegas, Nevada 89104

**RE: WLAB Investment, LLC v. TKNR, Inc., et al.
Triplex Property
2132 Houston Drive, Las Vegas, Nevada 89104
Construction Defect Issues
Case No.: A-18-785917-C**

Dear Mr. Lee:

ASSIGNMENT:

We were assigned to perform a site investigation and analysis of the existing Triplex Property at 2132 Houston Drive, Las Vegas, Nevada 89104. This Triplex Property originally built in 1954 had been sold in August 2017 to the Plaintiff by the Defendants. Subsequent to this sale, the Plaintiff has alleged a number of construction defects with the subject Property. While the Defendants owned the Property a minor amount of remodeling work had taken place with the Property with finishing work such as tile work, cabinetry, and painting. In addition, a new HVAC system was installed with package roof-mounted heat pumps.

My opinions along with the bases and reasons therefore regarding this issue are set forth below. As a supplement to the report, I have attached my resume, curriculum vitae containing my qualifications including a list of all publications I have authored during the past ten years-plus, and my best attempt at listing other cases in which I have testified as an expert at trial (past ten-plus years) or by deposition during the past ten-plus years. It is my understanding that there may be other experts in the subject litigation that are preparing their own reports or that may be deposed

in this case. I plan to supplement this preliminary report as necessary based on my review of such reports or depositions, and am available to consider and evaluate additional issues as necessary and requested by your office.

ISSUES AND DISCUSSION:

This writer conducted a site examination and inspection on November 17, 2020 at the Triplex Property, 2132 Houston Drive, Las Vegas, Nevada 89104 with, of course, yourself and Mr. Kenny Lin of InvestPro Realty plus a representative of the Plaintiff and Plaintiff's attorney. Photo CDs/index prints from this site visit have been forwarded to your office. Interior access, as you know, was only available to one unit of the three units of the Triplex as this was an empty unit and the residents of the other two units were not there. This was despite the fact that an agreed-upon time of 3:00PM had been previously set for inspection of the Triplex which included interior inspections. Apparently the Plaintiff's representative there at the time could not allow us interior access to the other two units. This writer was able to access the roof and exterior for all three units. The Triplex (three units included) totals approximately 2167 square feet based on provided information.

This writer has been provided with a number of documents in this case including the sales agreement and related disclosures. In addition, this writer has been provided with the Report of Mr. Sani (hereinafter Sani Report) who was retained by the Plaintiffs in this dispute. A listing of supplied information is included as Exhibit 1 to this Report. In addition, this writer conducted a search for the Property on Zillow Las Vegas which had 34 Photographs stamped from GLVAR (Greater Las Vegas Association of Realtors) in 2017 which depicted the Property prior to sale. Also, a search of Google Maps provided street views of the Property from February 2020.

Residence Construction In 1954:

As noted above, the Triplex Property was built in 1954 which makes the Property 63 years old at the time of sale to the Plaintiff (2017 – 1954 = 63 years old). This means that the Property would have been built under the 1952 Edition of the Uniform Building Code and other associated building codes with their respective editions in effect at the time such as the National Electrical Code and

Uniform Plumbing Code. It is unknown to this writer as to subsequent work that took place on this Triplex in the intervening 63 years prior to 2017 except for the minor remodeling work done by the Defendants and the new HVAC system prior to sale.

Building Permits Not Required For Finishing Work:

Contra to the assertions contained in the Sani Report, not all remodel work or construction work requires a building permit. Both the Uniform Building Code (UBC) in effect in the City of Las Vegas until mid-2004 and the successor to the UBC, the International Building Code and International Residential Code have lists of work not requiring building permits. The City of Las Vegas Building Department has published a “When Do I Need A Permit? A Homeowners Guide” for residential work not requiring permits. The complete guide is attached to this Report as Exhibit

1. An excerpt of this Guide is reprinted below as Figure 1 and continued on the next page with **bolding** and **red-color adds** as necessary.

HOMEOWNERS AND PERMITS – WHAT CAN I DO WITHOUT A PERMIT?

There are numerous things you can do to your house that do not require permits. **Permits are NOT required for the following:**

Building Improvements

1. Non-habitable one-story detached accessory structures (storage structures, playhouses, etc.) provided the floor area does not exceed 200 square feet, provided there are no electrical, plumbing or mechanical improvements or additions;
2. Fences not over 2 feet high, unless required for barriers around swimming pools (a swimming pool barrier is required for any swimming pool, hot tub, spa or similar structure intended for swimming, recreational bathing or immersion that contains water over 4 feet depth and constructed after November 21, 1990);
3. Retaining walls that are not over 2 feet in height measured from the bottom of the footing to the top of the wall unless supporting a surcharge;
4. Private concrete sidewalks, slabs, and driveways not more than 30 inches above adjacent grade and not over any basement or story below; an offsite permit is needed if the ANY portion of the driveway is in the public right-of-way;
- 5. Painting, papering, tiling, carpeting, cabinets, countertops, interior wall, floor or ceiling covering, re-grouting tile, and similar finish work;**
6. Prefabricated swimming pools where the pool walls are entirely above the adjacent grade. However, barrier requirements are not exempt;
7. Swings and other playground equipment accessory to a one- or two-family dwelling;
8. Gutters and downspouts;
9. Door and window replacements (where no structural member is altered or changed).

Figure 1 City of Las Vegas Building Department “When Do I Need A Permit? A Homeowners Guide”

HOMEOWNERS AND PERMITS – WHAT CAN I DO WITHOUT A PERMIT?

There are numerous things you can do to your house that do not require permits. **Permits are NOT required for the following: (continued)**

Electrical Improvements

1. To remove and replace broken or damaged electrical outlets (like for like only). However, permits are required to install, upgrade or change outlets for decorative purposes. If a GFCI protected outlet is required by code, a permit is required;
2. To replace defective breakers (like for like only);
3. To replace light bulbs and fluorescent tubes;
4. To replace an existing garbage disposal, dishwasher, or similar appliance of 30 amps or less;
5. To install low voltage wiring for garage door openers, cable TV, or burglar alarms;
6. To install phone outlets (wire must be listed type wire);
7. To install CATV – Community Access TV (wire must be listed type wire);
8. To replace an existing door bell.

Plumbing Improvements

1. Repair/replace a sink;
2. Repair/replace a toilet;
3. Repair/replace a faucet (if not concealed in a wall);
4. Resurfacing Shower walls;
5. Repair/replace Shower heads;
6. Repair/replace Rain Gutters and Downspouts;
7. Add to or alter an irrigation system with an approved back flow device;
8. Install a water filter;
9. Replace a hose bibb;
10. Install a fountain or other water feature that is filled by a hose 18 inches in depth or less;

Mechanical (Heating, Ventilation, and Air Conditioning) Improvements

1. Portable heating appliances, cooking or clothes drying appliances;
2. Portable ventilation appliances;
3. Portable cooling units;
4. Steam, hot, or chilled water piping within any heating or cooling equipment regulated by the mechanical or plumbing code;
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe;
6. Portable evaporative coolers installed in windows; installation within a wall opening created for such will require a permit.
7. Portable appliances, such as freezers, washing machines, refrigerators, portable barbecue grill, etc.;
8. Change out furnace filters.

Figure 1 City of Las Vegas Building Department “When Do I Need A Permit? A Homeowners Guide” (Continued)

Contra to the Sani Report, as seen above, the minor remodel work undertaken by the Defendants prior to sale of the Triplex Property did not require building permits. This is seen in Item 5 in the Building Improvements' Section and Items 1, 2, 3, 4, and 5 in the Plumbing Improvements' Section:

Building Improvements: 5. Painting, papering, tiling, carpeting, cabinets, countertops, interior wall, floor or ceiling covering, re-grouting tile, and similar finish work;
Plumbing Improvements: 1. Repair/replace a sink; 2. Repair/replace a toilet; 3. Repair/replace a faucet (if not concealed in a wall); 4. Resurfacing Shower walls; 5. Repair/replace Shower heads;

In addition, it should be noted that in the real-estate disclosure documents as part of the sale from Defendants to Plaintiff, it was highlighted that there had been work done on the Property without building permits as seen below in Figure 2 which is Bates Stamped as DEF 0003. Figure 3 below denotes that HVAC work was done through a licensed contractor with other work by handymen.

Authenticity ID: F1DE5A3F-4DE3-42B4-8A8D-4BDB144C013D

| Property conditions, improvements and additional information: | | YES | NO |
|---|--------------------------|-------------------------------------|----|
| Are you aware of any of the following? | | | |
| 1. Structure: | | | |
| (a) Previous or current moisture conditions and/or water damage? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| (b) Any structural defect? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| (c) Any construction, modification, alterations, or repairs made without required state, city or county building permits? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| (d) Whether the property is or has been the subject of a claim governed by NRS 40.600 to 40.695. Transmission of... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |

Figure 2 – From DEF 0003 Notification To Buyer That Work Had Been Performed On The Property Without Building Permits

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

one of the unit has brand new kitchen cabinet installed
 all 3 Units has brand new AC installed within 3 months
 all 3 bathrooms are redone within 2 years
 sprinkler for landscaping doesn't work all pipes are broken
 Please consider that there are no sprinkler system
 AC units are installed by Licensed contractor, all other work
 are done by owner's handymen
 owner never resides in the property and never ~~will~~ visited
 the property. @

Figure 3 – From DEF 0004 Notification To Buyer That Work Had Been Performed On The Property With HVAC Work By A Licensed Contractor With Other Work By Handymen

Waived Standard Inspection Requirement:

Note that the Plaintiff could have hired an inspector or contractor to evaluate this real-estate purchase beforehand but did not. Items complained about in the Sani Report were open and obvious at the roof area, attic area, and on the exterior and interior areas of the Property. It is true that some cracks in walls and flooring surfaces may have taken place since purchase but stucco cracking and floor-surface cracking is a common issue with both residential and commercial real estate in the Las Vegas Valley based on this writer's work experience of having been in the area since 1989. The Defendants did not construct the concrete slab-on-grade or construct the walls of this Property. Any dead loads added to the Property from wall refinishing or the addition of the roof-top heat pump units are essentially trivial in proper context and would not cause either wall cracking or slab cracking. Deteriorated stucco and cracked concrete slabs are seen in the 2017 GLVAR Photos of the Property still currently posted at the website for Zillow Las Vegas [<https://www.zillow.com/b/2132-houston-dr-las-vegas-nv-63J2M3/#mmlb-2> site accessed November 18, 2020.] Other more- extensive-photographic documentation of the conditions of the Property at the time of the foreclosure sale and at time of sale to Plaintiff is found in Defendants' Fourth Supplement To Initial Disclosures Of Documents And Witnesses Pursuant To NRCP 16.1.

30
31
32 **A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such
33 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
34 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
35 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
36 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
37 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/
38 non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning,
39 water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors
40 or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors.
41 Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at
42 Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs, Buyer's indemnity shall not
43 apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross
44 negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to
45 consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools;
46 proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire
47 protection; other governmental services; existing and proposed transportation; construction and development; noise or odor
48 from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection
49 report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and
telephone number of the inspector.

Figure 4 – From DEF 0010 Notification To Buyer That Buyer Has Both Access To The Property And The Right To Conduct Inspections Of The Property

Figure 4 above is excerpted from real-estate documentation that points out to the Buyer that they have the right to have both access and conduct inspections of the Property. There is no indication

in the Sani Report that any destructive testing was performed so therefore an inspector or contractor could have made the same observations, albeit often incorrect, that have been made in the Sani Report.

Las Vegas Valley Geology:

To place the assertions of the Sani Report in proper context, the geology of the Las Vegas Valley

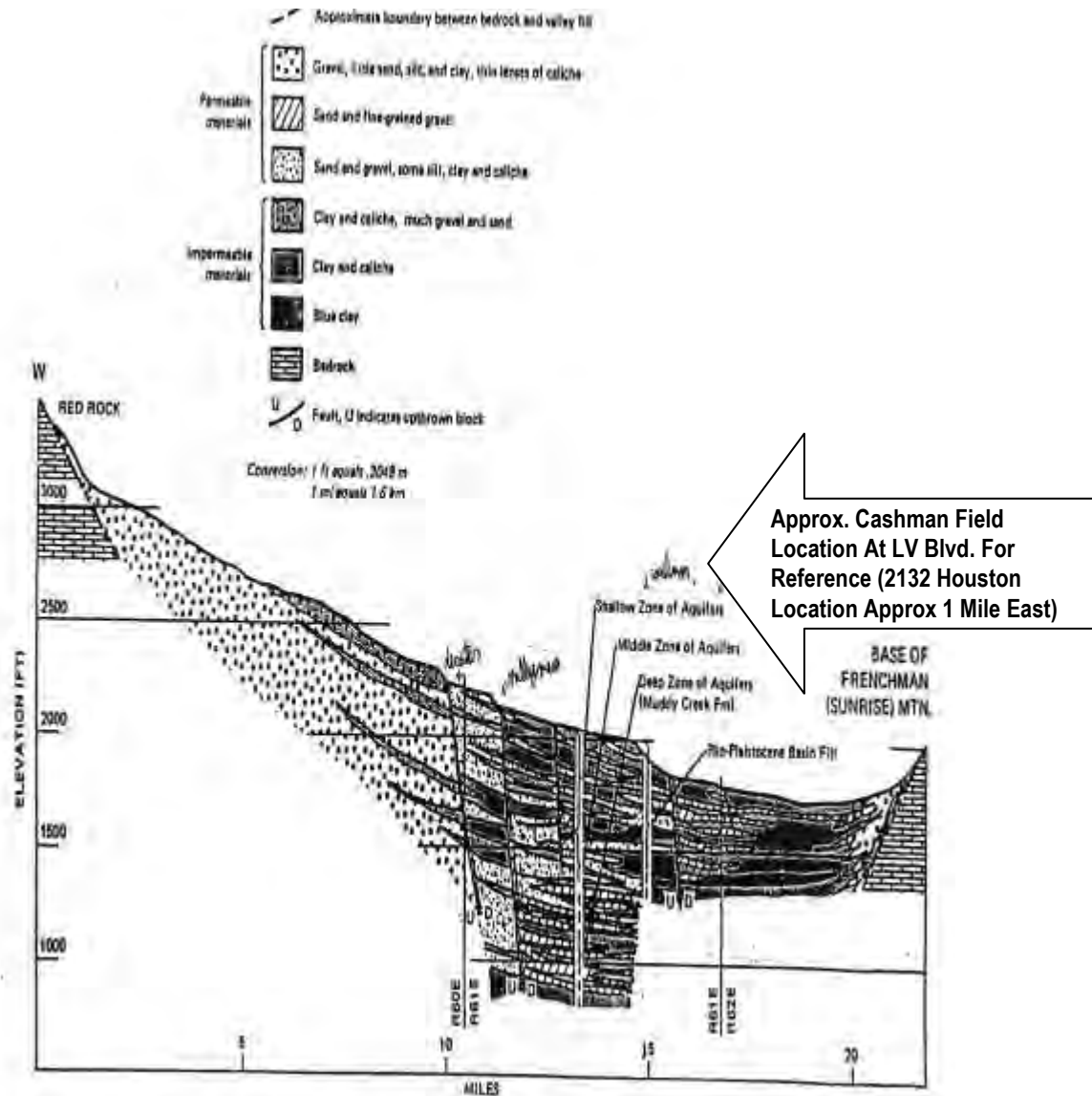


Figure 13 Cross-section across Las Vegas Valley, from Bell (1981), after Maxey and Jameson, 1948).

Figure 5 Las Vegas Valley Geologic Cross-Section (Bell, J.W., 1981, Subsidence in Las Vegas Valley)

and hydrology both require brief coverage. As those familiar with the Las Vegas Valley know, soil conditions vary widely in the area from basalt rock or caliche rock to sand, gravel, silt, clay, sulfate-laden soils (chemically “hot” soils) and collapsible gypsum. The Las Vegas Valley at its deepest point was originally 3,000-4,000 feet deeper than it is today. The actions of 100-year floods and 1,000-year floods over an extensive time period has meant that these floods carried soil materials from the Spring Mountains to the West and the River Mountains to the East to fill up the Las Vegas Valley to what is seen today. These floods and the material carried in these flood waters have meant that just as a stream or river first drops heavier material such as rocks and then fine material further on so as has taken place in the central area of the Las Vegas Valley. Therefore this area consists of fine material including sand, silt and clay. The varied soil conditions and this filling of the Las Vegas Valley are seen above in Figure 5 which is a broad cross-section of the Las Vegas Valley. The white arrow in Figure 5 calls out the location of Cashman Field. The 2132 Houston Drive location would be approximately 1 mile to the East of Cashman Field on the cross-section view of Figure 5 when looking at Cashman Field’s location versus Eastern Avenue. Obviously both Eastern Avenue and Las Vegas Boulevard change paths but the 1-mile East per the cross-section is the most accurate estimate.

Based on this writer’s experience, the clay material can include expansive clay. The issue with expansive clay is that it can swell up (expand) in the presence of water and then compress when it dries out. Note that expansive clays have created residential-foundation problems in many areas.

Rainfall patterns vary greatly in the Las Vegas Valley and the area is on the Eastern edge of the Mojave Desert. Average rainfall in a year is 4 inches although summer cloudbursts can dump an inch of rain in less than an hour over localized areas. Moreover as seen above in Figure 5 there is a substantial drop-off in elevation from the West side of the Valley to the East side.

The area at Houston Drive is a relatively low area of the Las Vegas Valley at approximately a 2,000-foot elevation. Higher areas of the Valley such as the Summerlin Area are at an elevation in excess of 3,000 feet. The Las Vegas Valley has been described by some as a bathtub with its drain at Lake Mead. As a consequence, drainage of the Las Vegas Valley flows from West to East as it finally exits at Lake Mead. Therefore all landscape irrigation water will naturally run from

those residential and commercial properties at higher elevations to those areas of the Las Vegas Valley such as here at a lower elevation. This hydrogeology is discussed in part below in Figure 6 from a discussion on hydrogeology and the Las Vegas Wash excerpted below:

https://www.lvwash.org/html/important_env_hydrology.html (site accessed November 18, 2020).

Hydrology

The Las Vegas Valley is a bowl-shaped basin surrounded by rugged mountain ranges. The entire hydrographic basin is 1,600 square miles. The western edge of the valley is located approximately five miles west of Lake Mead, which is an impoundment on the Colorado River. The valley occupies a structural basin in the Basin and Range Province of the northern Mojave Desert, and most shallow ground water and all surface flows are tributary to Lake Mead via the Las Vegas Wash.



The valley is bounded virtually on all sides by mountain ranges that reach a maximum elevation of almost 12,000 feet above sea level (in the Spring Mountains to the west). The valley floor elevation ranges from about 3,000 feet in the west at the mountain front to 1,500 feet in the east at the outflow of the valley.

Figure 6 Las Vegas Valley Hydrology

https://www.lvwash.org/html/important_env_hydrology.html (site accessed November 18, 2020)

Therefore varying groundwater conditions from rainfall and other runoff issues can impact ground movement particularly with the presence of expansive clays. The point of this discussion is that this then impacts the performance of walls and concrete floor slabs as to cracking to a significant degree. Cracked floor tile can be replaced in one year only to have the same issues appear again

in the next year or year after that as an example. Standard construction materials such as stucco, drywall, floor tile, and concrete will all tend to crack when subjected to these forces. Again, cracking in these materials is seen all over the Las Vegas Valley.

Structural Defects: (Sani Report – Section A)

It is correct that there is cracking of walls and concrete slab work at the Property. However, as noted subsequently in this Report within the HVAC Section, the addition of the rooftop heat-pump unit with one located on each half of the roof system is a trivial-load item. The fact that there is cracking of flooring and cracking of walls such as seen with the exterior stucco was not caused by the addition of roof-top heat-pump units that creates an additional 220 pounds of wall loading and slab-foundation loading to an overall system section load in excess of 2200 pounds on a conservative basis. Photographic evidence disclosed in Defendants' Fourth Supplement To Initial Disclosures Of Documents And Witnesses Pursuant To NRCP 16.1 shows that there was extensive cracking evident on stucco walls and concrete slabs prior to heat-pump installation or any other work by Defendants at the Property. **The Sani Report does not recognize prior conditions in existence before any work took place by the Defendants.** There is no indication in the Sani Report of any documentation reviewed in preparation of this Report which is either an oversight or indicates a fundamental flaw in the estimate and discussion within the Sani Report. The Sani Report criticizes the presence of window-box AC units at the Property. The allegation, in part, is that these two respective wall openings were created for the two window-box AC units and this created structural damage. As seen in disclosed photographs of the Property prior to remodel work taking place, the window-box AC unit on the North wall was already in existence. At the West wall, there was an existing window-box unit that was inside the framed-window area. This unit from disclosed photographs was a Frigidaire window-box AC unit. Instead a wall opening below the window was created and in place now is a portable LG window-box AC unit. While it is true that here an opening was created for this LG unit in the wall it was below the window glass which, of course, is not carrying a structural load. Therefore there is no structural impact. This change in relative position is seen below in Figure 7. The rationale for taking the Frigidaire unit out of the window and creating an opening below is that this greatly improves energy efficiency. The sealing around the AC unit in the window was problematic and from disclosed photographs one

piece of glass had been substituted for with a piece of plywood (foreclosure photograph DEF 4000201).

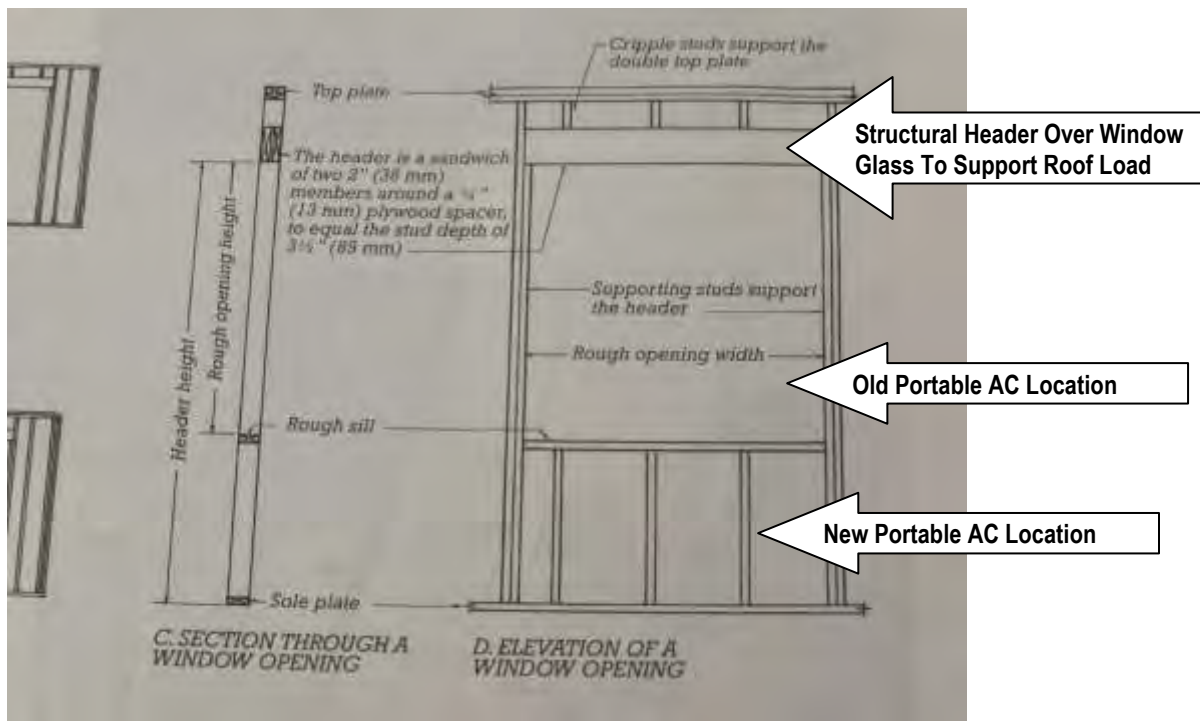


Figure 7 – Window Construction With Header In Wall And Relative Location Of Both Old And New Locations Of Portable Window AC Unit Underneath Window At West Wall (White Arrows)

The next portion of the allegations within the Sani Report as to structural damage deals with in-structure plumbing issues with leaks and vent-ducting routed into the attic. As to plumbing leaks, it is true that faucets/sinks have been changed at this Property but this is outside the wall envelope on the interior of the unit(s) where it has taken place due to new kitchen cabinet and bathroom vanity installation as an example. The Property at sale/purchase as previously noted was 63 years old so plumbing leaks are common but it is not seen wherein this issue is the result of actions by the Defendants. PEX (cross-linked polyethylene) piping has been a common piping replacement for copper piping in the Las Vegas Valley for the past 20 years in this writer's experience so the mere indication of PEX piping does not indicate any fault due to the action of Defendants.

In terms of vent ducting into the attic again, there is no indication that this work was done by Defendant's as they did not perform any attic work except that of the licensed contractors on the HVAC system and related attic ductwork. Also, as previously noted, these vent-ducting issues

discussed in the Sani Report also **could have been seen on an attic inspection at the time of purchase.** In addition, vent ducts can become disconnected from their roof-jack outlets which is a maintenance issue for whoever owns the Property at the time.

The Sani Report also discusses the addition of stucco to wall areas with the contention that this additional stucco coating caused damage to the wall including sinking. First off, as seen in disclosed photographs the Property walls on the Triplex itself and other walls has had a stucco coating prior to ownership by the Defendants. Secondly, the minor amount of stucco coating added to wall areas is trivial by comparison to the total weight of the wall. The residence walls themselves are standard 3-1/2 inch-thickness brick masonry and as noted earlier in this Report, brick itself weighs approximately 40 pounds per square foot. Therefore a 5-foot-tall wall in one lineal foot would have a weight of 200 pounds (5-foot height x 1-foot length x 40 pounds weight/square foot = 200 pounds). The original existing stucco is a one-coat system over foam based on observed evidence from damaged-stucco areas. At a stucco thickness of 3/8-inch-to-1/2-inch in thickness, this would yield approximately 5 pounds per square foot per side of wall. Since this would most likely not weigh more than 10 pounds per square foot total for both sides which would be another 50 pounds (5-foot height x 1-foot length x 10 pounds weight/square foot = 50 pounds). This 50-pound number is then added to the 200 pounds for a 250-pound total weight for one linear foot of wall. Now if the repair coating might conservatively add another 10 pounds per square foot for both sides of the wall, this increases the walls' weight per lineal foot to 300 pounds. The soil-bearing capacity as seen earlier in this Report is 1500 pounds per square foot (psf). Therefore at 300 pounds per lineal foot distributed over one square foot of ground area (wall-to-slab/footing-interface-to-ground) at 1500 psf, this is significantly under the allowable ground-support capacity as dictated by the International Building Code. Therefore while the Sani Report attempts to make an interesting point, it would be more interesting if this point were supported by the available facts of the situation.

Electrical System: (Sani Report – Section B)

As noted, the Defendants hired, at different points in time, two separate licensed HVAC contractors to install the roof-mounted heat pump HVAC system. There were 3 locations for 110-volt service on the roof for the three previous evaporative coolers. Obviously as part of this HVAC

system, electrical requirements were for 220-volt service versus the in-place 110-volt service.

Again, any deficient electrical work related to this 220-volt service situation could have been readily ascertained by an inspection at the time of purchase by the Plaintiff.

As to window-box AC units, as noted there were two units in place as documented by disclosed photographs and the same would also be in place for the subject electrical service. The only action by the Defendants was the relocation of one unit from inside the window frame to below the window frame. This did not require new electrical work as it simply used the existing service. While the Sani Report finds necessary the wholesale replacement of the entire Property's electrical system, the only issue related to the Defendants concerns the HVAC 220-volt service versus the original in-place 110-volt service at three locations that serviced the three roof-top evaporative cooling units.

Plumbing System: (Sani Report – Section C)

The allegations here are, in part, that in the replacement of the evaporative coolers and heating furnaces with the rooftop heat-pump units, that mistakes were made in disconnecting various plumbing supply lines and gas supply lines. Again the Defendants relied upon the licensed HVAC contractors to properly perform the work which is why they retained these licensed HVAC contractors in the first place.

As to PEX plumbing lines, again, while there was limited interior plumbing work undertaken to install new kitchen cabinets and bathroom vanities, this did not involve inside-the-wall plumbing. Again, with a 63-year old Property and various changes with copper piping, PEX piping, and other plumbing repairs over the years prior to Defendants owning the Property, plumbing issues can arise. Overall this plumbing system at 63 years old concerning supply lines is beyond design life as seen from the Houselogic website [<https://www.houselogic.com/organize-maintain/home-maintenance-tips/types-plumbing-pipes-and-their-lifespans/> (site accessed November 18, 2020)] excerpted below in Figure 8:

Again, with a 63-year-old Property in 2017 that is now 66 years old in 2020, plumbing problems and issues are to be expected particularly with a rental property. Rental properties experience more-severe-service requirements due to many factors often including a lack of knowledge in order to care for a Property on the part of tenants along with often an uncaring attitude as well.

That the HVAC system water and gas supply lines may have been incorrectly terminated per the Sani Report is the fault of the licensed HVAC contractors. In addition, it is the fault of the Plaintiffs for not conducting requisite inspections of the Property prior to its purchase. Since this issue is apparently open and obvious as per the Sani Report, it would have been open and obvious as well during a pre-purchase inspection.

Your Plumbing Lifespan (bold and red-color emphasis added below)

| | | |
|---|-----------------------------------|-------------------|
| Supply pipes (under constant pressure and therefore most likely to cause water damage when they leak) | Brass | 40-70+ yrs |
| | Copper | 50+ yrs |
| | Galvanized Steel | 20-50 yrs |
| Drain lines | Cast iron | 75-100 yrs |
| | Polyvinyl chloride (known as PVC) | Indefinitely |

If your pipes are older than these guidelines from the U.S. Department of Housing and Urban Development Residential Rehabilitation Inspection Guide, it doesn't necessarily mean they need to be replaced. Well-maintained pipes may last longer, and poorly maintained ones or **those in areas with hard water (meaning it has high mineral content), may fail sooner.**

Figure 8 Houselogic Website

Sewer System: (Sani Report – Section D)

The Sani Report is correct in that, most likely, clay pipe was used for the sewer system connection from the Property to the City connection in the Street and that the system dates from 1954.

However, there is no evidence of abuse presented just because the system was snaked in an effort to remove clogging contra to the allegations in the Sani Report. In addition, the Sani Report ignores the possibility that if snaking did somehow damage the sewer line that it was only snaking by Defendants that damaged the line and not any snaking that took place in the prior 60-year-plus history of the Property. That's an interesting contention of the Sani Report but how this could be proven is not provided within the content of the Sani Report. Moreover it is a well-known fact that vitrified clay pipe is relatively weak and can be easily penetrated by tree roots in both their normal-growth patterns and in their search for water. Snaking of a sewer does not need to occur for damage to take place from tree roots or soil movement.

Heating System / Cooling System: (Sani Report – Sections E And F)

HVAC System Work By Licensed Contractors:

Originally a package 220-volt 5-ton heat pump (RTU) was installed at the roof area by a licensed HVAC contractor. It should be noted that first, the term 5-ton does not refer to weight but instead cooling capacity as every 12,000 BTUs (British Thermal Units) is called a “ton.” Therefore a 5-ton unit is 60,000 BTUs of cooling capacity. The 5-ton unit was then replaced with two 2-ton heat-pump RTUs as there was a disagreement between the tenants as to utility bills since the 5-ton RTU serviced two of the three units in the Triplex. With the two 2-ton RTUs which were also each 220-volt units, then each unit had its own RTU which eliminated tenant disputes over utility bills. The two 2-ton RTUs were installed by a second licensed HVAC contractor. The original cooling source was rooftop evaporative cooling units. The evaporative cooling units were powered by 110-volt power and required a water source. With the evaporative cooling, heat was supplied by a separate system. The advantage of heat pump units is that in one unitary package both heating and cooling can be supplied. However, the heat pump units require 220-volt power instead of 110-volt power. Note that in order to install both the 5-ton RTU and twin 2-ton RTUs that 220-volt power had to be run from the electrical panel to the RTUs themselves. Now it should be noted that residential power coming into the Property is 110-volt so then two 110-volt “legs” are taken and combined to provide 220-volt power. **Again, this situation was open and obvious and could have been readily inspected prior to purchase of the Triplex Property.** This dual 110-volt feed is done even on new residences in Las Vegas where 220-volt power is needed for HVAC systems, electric ranges, electric dryers, and similar loads. Previous to this heat-pump installation, heating was separately supplied through a furnace located in each unit. These heating units were removed at the same time.

The Sani Report attempts to imply that the presence of a the 5-ton RTU or the two 2-ton RTUs at the rooftop area create substantial weight. The replacement 2-ton RTUs are Goodman Brand GPH14M. As seen in Exhibit 2 attached to this Report, the shipping weight of a 2-ton GPH14M is 380 pounds. It should be noted that shipping weight includes packaging and palletizing of the RTU so install weight is less but then is balanced out by the weight of the roof curb. Therefore, in the below calculations the 380-pound number will be used as a conservative approach. This RTU

weight is within an approximate 4-foot by 4-foot footprint (47-inches x 51 inches) or approximately 16 square feet. Taking 380 pounds into 16 square feet finds a roof loading of 23.75 pounds per square foot. Evaporative coolers essentially consist of a blower/fan, frame, filter media, and water-circulation system. This typical evaporative cooler construction is seen below in Figure 9. It is unknown what brand was used with this evaporative-cooler system but a typical unit weight would be 110 pounds and adding 5 gallons of water at 8.3 pounds/gallon (40 pounds) between water in the sump and filter-media weight would then total 160 pounds.

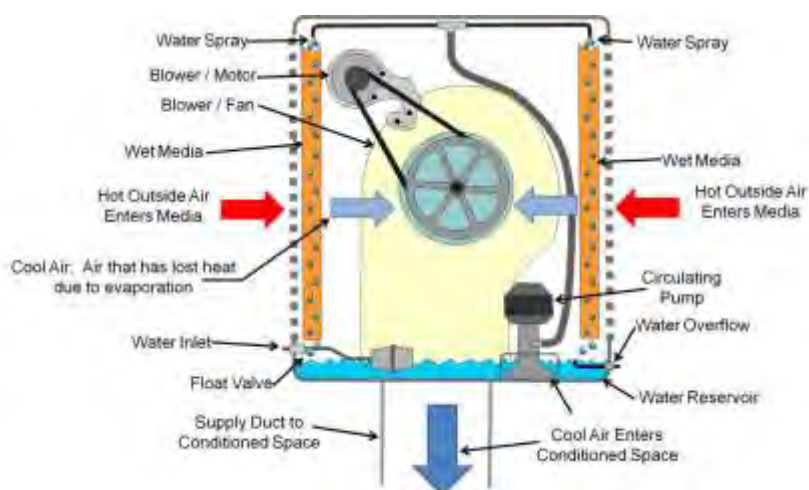


Figure 9 – Evaporative Cooler Construction Example

One must also include the dead-load weight of the roofing materials. Asphalt shingles/roofing felt at 2.35 pounds per square foot, 5/8-inch roof sheathing plywood at 1.875 pounds per square foot, and 2x8 roof rafters at (16 inches o.c.) at 2.1 pounds per square foot totals approximately 6.3 pounds per square foot. Taking a 4-foot strip of roof rafters at 48 inches plus the tributary load on each side at 8 inches x 2 sides equals 64 inches or 5.33 feet. Each half of the roof is approximately 20 feet in length so therefore 20 feet x 5.33 feet x 6.3 pounds per square foot = 639.6 pounds. [Note that material loads/weights are taken from the Western Woods Use Book Design Manual Chapter 5 © 1983 by Western Wood Products Association.]

The Sani Report points to wall cracking and foundation-slab cracking as evidence that the weight of the subject 2-ton RTUs or the previous 5-ton RTU led to this cracking distress. The Triplex appears to this writer and based on this writer's construction experience to have a concrete slab-

on-grade foundation and brick walls. The brick walls appear to be 3-1/2 inches thick and the concrete slab would most likely be 4 inches in thickness. Concrete weighs approximately 150 pounds per cubic foot or with 27 cubic feet in a cubic yard, 4,050 pounds. At 4 inches thick, a cubic yard of concrete will cover 81 square feet of area which is a weight of 50 pounds per square foot (4,050 pounds per cubic yard / 81 SF coverage per cubic yard = 50 pounds per square foot. Brick itself weighs approximately 40 pounds per square foot. Therefore a 4-foot length of wall that is 8-feet in height will weigh 1280 pounds (4-ft. length x 8-ft. height x 40 pounds per square foot = 1280 pounds). Note that the roof rafters are spaced at 16 inches on center and these would support the approximate 4-foot width of the RTU. Therefore 3 roof rafters carry this load. These rafters rest on the brick bearing walls. A 4-foot length of brick wall at 8-feet in height weighing 1280 pounds will also have a 4-foot strip of concrete which at 12 inches in width with therefore 4 square feet of concrete is 200 pounds for a total of 1480 pounds (1280 pounds wall-weight plus 200 pounds slab weight). Note in this calculation, the weight of the roof rafters, roof sheathing, and composition roofing are not included.

So take the roof-system weight at 639.6 pounds, the concrete slab weight/brick masonry wall weight at 1480 pounds, and the weight including water weight of the previous evaporative cooler at 160 pounds then totals 2,279.6 pounds. The evaporative cooler weight at 380 pounds had a net weight addition of 220 pounds (380 pounds new weight – 160 pounds existing = 220 pounds net-weight addition). This additional 220 pounds then produces a new total of 2,449.6 pounds or 9.7 percent more (2449.6 pounds / 2,279.6 pounds = 1.097).

The concrete slab's compressive-strength rating is at least 2,000 psi (psi = pounds/square inch) in direct-load rating. That means that 1 square foot (144 square inches) would obviously support multiples of this amount.

The lowest soil capacity rating given in the 2018 Edition of the International Building Code as seen in Figure 10 below is a minimum of 1500 pounds per square foot so three linear feet of wall with a one-foot width strip is 4500 pounds. Taking the 2449.6 pounds weight that includes the roof system, HVAC heat pump system, brick wall/concrete slab system, this is then 54% of allowable

design capacity versus the 4500-pound soil rating (2449.9 pounds / 4500 pounds = 0.544 x 100 = 54.4%).

**TABLE 1806.2
PRESUMPTIVE LOAD-BEARING VALUES**

| CLASS OF MATERIALS | VERTICAL FOUNDATION PRESSURE (psf) | LATERAL BEARING PRESSURE (psf/ft below natural grade) | LATERAL SLIDING RESISTANCE | |
|--|---------------------------------------|---|--------------------------------------|-----------------------------|
| | | | Coefficient of friction ^a | Cohesion (psf) ^b |
| 1. Crystalline bedrock | 12,000 | 1,200 | 0.70 | — |
| 2. Sedimentary and foliated rock | 4,000 | 400 | 0.35 | — |
| 3. Sandy gravel and gravel (GW and GP) | 3,000 | 200 | 0.35 | — |
| 4. Sand, silty sand, clayey sand, silty gravel and clayey gravel (SW, SP, SM, SC, GM and GC) | 2,000 | 150 | 0.25 | — |
| 5. Clay, sandy clay, silty clay, clayey silt, silt and sandy silt (CL, ML, MH and CH) | 1,500 | 100 | — | 130 |

For SI: 1 pound per square foot = 0.0479 kPa, 1 pound per square foot = 0.157 kPa/m.

a. Coefficient to be multiplied by the dead load.

b. Cohesion value to be multiplied by the contact area, as limited by Section 1806.3.2.

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2018 INTERNATIONAL BUILDING CODE®

Figure 10 2018 Edition International Building Code Table 1806.2 (Page 434) Soil Bearing Values (1500 PSF Value Noted By White Arrow)

The Sani Report is correct that both concrete slab cracking and wall cracking has taken place. Deteriorated stucco and cracked concrete slabs are seen in the 2017 GLVAR Photos of the Property still currently posted at the website for Zillow Las Vegas [<https://www.zillow.com/b/2132-houston-dr-las-vegas-nv-63J2M3/#mmlb-2> site accessed November 18, 2020.] That both cracking in the exterior concrete slabs and exterior stucco walls were evident at the time of sale per the relevant photos from the GLVAR website as seen below with Photographs 1, 2, 3, and 4. Photograph 1 from GLVAR's website (dated 2017) shows the North side of the Triplex (Houston Drive Side) with stucco distress/cracking evident along the North side and with the original-evaporative units in place on roof.. Photograph 2 below from GLVAR's website (dated 2017) is at the West side of the Triplex (Houston Drive Side looking South) with stucco distress/cracking evident along the West side of the Property along with concrete-exterior-slab cracking. These items seen in Photograph 2 are marked with white arrows. Photograph 3 below shows a view looking South at the South patio area. There is clear evidence of concrete slab distress with slab cracking and also stucco-wall distress and repairs to same in Photograph 3 from GLVAR's website taken in 2017. No painting is seen over these stucco repairs on this wall. Photograph 4 is a disclosed photograph taken in 2017 that shows stucco cracking at the East-side walls of the Property (DEF 4000310).



Photograph 1 (GLVAR-Supplied) Note Deteriorated/Distressed Stucco North Side (White Arrows) In 2017



Photograph 2 (GLVAR-Supplied) Note Cracking/Distressed Stucco West Side And Cracked Concrete Slabwork (White Arrows) In 2017



Photograph 3 (GLVAR-Supplied) Note Cracking/Distressed Stucco From South Patio Area On Wall And Cracked Concrete Slab (White Arrows) In 2017



Photograph 4 Stucco Cracking At The East-Side Walls Of The Property (DEF 4000310)



Photograph 5 (From Google Maps – Street View At February 2020) View From Euclid With Minivan Parked On Front Porch And SUV Parked Next To House Wall (East Side Of Triplex)

The above Photograph 5 extracted from Google Maps shows tenants parking their vehicles on the East side of the Property in the yard. The minivan vehicle is parked on the front porch and the SUV is parked nearby next to the East-side wall. Note that each vehicle weighs approximately 4,000 pounds with an average loading per tire on the ground at 1,000 pounds. More importantly these vehicles are parked right next to the Property walls. This writer's experience is that these types of practices can result in vehicles hitting walls or vehicle doors hitting walls which can create cracking and other wall damage.

The Sani Report states that one unit out of the three does not have a permanent heating source. As indicated previously in this Report, the Plaintiff's representative was not able to grant us access to the subject unit. It was indicated to this writer by Mr. Lin that one or both of the window-box AC units also could supply heat. As seen in Photograph 6 below (DEF 4000205), an existing AC unit is seen on the North wall of the North unit and this unit may have also been capable of supplying heating. Of course, contra to the assertions in the Sani Report, this in-wall unit was existing including the opening created in this wall for the unit.



Photograph 6 Window Box AC Unit On Northside Wall (Existing) DEF 4000205

Moisture Conditions And/Or Water Damage: (Sani Report – Section G)

This contention of the Sani Report concerns moisture vented into the attic from bathroom exhaust fans and clothes dryers. However, it should be noted that there are roof-jacks/vents in place at the roof. Moreover Defendants did no work at the attic area but instead used existing connections at the ceiling areas. Since Defendants did no work at the attic areas, the conditions complained about as to venting and ducting were present at the Property prior to Defendants owning the Property. Bathroom renovation does not require permits and inspections per City of Las Vegas Building Department Regulations when it comes to finish work such as tiling, cabinetry, and replacement of sinks and shower heads. Defendants had no inside-wall plumbing work done as to install a new sink merely requires completing connections that are exterior to the wall itself. That there may be leaks with the plumbing system in a 60-year-old-plus Property is not surprising given its age.

Roof: (Sani Report – Section H)

The contention here is that placement of the roof-top 2-ton heat pump units and the previous placement of the 5-ton unit damaged the roofing system. As noted, each of the Goodman 2-ton

units added a net weight of 220 pounds (380 pounds heat-pump weight – 160 pounds evaporative-cooler weight) and this weight is spread out over 16 square feet of roof area so the net difference is 13.75 pounds per square foot. The 5-ton unit of the same Goodman brand would be at 495 pounds or a net difference of 335 pounds or 20.93 pounds per square foot. **This writer's inspection at the roof area found no noticeable sagging from the installation of these roof-top heat-pump units.** Again, the Defendants hired licensed HVAC contractors for this work and relied upon the expertise of these contractors. The Sani Report is correct in that based upon an online search, there does not appear to be a building permit or associated inspection for this work per Figure 11 below from the City of Las Vegas Website

<https://www.lasvegasnevada.gov/Business/Permits-Licenses/Building-Permits/Permit-Application-Status?search=address&addrkey=237304> (Site accessed November 19, 2020)

. As to wind-load calculations, the Triplex Property is, of course, a single-story building and therefore presents a lower-wind profile than would a two-story property. In addition, the question here would be whether or not the wind profile of the heat pump units would differ significantly from that of the previous evaporative cooling units. The contention here also relates to venting into the attic that it is contended has damaged the roof. Again, the Defendants did no work in the attic with venting. The Sani Report contends that due to the work and re-work on the roof that this had led to roof leaks when it rains. Further concerning the information seen in Figure 11, based upon what

Figure 11 Building Permit Search For 2132 Houston Drive Address from
<https://www.lasvegasnevada.gov/Business/Permits-Licenses/Building-Permits/Permit-Application-Status?search=address&addrkey=237304> (Site accessed 11/20/2020)

SEARCH BY:

STREET NUMBER: STREET DIRECTION: STREET

NAME: Do not include suffix (St., Blvd. Cir.)

Search Clear Search

RESULTS 2 record(s) found for Address- '2132 Houston'

Select
C18-03833 - Commercial Building Permit (Com)
Key Number: 923987
Current Status: Inspections
Application Received: 9/6/2018

Indicates Inspection Pending

Project Name: Unit A
Address: 2132 HOUSTON DR
Type of Work: Over the counter
Permit Issued: 9/6/2018
Expiration Date: 3/27/2019 -- Please contact Building and Safety at 702-229-6251
Scope of Work: ELECTRIC METER TAG, PANEL CHANGE OR SERVICE CHANGE (Schedule a 231 inspection for service change) (1)

Select
R18-13147 - Residential Building Permit (Res)
Key Number: 927848
Current Status: Completed
Application Received: 10/3/2018
Project Name: 2132 Houston St.
Address: 2132 HOUSTON DR
Type of Work: Wall Fence
Permit Issued: 10/3/2018
Scope of Work: Chain Link Fence

Figure 11 (Continued) Building Permit Search For 2132 Houston Drive Address from City Of Las Vegas Website <https://www.lasvegasnevada.gov/Business/Permits-Licenses/Building-Permits/Permit-Application-Status?search=address&addrkey=237304> (Site accessed 11/20/2020)

Is showing with the City of Las Vegas Website, there have never been any permits taken out on this Property for either original construction or remodel work over the years except for these two lone permits in 2018. Related to the lack of HVAC permits may be that somehow any permits were either misfiled or with additional research, other permits may be located in the future. In addition, it should be noted as seen in Figure 11 above that the electrical-permit work has never been inspected for this permit issued to Plaintiffs in September 2018.

Fungus / Land (Sani Report – Sections H (sic) And J)

Previously covered by this writer in other areas of this Report.

Sani Report - \$650,000 Construction Cost-To-Repair Estimate

Alleged as construction defects is a list of items totaling \$650,000 as the Sani Estimate within the Sani Report (Exhibit 3). The Triplex Property is 2167 square feet that sold for approximately \$200,000 or \$92.29 per square foot which, of course includes the land's value as a corner lot

within the sales price. At the \$650,000 cost to “repair” this 2167 square foot Property yields a unit cost of \$299.95 per square foot. This is simply nonsensical that a 63-year old Property would cost 3 times [$\$299.95 \text{ per SF} / \$92.29 \text{ per SF} = 3.25 \text{ times}$] its original purchase price to repair. This Sani Report Estimate has been copied and is re-formatted as Figure 12 below. The Sani Estimate within the Sani Report is accompanied by a brief description of the reason for the line-item cost but no unit prices and instead simply lump-sum line items.

| Item No. | Defect Repair | Cost (\$) |
|----------|-----------------------|-----------|
| 1 | Structural Defects | 150,000 |
| 2 | Electrical System | 70,000 |
| 3 | Plumbing System | 60,000 |
| 4 | Sewer System | 60,000 |
| 5 | Heating System | 15,000 |
| 6 | Cooling System | 60,000 |
| 7 | Moisture/Water Damage | 40,000 |
| 8 | Roof | 70,000 |
| 9 | Fungus/Mold | 50,000 |
| 10 | Flooring | 25,000 |
| 11 | Foundation | 50,000 |
| | Total | \$650,000 |

Figure 12 – Sani Report Of Estimated Cost To Correct At \$650,000

The basis of the Sani Estimate is nonsensical in the first place and there is nothing seen from this Sani Report that was not present at the time of sale of the Triplex Property. There were cracks in the stucco system and concrete slab system existing in 2017. Roof venting/duct venting had not been changed by Defendants and was existing in 2017 and could have been inspected by Plaintiff. Since 2017 there may have been additional cracking that has taken place due to soils movement but as previously demonstrated through fundamental construction-system calculations in this Report, this wall or floor cracking is not related to work by the Defendants. Moreover plumbing leaks and sewer issues may take place but these issues are to be expected with the Property that is now 66 years old.

The Sani Estimate states that defects with the heating/cooling system will cost \$75,000 (\$60,000 cooling and \$15,000 heating) to repair. As a comparison, the two 2-ton heat pump units cost a total of \$7,600 to install or about 10% of the Sani Estimate and these units, of course, provide both heating and cooling. It should also be noted that brand-new houses of comparable-square-foot

size are being sold in 2020 for approximately half the amount of the \$650,000 total contained in the Sani Estimate. Notably the prices of these new houses include new-street utilities and new-paved streets and are in new neighborhoods that may be considered more desirable than this subject-1950s-era neighborhood.

In this writer's experience, construction-defect estimates contain the scope of work as to units and the associated unit costs. In limited exceptions, certain items may be estimated on a lump-sum basis. The Sani Estimate is completely comprised of lump-sum items and therefore cost comparisons are not possible. However, the single most-significant problem with the Sani Estimate as seen above in Figure 12 is that it relies on fundamentally-flawed assumptions as to the source of distress seen at the Triplex Property. Given these flawed assumptions that ignore underlying issues such as failure to inspect, soil-movement issues and ground-water movement at the Property, means that, of necessity, that any rational basis for this Sani Estimate also is a failure.

SUMMARY:

In summary, the Triplex Property at the time of sale in 2017 was 63 years old having been built in 1954. Photographs taken in 2017 at the time of sale/prior to sale to Plaintiff clearly show cracking in stucco walls and cracking in the concrete slab-on-grade. This would indicate soils movement in the past or something that is an ongoing issue. Soils in this area based on this writer's 30-plus years in the Las Vegas Valley consist of silts, clays, and sulfate-laden soils that can be problematic and result in soil movement. In addition, the Property's location at a lower elevation in the Las Vegas Valley can mean groundwater issues that can also contribute to soil-movement problems.

The Property's age means that numerous features are at/past their design life such as the sewer system and plumbing system. This sewer system, based on this writer's experience and the age of original construction, would be clay tile. The Defendant, TKNR, et al., had hired licensed HVAC contractors to install HVAC work at the Property. This HVAC work, since the heat pump units were powered by 220-volt service instead of the existing 110-volt service, by necessity, required additional power. There were three separate 110-volt services for three evaporative cooling units up on the roof prior to the heat-pump substitution. Any deficiencies with this electrical installation were open, obvious and could have been inspected prior to purchase as with all other items with this Triplex Property. Any cracks such as wall or floor cracks subsequent to the purchase would obviously be new but again this occurs even on new homes across the Las Vegas Valley and elsewhere.

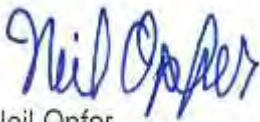
Based on a building-permit search, there are no permits on file for the Property save for two permits pulled in 2018 which would indicate at face value that the Triplex does not exist which, of course, is not the case. Other permits for the original Property's construction and subsequent remodeling work may be found in the future with further research.

Other work such as tile flooring, wall-finish work, painting, and cabinetry was done by others hired by the Defendant. As per City of Las Vegas Building Department Requirements, none of this subject work required building permits contra to the assertions by Plaintiff as seen in the Sani Report.

The Sani Estimate of cost to correct yields a total lump-sum cost of \$650,000 for this Property and in comparison this Property was sold for \$200,000 in 2017. Notably new properties of comparable square footage on new-paved streets with new-street utilities in new-more-desirable neighborhoods than this 1950s-era neighborhood are selling for half the cost of the \$650,000 contained in the Sani Estimate. It should be noted that these new-house prices also include the land cost. Even if the Property was demolished down to the ground with a pad-up rebuild, costs for completely new construction would be less than are seen in the Sani Estimate. The Sani Estimate only contains lump-sum prices for gross line items rather than units such as square-foot costs and unit pricing as commonly seen in the construction industry with construction cost-to-correct estimates. The single largest flaw in the rationale behind the Sani Estimate is that the actions of the Defendants are the reasons for the corrective actions required at the Property. As this Report has demonstrated, the reasons for issues such as wall cracking and slab cracking are due to underlying soils/groundwater issues.

The opinions and analysis in this Report are offered within a reasonable degree of scientific and engineering certainty. If there are any questions regarding this matter or if there is any new information, please contact myself. Thank you for contacting us on this case.

Sincerely,



Neil Opfer
Construction Expert

CC: Exhibit 1 – List of Reviewed Information
Exhibit 2 – Goodman Heat Pump Specs With 2-Ton And 5-Ton Unit Weights – Excerpt
Exhibit 3 – Sani Report Of Construction Defects
Photo CD w/ Index Prints

Exhibit 1 – List Of Reviewed Information

| Item No. | Description |
|-----------------|---|
| 1 | Plaintiff's Initial Disclosure |
| 2 | Defendant's Initial Disclosure |
| 3 | Defendant's First Supplement |
| 4 | Defendant's Demand For Site Inspection |
| 5 | Defendants' First Amended Answer, Counterclaim, And Third Party Claim |
| 6 | Defendants' Fourth Supplement To Initial Disclosures Of Documents And Witnesses |
| 7 | Miscellaneous Websites Including Zillow And City Of Las Vegas Building Department |

Exhibit 2 Goodman Specifications With Respective Weights Of 2-Ton And 5-Ton Units (Page 1 Of 2)



Goodman
Air Conditioning & Heating

GPH14M

COOLING CAPACITY: 24,000 - 58,000 BTU/H
HEATING CAPACITY: 23,000 - 57,000 BTU/H

PACKAGED HEAT PUMP
2 TO 5 TONS
14 SEER / 8.0 HSPF



Contents

| | |
|---------------------------|----|
| Nomenclature | 2 |
| Product Specifications | 3 |
| Expanded Cooling Data | 8 |
| Expanded Heating Data | 16 |
| Airflow Data | 18 |
| Heat Kit Electrical Specs | 20 |
| Dimensions | 21 |
| Wiring Diagrams | 22 |
| Accessories | 24 |



Standard Features

- Energy-efficient scroll compressor
- Multi-speed ECM indoor blower motor
- Convertible airflow horizontal or downflow
- Copper tube/aluminum fin condenser coil
- All-Aluminum evaporator coil
- Liquid-line filter drier
- 5 kW to 20 kW electric heat kit available as a field-installed option
- AHIC Certified ETL Listed

Cabinet Features

- Heavy gauge galvanized steel cabinet with attractive Architectural Gray powder-paint finish
- Aluminum foil-facing internal insulation reinforced with fiberglass scrim
- Fully insulated air handling compartment with convenient access panels
- Louvered condenser coil protection
- Meets cabinet air leakage requirements when tested in accordance with ASHRAE standard 293
- One footprint for all tonnage

10 PARTS
YEAR LIMITED
WARRANTY

2 UNIT
YEAR LIMITED
WARRANTY





CONDENSER COIL QUALITY DESIGN


CONDENSER COIL PERFORMANCE




* Condenser coil performance available. Refer to our website at www.goodmanac.com for product data sheets. Unit capacity is based on standard conditions. Actual capacity may vary. © Goodman Air Conditioning & Heating, Inc. 2014. All rights reserved.

ES-GPH14M
www.goodmanac.com
8/20
Revised 1/20

Exhibit 2 Goodman Specifications With Respective Weights Of 2-Ton And 5-Ton Units (Page 2 Of 2)

| SPECIFICATIONS | | | | | | |
|--|------------------|------------------|------------------|------------------|------------------|------------------|
| | GPH14 24M41A* | GPH14 30M41A* | GPH14 36M41A* | GPH14 42M41A* | GPH14 48M41A* | GPH14 60M41A* |
| COOLING CAPACITY | | | | | | |
| Total BTU/h | 24,000 | 35,400 | 54,000 | 81,000 | 98,000 | 125,000 |
| Sensible BTU/h | 18,700 | 27,800 | 40,500 | 60,600 | 72,400 | 90,500 |
| SEER / EER | 14/11 | 14/11 | 14/11 | 14/11 | 14/11 | 14/11 |
| Dehum. | 76 | 76 | 81 | 80 | 79 | 80 |
| AHRJ dB | 74/70/64 | 74/70/60 | 74/70/63 | 74/70/65 | 74/70/66 | 74/70/62 |
| HEATING CAPACITY | | | | | | |
| BTU/h (57°F) | 23,000 | 34,000 | 51,000 | 76,500 | 90,500 | 117,000 |
| C.O.P. (47°F) | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| BTU/h (17°F) | 12,600 | 19,000 | 28,000 | 42,000 | 50,000 | 63,000 |
| C.O.P. (17°F) | 2.2 | 2.2 | 2.2 | 2.2 | 2.2 | 2.2 |
| HSPF | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 | 8.0 |
| EVAPORATOR MOTOR | | | | | | |
| Type | ECM | ECM | ECM | ECM | ECM | ECM |
| Wired (D x W) | 10 x 3 | 10 x 5 | 10 x 8 | 10 x 9 | 10 x 9 | 10 x 9 |
| Nominal Cooling CFM | 350 | 1,000 | 1,200 | 1,300 | 1,600 | 1,850 |
| FLA / LRA | 4.3 / - | 4.3 / - | 4.3 / - | 5.8 / - | 3.8 / - | 7.8 / - |
| No. of speeds | 5 | 3 | 5 | 3 | 5 | 5 |
| Interposable AMP | 14-1,050 | 14-1,050 | 14-1,030 | 14-1,050 | 14-1,050 | 14-1,050 |
| EVAPORATOR COIL | | | | | | |
| Face Area (ft²) | 4.55 | 4.55 | 4.55 | 4.55 | 6.20 | 6.30 |
| Face Drop/In per inch | 4 / 14 | 4 / 14 | 4 / 14 | 4 / 14 | 4 / 14 | 4 / 14 |
| Coil Size (RPF) | 9" | 9" | 9" | 9" | 9" | 9" |
| R-410A Refrigerant Charge (oz.) | 128 | 128 | 133 | 133 | 153 | 160 |
| CONDENSER FAN / COIL | | | | | | |
| Horsepower (HP) | 5/8 HP | 5/8 HP | 5/8 HP | 5/8 HP | 5/8 HP | 5/8 HP |
| FLA / LRA | 1.6 / 3.5 | 1.6 / 3.5 | 1.4 / 3.0 | 1.4 / 2.9 | 1.4 / 2.9 | 1.5 / 3.0 |
| Fan Diameter / # Fan Blades | 22 / 3 | 22 / 3 | 22 / 4 | 22 / 3 | 22 / 3 | 22 / 3 |
| Face Area (ft²) | 12.25 | 12.25 | 12.25 | 12.25 | 15.30 | 15.30 |
| Face Drop/In per inch | 2 / 16 | 2 / 16 | 2 / 16 | 2 / 16 | 2 / 16 | 2 / 16 |
| COMPRESSION | | | | | | |
| Quantity | 1 | 1 | 1 | 1 | 1 | 1 |
| Type | Scroll | Scroll | Scroll | Scroll | Scroll | Scroll |
| Stage | Single | Single | Single | Single | Single | 2 Stage |
| ELECTRICAL DATA | | | | | | |
| Voltage / Phase (all Hz) | 108-230/1 | 208-230/1 | 208-230/1 | 208-230/1 | 208-230/1 | 208-230/1 |
| Compressor RLA / SRA | 12.8 / 58.3 | 14.1 / 73 | 16.7 / 79 | 17.9 / 112 | 21.3 / 112 | 22.1 / 102.9 |
| Total Unit Amps | 38.7 | 30 | 32.4 | 25.1 | 28 | 33.2 |
| Min. Circuit Ampacity ¹ | 31.9 | 23.5 | 26.6 | 20.0 | 24.5 | 24.0 |
| Max. Overcurrent Protection ² | 30 amps | 25 amps | 40 amps | 30 amps | 50 amps | 30 amps |
| SHIPPING WEIGHT (LBS.) | | | | | | |
| | 380 | 250 | 400 | 410 | 480 | 630 |

¹ Wire size should be determined in accordance with National Electrical Codes. Excessive wire runs will require larger wire sizes.
² May use fuses or HACR-type circuit breakers. Wire size should be determined in accordance with National Electrical Codes. Excessive wire runs will require larger wire sizes.
 *Note: Always check the SRA plate for unit weight and shipping weight.

380 Pounds

Exhibit 3 Sani Report Expert Testimony Report

By

Amin Sani

President of Arvin Construction Co.

General Contractor License # 86070

RE : 2132 Houston Dr

Las Vegas, NV 89104

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Plaintiff's Expert Witness Disclosure

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a. Structure defect.

1. Three old small swamp coolers were removed without UBC required permits and inspections.
2. One **5-tons** heat pump package unit systems on the one roof top area with ducting system for the whole building were installed without UBC required weight load and wind load calculations, permits and inspections. Due to the **5-tons** heat pump package unit being too big, too heavy and having control problems, later **5-tons** heat pump package system were also removed without UBC required permits and inspections.
3. Two new **2-tons** heat pump package units on the two roof top areas for Unit B and Unit C with two new ducting systems were installed without UBC required weight load and wind loan calculations, permits and inspections again.
4. Two new window holes on exterior walls were opened for two window cooling units in Unit A without UBC required structure calculation, permits and inspections.

All these roof top and wall modifications damaged the whole building structure.

Further, the moisture condition behind tile walls due to faucets leaking also damaged the building structure.

The high moisture exhaust bathroom gas and from the washer/dryer combination unit exhaust gas were vented into ceiling without UBC required permits and inspections and this also damaged the building structure.

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The new layers stuccos were putted on existing center block wall without UBC required permits and inspections. These add additional weight on exterior wall and cause wall cracking and sinking.

The recent inspection of the exterior wall found multiple cracks which indicates

structural problems caused by the heavy weight load on the roof and wall. The estimated cost for remove existing wall and footing and redone all walls, footings now is about \$150,000.

b. Electrical System

I found out that many new electric lines were added and many old electric lines were removed in apartments. One 220v power supply line for new 5-ton heat pump package unit was installed without permit and inspections.

Later, the 5-ton heat pump packaged unit power supply lines was removed and two new 220v power supply lines for two new 2 ton heart pump package units were installed without permits and inspections.

The two new 110 volt power supply line for two window cooling units for Unit A were also installed without permits and inspections. The new circle for new window AC in bedroom was tied in existing breaker. Two circle used one breaker which is illegal and not code permitted. Inside unit a break box was needed to upgrade to add additional circle breaker. All the electrical supply line addition and removal work were performed without code required electrical load calculation, permits and inspections.

The unlicensed and unskilled workers to do the electrical work and used low

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quality materials and used inadequate electrical supply lines. This substandard work may lead electrical lines to overheat and cause fires in the attic when tenant electrical load is high.

The total cost to redone and replace all electrical system is about \$70,000 now.

c. Plumbing System.

I found that that many high pressure water supply lines were replaced to new PEX plastic line not original old copper line and swamp coolers water supply lines were removed and plugged without UBC required permits and inspections.

The unlicensed and unskilled workers who just plugged high pressure water supply lines at rooftop instead of at ground level and who did not remove the water supply lines on top of the roof, inside the attic and behind the drywall. In cold winter, the high pressure water line which was left inside the building may freeze and break the copper line and lead flooding in the whole building.

The unlicensed and unskilled workers to remove and plug natural gas lines for the natural gas wall furnaces without UBC required permits and inspections.

The unlicensed and unskilled workers with little knowledge of natural gas pipe connection requirements. The unlicensed and unskilled workers used the wrong sealing materials and these sealing materials may degrade and lead to natural gas leaks and accumulation inside the drywall and the attic which may cause an explosion or fire.

The unlicensed and unskilled workers to completely renovate all three

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bathrooms in the Subject Property without UBC required permits and inspections. Some faucets and connections behind tile walls and drywall leak and are causing moisture conditions behind tile walls and drywalls.

The estimated cost to recheck, redone and replace old water supply and gas line system now will be \$60,000

d. Sewer System.

The subject property was built in 1954. Clay pipes were used at that time for sewer lines. The unlicensed and unskilled workers were used to snake the clay sewer pipes may break the clay sewer pipes and cause future tree root grown into sewer lines and clogs in sewer lines. Licensed contractors must be hired to snake sewer pipes. The recent clog in sewer line may also cause by broken sewer line due to wall cracking sinking too.

The estimated cost to replace sewer system now is about \$60,000

e Heating System

We found that the natural gas wall heating systems for unit A, B, C were disabled without UBC required permits and inspections. The unlicensed and unskilled workers with little knowledge about natural gas pipe connection requirements may used the wrong sealing materials. These sealing materials. may degrade and lead to a natural gas leak inside the drywall and the attic and may cause and explosion or fire. The recheck and reseal of natural gas lines and connection is required.

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The two electrical heat pump heating systems were installed without UBC required permits and inspections for Unit B and Unit C. The Unit A does not have an electrical heat pump heating system nor a natural gas wall furnace heating system now. Unit A has to use portable electrical heaters.

The estimated cost to recheck and removal old natural gas heating system is \$15,000

f. Cooling System

The old swamp cooler systems were removed without UBC required permits and inspections. The unlicensed and unskilled workers to disconnect water supply lines, cover swamp cooler ducting holes, and disconnect 110V electrical supply lines.

Further, as early as March of 2016, Air Supply Cooling installed one 5-ton new heat pump package unit with new rooftop ducting systems on one roof area to supply cooling and heating air to the whole building consisting of Unit A, Unit B and Unit C without UBC required weight load and wind load calculations, permits and inspections. The 5- ton heat pumps package unit was too big, too heavy and had control problems for whole building. It was removed without UBC required permits and inspections. In early June, 2017, The AIR TEAM to

installed two new 2-ton heat pump package units, one each for Unit B and Unit C. The two window cooling units were also installed in Unit A's exterior walls. All of the above work was done without UBC required permits and inspections.

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The old, uninsulated swamp cooler ducts were used and were not replaced with new insulated HVAC ducts as the UBC required. This resulted in the heat pump package units being overloaded and damaged during cooling season because cool air was heated by uninsulated attic hot air before delivering the cooled air to the rooms. The old, uninsulated swamp cooler ducts were also rusted and leaked due to high moisture air from the bathroom vent fans and the clothes washer/dryer combination unit exhaust vents. The heat pumps would run all the time but still could not cool the rooms.

The estimate cost to remove existing roof top heat pump systems is about \$10,000.

To reduce roof weights and protect building structure, the total 10 mini splitters heat pump systems were required to put on the ground with estimated cost of \$50,000.

g. Moisture conditions and or water damage.

The high moisture bathroom exhaust vent and washer/dryer combination unit exhaust vent were vented into the ceiling attic area instead of venting outside the building roof without UBC required permits and inspections. The improper ventings caused high moisture conditions in ceiling and water damages in ceiling and attic. The high moisture conditions in the ceiling and attic destroyed ceiling insulations, damaged the roof decking, damaged roof trusses and damaged that roof structure supports.

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Plaintiff's Expert Witness Disclosure

Page 170

All three bathrooms were completed renovated without UBC required permits and inspections. Some faucets and connections behind tile walls and drywall leaks and caused moisture conditions behind tile walls and drywalls.

The estimated cost to fix all these moisture issues now is about \$40,000

h. Roof.

The roof of the Subject Property was damaged by changing roof top Heating, Cooling and Venting and ducting systems multiple times. The existing swamp coolers were removed from roof top and covered the swamp coolers ducting holes. A 5-ton heat pump package unit with a new ducting system on one roof top area was installed. Later The 5-ton heat pump package unit with part of the ducting system from the one roof top area was removed. The two 2-ton heat pump package units on the two roof top areas were installed. All of this

renovation, demolition, and construction work was done without UBC required weight load and wind load calculations, permits and inspections.

The heavy wind and dead weight load of Heating, Cooling heat pump systems cause roof unstable and moving.

The high moisture bathroom exhaust gas and washer/dryer combination unit exhaust gas were vented into the ceiling attic area instead of venting outside the building roof. These cause wood decay inside roof. And weak the roof structures

The work damaged the roof of the Subject Property to such an extent that when it rains the roof leaks.

Miao v. TKNR, INC et al

Case # A-18-785917-C

Plaintiff's Expert Witness Disclosure

Page 171

The estimate cost to remove existing roof and replace with new roof and structure is \$70,000.

h. Fungus or mold problems.

The bathroom high moisture went fans and the washer/dryer combination unit exhaust gas were vented into the ceiling and attic without venting outside of the roof. All of this renovation, demolition, and construction work was done without UBC required permits and inspections and this damaged the building structure and create molds. The black color fungus mold was found inside ceiling and attic.

The estimated cost to remove black color fungus mold from ceiling and attic now is \$50,000.

i. Flooring.

The low quality cheap ceramic tiles were installed on the loose sandy ground rather than on a strong, smooth, concrete floor base. Mass quantities of floor ceramic tiles cracked and the floor buckled. These cracked ceramic tiles may cut tenants' toes and create a trip and fall hazard. These are code violations had to be repaired.

The estimated cost for relevel, repair and replace flooring is \$25000

j. Problems with the land/foundation

The large quantities of floor tiles cracked and the floor buckled were found in apt units.

This indicated that there have foundation problems likely due to heavy loads by the new HVAC systems and the venting of moisture into the ceiling and attic and new stuccos lays. Too

Miao v. TKNR, INC et al

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Plaintiff's Expert Witness Disclosure

Page 172

much weight loads on the walls caused exterior wall cracking.

The estimated cost for replace footing and foundation is \$50,000

EXHIBIT H

EXHIBIT H

Permit / Application Status

SEARCH BY: Address

STREET NUMBER: 2132 STREET NAME

Search

Clear Search

No address found. Please check and re-enter address.

2132 HOUSTON DR., LAS VEGAS

Select & Continue

Showing 1 to 1 of 1

This site will display selected information for development applications and permits submitted to the City of Las Vegas. This information is prepared as an informational service only and should not be relied upon as an official record. For official records and actions, please contact the appropriate department. [Click here](#) for a listing of city permits and licenses.

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SEARCH BY:

Address

STREET NUMBER:

2132

STREET NAME:

houston

Do not include suffix (St., Blvd. Cir.)

Search

Clear Search

Sort By

RESULTS 2 record(s) found for Address- '2132 houston'

| | |
|--------|--|
| Select | <div>C18-03833 - Commercial Building Permit (Com)</div> <div>Key Number: 923987</div> <div>Current Status: Inspections</div> <div>Application Received: 9/6/2018</div> <div>Project Name: Unit A</div> <div>Address: 2132 HOUSTON DR</div> <div>Type of Work: Over the counter</div> <div>Permit Issued: 9/6/2018</div> <div>Expiration Date: 3/27/2019 – Please contact Building and Safety at 702-229-6251</div> <div>Scope of Work: ELECTRIC METER TAG, PANEL CHANGE OR SERVICE CHANGE (Schedule a 231 inspection for service change) (1)</div> |
| Select | <div>R18-13147 - Residential Building Permit (Res)</div> <div>Key Number: 927848</div> <div>Current Status: Completed</div> <div>Application Received: 10/3/2018</div> <div>Project Name: 2132 Houston St.</div> <div>Address: 2132 HOUSTON DR</div> <div>Type of Work: Wall Fence</div> <div>Permit Issued: 10/3/2018</div> <div>Scope of Work: Chain Link Fence</div> |

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City Of Las Vegas

Las Vegas City Hall

495 S. Main St.
Las Vegas, NV 89101

Phone: 702-229-6011
TTY 7-1-1
An All-America City

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EXHIBIT I

EXHIBIT I

DECLARATION OF KENNY LIN

KENNY LIN, being first duly sworn, deposes and says that he has personal knowledge and is competent to testify to the facts below. The facts stated herein are true to the best of my own personal knowledge, except for those facts stated upon information and belief, and as to those facts, I believe them to be true.

1. I have personal knowledge of the events related to WLAB Investment, LLC's ("Plaintiff") case against Defendants TKNR INC. ("TKNR"), CHI ON WONG ("WONG"), KENNY ZHONG LIN ("LIN"), LIWE HELEN CHEN ("CHEN"), YAN QIU ZHANG ("ZHANG"), INVESTPRO LLC ("INVESTPRO"), MAN CHAU CHENG ("CHENG"), JOYCE A. NICKRANDT ("NICKRANDT"), INVESTPRO INVESTMENTS, LLC ("Investments"), and INVESTPRO MANAGER LLC (hereinafter collectively referred to as the "Defendants") related to the purchase of 2132 Houston Drive, Las Vegas, NV 89104 ("Property").

2. On August 2, 2017, TKNR submitted its Seller Disclosures timely indicating all known conditions of the Subject Property. TKNR disclosed that "3 units has (sic) brand new AC installed within 3 months," and further that the "owner never resided in the property and never visited the property." I had also directly told Ms. Zhu and Frank Miao ("Miao") that TKNR had only done minor renovations, such as painting, was conducted by its "handyman", which we also disclosed in the Seller's Disclosures. As to the handyman work, we noted in the disclosures that TKNR had done construction, modification, alterations, or repairs without permits.

3. During all times relevant, I kept telling Ms. Zhu and Mr. Miao that they needed to get an inspection done on the Property.

4. Despite these disclosures, Plaintiff chose not to inspect the Subject Property, request additional information, and/or conduct any reasonable inquiries.

5. At the time that TKNR had done renovations on the Property, it was limited to changing countertops, cabinets, vanities, and other minor work that did not involve opening walls or remodeling improvements. The only condition that we were aware of at the time that TKNR owned the Property related to tenant complaints about it being too hot. In that light, we retained a licensed contractor, The Air Team, to install separate HVAC units for two units to

MICHAEL B. LEE, P.C.
1820 E. SAHARA AVE., SUITE 110
LAS VEGAS, NEVADA 89104
TEL - (702) 477.7030; FAX - (702) 477.0096

MICHAEL B. LEE, P.C.
1820 E. SAHARA AVE., SUITE 110
LAS VEGAS, NEVADA 89104
TEL - (702) 477-7030; FAX - (702) 477-0096

1 keep it cooler for the tenants. We also updated a box HVAC unit that supplied both heating and
2 air conditioning to the third unit. As to the HVAC work, we completely relied upon The Air
3 Team to do the work, which included acquiring any permits. Either way, we had disclosed the
4 work on the HVAC unit to Ms. Zhu and Mr. Miao through multiple conversations and through
5 the disclosures.

6 6. No Defendant was aware of any issues with any structural, electrical, plumbing,
7 sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues with the Property
8 before the time of the sale to Ms. Zhu. Nor was any Defendant aware of any issues with any
9 structural, electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or
10 foundation issues with the Property at the time of the sale to Ms. Zhu.

11 7. We disclosed any material and relevant facts, data or information which we knew,
12 or which by the exercise of reasonable care and diligence should have known, relating to the
13 Property. Nevertheless, we kept encouraging Mr. Miao and Ms. Zhu to have an inspection done.

14 8. I have reviewed Plaintiff's expert report. We were not aware of any of the alleged
15 conditions that "materially affects the value or use of residential property in an adverse manner",
16 and did not realize, perceive, or have knowledge of that defect or condition. We, again, disclosed
17 that TKNR did not reside or visit the property, and that the only issue we were aware of related
18 to the air condition.

19 9. We did not know about any of the alleged conditions identified in Plaintiff's
20 expert report as we had no realization, perception, or knowledge of them.

21 10. The original settlement demand we received from Plaintiff was \$10,000.00.

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

24 FURTHER DECLARANT SAYETH NAUGHT

25 DATED this 12 day of December, 2020.

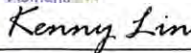
26 
27 KENNY LIN
28

EXHIBIT J

EXHIBIT J

702.908.1766

theairteamlv.com

facebook.com/theairteamlv

| EQUIPMENT | MAKE | AGE | MODEL NO. | SERIAL NO. | FILTER SIZE | QTY |
|-----------|------|-----|-----------|------------|-------------|-----|
| | | | | | X X | |
| | | | | | X X | |
| | | | | | X X | |

| | | | | | | | |
|---|--|---|--|---|--|---|--|
| CUSTOMER Invest Pro Realty BILLING ADDRESS CITY/STATE/ZIP PHONE EMAIL CONTACT Danna | | JOB NAME Unit B & C JOB ADDRESS 2132 Houston Dr. CITY/STATE/ZIP Las Vegas, Nv 89104 PHONE ALT. PHONE TIME DATE 06/03/2017 TECHNICIAN | | ENVIRONMENTAL CHECKLIST CONDENSING UNIT QTY TYPE/DISPOSITION <input type="checkbox"/> RECOVERED <input type="checkbox"/> RECYCLED <input type="checkbox"/> RECLAIMED <input type="checkbox"/> RETURNED <input type="checkbox"/> DISPOSAL <input type="checkbox"/> DISMANTLED <input type="checkbox"/> CHANGED OUT/REPLACED | | CHECKLIST <input type="checkbox"/> COMPRESSOR <input type="checkbox"/> SUCTION <input type="checkbox"/> HEAD <input type="checkbox"/> ELECTRICAL CONNECTIONS <input type="checkbox"/> CONTACTS TIGHT & CLEAN <input type="checkbox"/> OIL LEVEL & CONDITION <input type="checkbox"/> CONDENSER COIL <input type="checkbox"/> CLEAN COIL & CHECK FIN. COND. <input type="checkbox"/> ENT _____°F LVG _____°F <input type="checkbox"/> REFRIGERANT <input type="checkbox"/> LEAK <input type="checkbox"/> CHARGE <input type="checkbox"/> FAN AND MOTOR VOLTS _____ AMPS _____ <input type="checkbox"/> ELECTRICAL CONNECTIONS <input type="checkbox"/> CONTACTS TIGHT & CLEAN <input type="checkbox"/> FAN PULLEYS (ADJUST BELT) <input type="checkbox"/> CHECK LUG BEARINGS <input type="checkbox"/> EVAPORATOR COIL <input type="checkbox"/> CLEAN COIL & CHECK FIN. COND. <input type="checkbox"/> ENT DB _____°F LVG DB _____°F <input type="checkbox"/> ENT WB _____°F LVG WB _____°F <input type="checkbox"/> CONDENSATE AREAS <input type="checkbox"/> INSPECT & CLEAN DRAIN PAN <input type="checkbox"/> INSPECT & CLEAN DRAIN <input type="checkbox"/> AIR FILTERS <input type="checkbox"/> CLEANED <input type="checkbox"/> REPLACED <input type="checkbox"/> FILTER SIZE _____ <input type="checkbox"/> HEATING ASSEMBLY <input type="checkbox"/> BURNER & HEAT EXCHANGER <input type="checkbox"/> FUEL SUPPLY & PRESSURE <input type="checkbox"/> PILOT ASSEMBLY <input type="checkbox"/> FLAME ADJUSTMENT <input type="checkbox"/> PRIMARY RELAY & FLUE <input type="checkbox"/> PAN & LIMIT SWITCH OPER. <input type="checkbox"/> BLOWER ASSEMBLY <input type="checkbox"/> RV VALVE <input type="checkbox"/> STRIP HEAT <input type="checkbox"/> DEFROST CYCLE <input type="checkbox"/> ELECTRICAL COMPONENTS <input type="checkbox"/> RELAYS <input type="checkbox"/> CONTACTORS <input type="checkbox"/> OVERLOAD <input type="checkbox"/> PRESS SWITCH <input type="checkbox"/> THERMOSTAT <input type="checkbox"/> OK <input type="checkbox"/> REPLACE <input type="checkbox"/> RELOCATE | |
| WORK TO BE PERFORMED <input type="checkbox"/> AC <input type="checkbox"/> HT <input type="checkbox"/> SERVICE <input type="checkbox"/> REPAIR <input checked="" type="checkbox"/> INSTALLATION Unit B and Unit C rooftop package unit install. \$3,800 down payment received on 05/25/2017 | | DESCRIPTION OF WORK Installed new Goodman 2 ton heat pump roof top package unit for Unit B and Unit C. Tested both system operation. Both are working normal. 10 year manufacturer warranty on parts. 1 year labor warranty. | | QTY MATERIALS & SERVICES UNIT PRICE AMOUNT REFRIGERANT R- LBS. FILTERS X X 2 Goodman 2ton hp rtu \$3,800 \$7,600 50% Down Payment -\$3,800 TOTAL MATERIALS & SERVICES \$ TOTAL LABOR \$ | | TOTAL SUMMARY TOTAL MATERIALS TOTAL LABOR TRAVEL CHARGE TAX TOTAL \$ \$3,800.00 | |
| RECOMMENDATIONS/COMMENTS Please register units online within 60 days at "goodmanmfg.com" to get a full 10 year manufacturers warranty. | | TERMS DUE UPON RECEIPT I have the authority to order the work outlined above which has been satisfactorily completed. I agree that the Seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, Seller can remove said equipment/materials at Seller's expense and/or impose a 2% liquidation fee on the entire amount contained in the Seller/Buyer transaction. Any damage resulting from said removal shall not be the responsibility of the Seller. | | All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, expressed or implied, and its agents or technicians are not authorized to make any such warranties on behalf of the above named company. <input type="checkbox"/> REGULAR <input type="checkbox"/> WARRANTY <input type="checkbox"/> PM SERVICE REMIT PAYMENT TO: 5649 CHAMPAGNE FLOWER ST, NORTH LAS VEGAS NV 89131 THANK YOU for choosing THE AIR TEAM for your heating & cooling needs. | | PAYMENT METHOD <input type="checkbox"/> CASH <input type="checkbox"/> CHECK \$ _____ NO. _____ \$ _____ <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> DISCOVER NAME ON CARD CREDIT CARD NO. EXP. DATE SECURITY CODE | |
| CUSTOMER SIGNATURE DATE 06/03/2017 | | FOR OFFICE USE ONLY <input type="checkbox"/> ENT DATE INT | | | | | |

Confirmed TN work done 1/25
 Charged TN Copay: NU
 Closed Task: 1/25 Date: 4/13
 Ok to Pay Vendor: 4/13 Initial: DUC

Unit B: Goodman
 Model# GPH1424M41AB.
 Serial# 1702074865.
 Unit C: Goodman
 Model# GPH1424M41AB
 Serial# 1704201157

DEF 0020

Air Supply Cooling

• Refrigeration • Air Conditioning • Heating

3170 E. Sunset Road, Suite B Las Vegas, NV 89120

702.688.9979

Lic. # 0079885 Bonded & Insured

airsupplycorp@aol.com

Monetary Limit \$10,000 EPA Certified

☐ COD

☐ GOLDEN CUSTOMER

☒ BILLABLE

☐ WAR

☐ C/B

☐ Q/A

JOB LOCATION

Name INVEST For Healthy
Street 2132 Houston DR
City Las Vegas State NV ZIP
Home Phone Work Phone
Email

BILLING ADDRESS (IF DIFFERENT)

Name
Street
City State ZIP
Home Phone Work Phone
Email

I have the authority to order the work detailed and prices below and to do so order. It is agreed that Air Supply Cooling & Heating Corp. will retain title to any equipment furnished until final and complete payment is made. Air Supply Cooling & Heating Corp. will have the right to take any action necessary to collect any unpaid balance including property liens, collections fees, court cost, highest legal interest fees, and attorney cost. By my signature below, I agree that I have read and understand, also I agree to this agreement.

Authorization to proceed with Repair: I, hereby authorize the below described work in the "work Performed" section of this work order. I agree to 2.5% per month for past due accounts. In the event collection efforts are initiated against me, I shall pay for all associated fees at the posted rates. By signing below, I agree that I have read, understand, and agree to the terms listed herein and on the reverse side.

SIGNATURE X

Equip Type #1 AC HP Mfg Ducane MN 4813A6072A
Equip Type #2 Mfg MN
Equip Type #3 Mfg MN

SIGNATURE X

SN 161467690 LC Roof Age new
SN LC Age
SN LC Age

| COOLING | 1st unit | | 2nd unit | | CONDENSOR | INITIAL | 30 MIN | INITIAL | 30 MIN |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------------|---------|--------|---------|--------|
| | PASS | FAIL | PASS | FAIL | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Head Pressure | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Suction Pressure | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Compressor Amps | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Cond. Motors Amps | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Overall Condition | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | REFRIGERANT LOOP | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Leak Check | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Refrigerant Charge | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | CONDENSER & EVAP COILS | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Leak | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Cleaned | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Condensate Drain | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Contactor / Circuit Conductors | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | FAN MOTOR & DRIVE | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Motor Amps | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Belts / Adjustments | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Bearings | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Overall Condition | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Air-Flow Temp | | | | |

| HEATING | 1st unit | | 2nd unit | | FAU-HEATER |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---|
| | PASS | FAIL | PASS | FAIL | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Burners |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Heat Exchanger (Visual inspection only) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Valve Controls |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Unit Operation |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Overall Condition |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | BLOWER ASSEMBLY |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Cleaned |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Overall Condition |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | ELECTRONIC AIR CLEANER |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | None |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Cleaned |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Overall Condition |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | ELECTRONIC CONTROLS |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | T-Stats |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Contractor |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Relays/ Capacitors |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Circuit Conductors/ Breakers |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Switches |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Air-Flow Temp |

SAVE
THIS
INVOICE!

- Receive \$500 off your new air conditioning system purchase, includes a 10 year limited warranty.
- Receive \$50 off your next repair on you air conditioning system.
- Refer Us To A Friend & Receive A Free 20 Point Inspection On Your A/c System

DIAGNOSIS

- NEW unit installation
- 5 ton heat pump
- includes 1 yr, 1 yr labor warranty
Recommendations: - 3 digital thermostat
- (3) ductwork modification

PAYMENT INFORMATION

METHOD OF PAYMENT:

☐ CC ☐ ACCOUNT ☐ CHECK ☐ CASH

CC#

EXPIRATION DATE

DATE

CC CVD CODE

AUTHORIZATION CODE/PO #

NDL #

INVOICE TOTAL

Diagnostic Fee \$

Flat Rate Charge \$

GCA Discount \$

INVOICE TOTAL \$ 6450.00

Sales tax on parts (with no markup) is included on all flat rate quotes. RESIDENTIAL RECOVERY FUND payments may be available from the recovery fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulting from certain specified violation of Nevada law by a contractor licensed in this state. To obtain information relating to the recovery fund and filing a claim for recovery from the recovery fund you may contact the State Contractors Board at: 2310 Corporate Center Suite #200 Henderson, NV 89074 Telephone: (702) 486-1100

I decline the above detailed repairs & understand by doing so I may further damage my HVAC or Heating Systems.

SIGNATURE X INITIALS

WORK PERFORMED

| QTY | DESCRIPTION | STANDARD RATE | GCA RATE |
|-----|--|---------------|----------|
| 1 | 5 ton heat pump | \$ 4000.00 | \$ |
| 1 | (3) digital thermostat | \$ 200.00 | \$ |
| 1 | Ductwork modification | \$ 2250.00 | \$ |
| | Confirmed TN repair done: <u>YES</u> | | |
| | Charged TN Copy: <u>NT</u> | | |
| | Closed Task: <u>YES</u> Date: <u>3/10</u> | | |
| | OK to Pay Vendor: <u>YES</u> Initial: <u>DWP</u> | | |

Tech Name:

The Service Technician has reviewed with me the Golden Customer Agreement. I Accept I Decline

SIGNATURE X

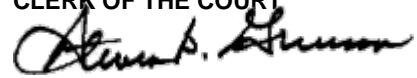
Signature hereby acknowledges the satisfactory completion of the work performed above.
* See exclusions on reverse side.

"THE GREATEST COMPLIMENT WE CAN RECEIVE IS A REFERRAL." -THANK YOU

0586EF 0021

Exhibit K

Exhibit K



BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865
Fax 385-1847
ben@benchilds.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

TKNR, INC, a California Corporation, and
CHI ON WONG, an individual, and
KENNY ZHONG LIN, an individual, and
INVESTPRO LLC dba INVESTPRO REALTY and
JOYCE A. NICKRANDT, an individual and
Does 1 through 5 and Roe Corporations I - X

Defendants

Case # A-18-785917-C
Dept # 14

Hearing : 11/18/2020
[Chambers on OST]

LIMITED OPPOSITION TO DEFENDANTS' MOTION TO FILE AMENDED
ANSWER, COUNTERCLAIM AND THIRD-PARTY CLAIM

INTRODUCTION

Defendants seek to file an Amended Answer, add a Countclaim and file a
Third-Party claim against a mechanical contractor. The hearing was set on an
Order Shortening Time.

DEFENDANTS DO NOT SUPPORT THEIR FACTUAL CONTENTIONS

The factual contentions in Defendants' motion are supported by NO
admissible evidence nor affidavit. A couple of emails between counsel about
Defense counsel seeking a stipulation to allow Defendants to file the frivolous
Counterclaim is not evidence.

EDCR 2.21, set forth below, requires motions to be supported by evidence.

EDCR 2.21

(a) Factual contentions involved in any pretrial or post-trial motion must be initially presented and heard upon affidavits, unsworn declarations under penalty of perjury, depositions, answers to interrogatories, and admissions on file. Oral testimony will not be received at the hearing, except upon the stipulation of parties and with the approval of the court, but the court may set the matter for a hearing at a time in the future and require or allow oral examination of the affiants/declarants to resolve factual issues shown by the affidavits/declarations to be in dispute. This provision does not apply to an application for a preliminary injunction pursuant to N.R.C.P.

65(a).

(b) Each affidavit/declaration shall identify the affiant/declarant, the party on whose behalf it is submitted, and the motion or application to which it pertains and must be served and filed with the motion, opposition, or reply to which it relates.

(c) Affidavits/declarations must contain only factual, evidentiary matter, conform with the requirements of N.R.C.P. 56(e), and avoid mere general conclusions or argument. Affidavits/declarations substantially defective in these respects may be stricken, wholly or in part.

Defendants' motion simply references a proposed amended pleading, which was filed as a separate document a day after the motion was filed, without any supporting "affidavits, unsworn declarations under penalty of perjury, depositions, answers to interrogatories, and admissions on file" as required by the rule.

The Motion should be denied, other than the allowance to file the Third-Party Complaint, which is unopposed.

///

1 PLAINTIFF HAS NO OPPOSITION TO THE MOTION TO FILE A THIRD-PARTY
2 COMPLAINT
3

4 Plaintiff has no opposition to Defendants filing a third-party claim; in fact the
5 proposed Third-Party Complaint emphasizes a couple of the defects which are
6 the subject of this lawsuit. The defects were hidden by Defendants, but
7 discovered by Plaintiff as described in Frank Miao's narrative affidavit attached
8 hereto, supported by Exhibits 1 through 8.
9

10 Additionally, PLAINTIFF'S ANSWERS TO TKNR'S FIRST SET OF
11 INTERROGATORIES served October 19, 2020, [Exhibit 9] specifically responses
12 to questions 38 - 40 beginning on page 26, describe how Plaintiff discovered the
13 multiple defects and false or inaccurate statements, after purchasing the property
14 on December 15, 2017. The answer to the Interrogatory # 39 is set forth below.
15

16 After purchasing the Subject Property, a tenant told Mr. Miao about
17 water dripping from the ceiling. Also, when it rained the roof was
18 leaking. When we opened drywall on the ceiling we found out about
19 the vent going into the attic, not to an outside pipe.

20 The tenant told us about a new crack in the wall and the floor was
21 shifting, causing the tiles to crack. In the summer of 2018, the tenant
22 in Unit A couldn't use the air conditioning because the electric fuses
23 kept blowing out. Once Plaintiff hired a licensed electrician, they
24 found out there were two circuits into one fuse and the load was too
25 high.

26 The Seller's Real Property Disclosure Form [Exhibit 6] did not disclose any
27 of the defects which Plaintiff discovered. Thus, the lawsuit.
28

29 ///

1 OPPOSITION TO MOTION TO FILE AMENDED ANSWER AND
2 COUNTERCLAIM
3

4 Defendants first delayed the case by filing a Motion to Dismiss, which was
5 heard by this Court on February 7, 2019. This Motion was summarily denied
6 although there doesn't seem to have ever been a written order filed.
7

8 Defendants filed their Answer to Plaintiff's First Amended Complaint on
9 March 19, 2019, about 18 months ago. Plaintiff hustled and obtained an expert
10 witness and timely disclosed same on August 14, 2020. Defendants woke up
11 and filed a late motion to extend discovery because they had blown their own
12 expert witness deadline, and that motion was granted at a hearing held on an
13 order shortening time on October 22, 2020. On that same date Defendants
14 substituted the instant counsel, Mr. Lee, as their attorney.

15 Defendants filed the instant motion on November 11, 2020, again on an
16 expedited basis, but didn't file the Proposed Amended Answer, Counterclaim and
17 Third-Party Claim until November 12, 2020.

18 Now Defendants want to file a 29 page Answer/Counterclaim/Third-party
19 claim which will obviously result in MORE delays and increase Plaintiff's costs to
20 prosecute this case. The affirmative defenses went from the original eight in the
21 Answer filed March 16, 2019 to a proposed forty. [Exhibit B, 4-7]
22

23 But disturbingly Defendants seek to assert a completely baseless cause of
24 action for abuse of process. Again, Defendants have supported their Motion with
25 not a single affidavit nor any shred of documentary evidence. Speaking of which,
26 Plaintiff understandably reserves the right to file a supplemental pleading to
27 address ANY reply filed by Defendants that contains an affidavit or documentary
28 evidence.
29
30
31
32

1 LEGAL AUTHORITY BASIS REQUIRED TO SUPPORT AN ABUSE OF
2 PROCESS CAUSE OF ACTION
3

4 Abuse of Process is an intentional tort that requires proof of two elements:
5 (1) an ulterior purpose for bringing a legal action other than resolving a dispute,
6 and (2) a willful act in the use of the legal process not proper in the regular
7 conduct of the proceeding. Posadas v. City of Reno, 109 Nev. 448, 457, 851
8 P.2d 438, 444-45 (1993). See, also, Kovacs v. Acosta, 106 Nev. 57, 59, 787
9 P.2d 368, 369 (1990).
10

11 Again, Defendants have NO EVIDENCE supporting their Motion. No
12 evidence of Plaintiff having both (1) an ulterior purpose for bringing a legal action
13 other than resolving a dispute, **AND** (2) a willful act in the use of the legal process
14 not proper in the regular conduct of the proceeding. Plaintiff was a victim of
15 Defendants' multiple torts and fraud as outlined in the Amended Complaint. The
16 court action was required to be initiated to address Plaintiff's damages.
17 Defendants have NO evidence supporting a cause of action for Abuse of
18 Process. Defendants have had 18 months go gather evidence. Plaintiff is
19 prejudiced because Defendants are bringing this issue up at the end of the case
20 with no explanation about why this wasn't (1) addressed earlier and (2) after 19
21 months there is no evidence to support their proposed cause of action.
22

23 The reason Defendants have no evidence supporting their motion to add a
24 counterclaim for abuse of process is simple. No evidence exists.

25 The court is reminded that argument of counsel is NOT evidence. B

26 Even a cursory review of the Seller's Real Property Disclosure Form
27 [Exhibit 6] evidences that Plaintiff was told that there were NO problems with the
28 electrical system, the plumbing, or the sewer system. [Exhibit 6, page 1] It was
29 stated in writing that there was no structural problems, foundation problems, roof
30 problems, fungi or mold, nor "any other condition or aspects of the property which
31
32

1 materially affect its value or use in an adverse manner". [Exhibit 6, page 2]

2 . Meanwhile, Plaintiff sets forth a plethora of evidence, even given the short
3 response time, in Exhibits 1 through 9 attached hereto, which prove that the
4 causes of action in the Amended Complaint are based in fact and not for any
5 ulterior purpose.

6 Defendants already filed a Motion to Dismiss, Alternatively for Summary
7 Judgment, as set forth above, which was summarily denied by this Court on
8 February 7, 2019. This is over nineteen months ago.

9 If Defendants are allowed to file the proposed Counterclaim, Plaintiff will
10 likely file it's own motion to file a Second Amended Complaint and allege an
11 additional cause of action for abuse of process based on the Defendants' cause
12 of action for abuse of process.

13 Defendants are not prejudiced in the least by denying their motion to file
14 the counterclaim. An abuse of process cause of action is generally filed AFTER
15 the case concludes. When Plaintiff prevails at trial, there will obviously be no
16 basis for an abuse of process claim.

17 CONCLUSION

18 All Defendants have is argument about disputed facts. Their motion to
19 add an additional 32 affirmative defenses should be denied as they have not
20 provided any evidence supporting the need for additional affirmative defenses.

21 Defendants have not provided any evidence supporting their motion, even
22 to file the Third-Party Complaint. Nonetheless, Plaintiff does not oppose filing a
23 Third-Party Complaint to bring in the mechanical contractor who even Defendants
24 now assert caused damage to the Subject Property.

25 This is just the latest in the ongoing delay strategy engaged in by
26 Defendants to delay and hinder the lawsuit. Plaintiff opposes the motion for
27
28
29
30
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32

1 Defendants to file an Amended Answer and Counterclaim. There's no
2 explanation for the 18 month delay before addressing this issue the February 7,
3 2020 hearing on Defendants' Motion to Dismiss, Alternatively for Summary
4 Judgment and then Defendants' Answer to the Amended Complaint filed on
5 March 19, 2019.

6
7 Plaintiff would be prejudiced by having to now address this new cause of
8 action in discovery if Defendants are allowed to add a cause of action at this late
9 stage. Which, of course, suits Defendants fine because it fits directly with their
10 delay strategy.

11 Further, if Defendants are allowed to add an abuse of process cause of
12 action, Plaintiff will likely file it's own motion to file an amended pleading to add
13 it's own abuse of process cause of action, since this cause of action would have
14 just arisen. The Court would be hard pressed to deny Plaintiff's motion if it allows
15 Defendants to file a new cause of action without any supporting documentation.
16 This will obviously serve Defendants' wishes by not only providing additional
17 reasons for Defendants to delay trial, but unnecessarily adding confusion when
18 the case is ultimately tried.

19 If abuse of process causes of action are allowed, at trial Defendants will be
20 sidetracking the jury with bogus arguments about Plaintiff's intentions when filing
21 the lawsuit and prosecuting the lawsuit, rather than the actual facts of the upon
22 which the lawsuit is based. Plaintiff will have to similarly respond that it should
23 not only prevail based on the causes of action already set forth in the Amended
24 Complaint, but Defendants should also be liable for abuse of process by filing
25 their abuse of process Counterclaim. This absurd result would exist in every
26 lawsuit and the Court should not allow Defendants to make a mockery of the
27 court system by allowing them to file an abuse of process counterclaim.

28
29 Defendants' argument is the equivalent of a driver in an auto accident
30 case, whether plaintiff or defendant, filing an abuse of process cause of action in
31

1 the complaint or as a counterclaim, because each respective driver says the light
2 was "green" or "red" as benefits them. Or the speed of themselves or the
3 opposing driver obviously caused the accident. Or the mechanical condition of
4 their car or the opposing driver's car caused the accident. And so on. Thus,
5 given the interested party's testimony, the opposing party MUST BE LYING so
6 filing the complaint or the answer are evidence of "(1) an ulterior purpose for
7 bringing a legal action other than resolving a dispute, and (2) a willful act in the
8 use of the legal process not proper in the regular conduct of the proceeding."
9 Obviously this is ridiculous. The same argument is being made by Defendants
10 and the court should summarily deny their motion to add a cause of action for
11 abuse of process.
12

13 Plaintiff has already prevailed in one Motion to Dismiss, Alternatively for
14 Summary Judgment and has once again provided more than sufficient evidence
15 supporting its causes of action, including Mr. Miao's narrative declaration
16 attached hereto.
17

18 /s/ Benjamin B. Childs, Sr.
19 BENJAMIN B. CHILDS, Sr.
20 Nevada Bar # 3946
21 Attorney for Plaintiff

22 Exhibits

- 23 1 Promotional Website for flipping fund
- 24 2 Deed to TKNR recorded September, 2015
- 25 3 Receipts for repairs to Subject Property in 2016
- 26 4 Emails from Plaintiff regarding inspection and required repairs
- 27 5 Excerpt from offer and acceptance for the Subject Property
- 28 6 Seller Real Property Disclosure Form
- 29 7 Requirements for permits and inspections
- 30 8 Ami Sani expert report
- 31 9 Plaintiff's Answers to TKNR's First Set of Interrogatories
- 32

1 CERTIFICATE OF ELECTRONIC SERVICE

2 This LIMITED OPPOSITION TO DEFENDANTS' MOTION TO FILE AMENDED
3 ANSWER, COUNTERCLAIM AND THIRD-PARTY CLAIM, with attachments, was
4 served through the Odyssey File and Serve system. Electronic service is in place of
5 service by mailing.

6 /s/ Benjamin B. Childs, Sr.
7 BENJAMIN B. CHILDS, Sr. ESQ.
8 NEVADA BAR # 3946

Exhibit L

Exhibit L

Heather S. Smith
CLERK OF THE COURT

MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
MICHAEL B. LEE, P.C.
1820 East Sahara Avenue, Suite 110
Las Vegas, Nevada 89104
Telephone: (702) 477.7030
Facsimile: (702) 477.0096
mike@mblnv.com
Attorney for Defendants/Counterclaimants/Third-Party Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka
HELEN CHEN, an individual and YAN QIU
ZHANG, an individual, and INVESTPRO
LLC dba INVESTPRO REALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS I LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,

Defendants.

CASE NO.: A-18-785917-C
DEPT. NO.: XIV

ORDER GRANTING DEFENDANTS'
MOTION FOR LEAVE TO FILE
AMENDED ANSWER,
COUNTERCLAIMS, AND THIRD-PARTY
CLAIMS ON AN ORDER SHORTENING
TIME

Date of Hearing: November 18, 2020
Time of Hearing: chambers

This matter being set for hearing before the Honorable Court on November 18, 2020 at
9:30 a.m., on Defendants' TKNR INC., CHI ON WONG aka CHI KUEN WONG, KENNY
ZHONG LIN, aka KEN ZHONG LIN aka KENNETH ZHONG LIN aka WHONG K. LIN aka
CHONG KENNY LIN aka ZHONG LIN, LIWE HELEN CHEN aka HELEN CHEN, YAN QIU
ZHANG, INVESTPRO LLC dba INVESTPRO REALTY, MAN CHAU CHENG, JOYCE A.
NICKRANDT, INVESTPRO INVESTMENTS LLC, and INVESTPRO MANAGER LLC,
(collectively, the "Defendant"), Motion for Leave to File Amended Answer, Counterclaims, and

1 Third-Party Claims on an Order Shortening Time ("Motion"), by and through their attorney of
2 record, MICHAEL B. LEE, P.C. Plaintiff W L A B INVESTMENT, LLC appeared on and through
3 its counsel of record, BENJAMIN B. CHILDS, ESQ. The Motion, to which Plaintiff filed a limited
4 opposition, was set for Chambers Calendar before Department 14 of the Eighth Judicial District
5 Court, the Honorable Adriana Escobar presiding, on November 18, 2020. After considering the
6 pleadings of counsel, the Court enters the following order:

7 1. A motion for leave to amend is left to the sound discretion of the trial judge, and
8 the trial judge's decision will not be disturbed absent an abuse of discretion. *University & Cmty.*
9 *Coll. Sys. v. Sutton*, 120 Nev. 972, 988 (2004).

10 2. Under NRCP 15(a)(2), [t]he court should freely give leave when justice so
11 requires. Motions for leave to amend a pleading ought to be granted unless a strong reason exists
12 not to do so, such as prejudice to the opponent or lack of good faith by the moving party. *Nutton*
13 *v. Sunset Station, Inc.*, 131 Nev. 279, 284 (Nev. App. 2015); *see also Stephens v. S. Nev. Music*
14 *Co.*, 89 Nev. 104, 105 06 (1973) ([I]n the absence of any apparent or declared reason such as
15 undue delay, bad faith or dilatory motive on the part of the movant the leave sought should be
16 freely given.).

17 3. Here, Defendants Motion is timely filed as the deadline to amend the pleadings
18 and add parties is December 14, 2020. The Court finds that Defendants should be given leave to
19 amend their Answer, to file a Counterclaim, and to file a Third-Party Claim. .

20 4. The arguments Plaintiff raises in its limited opposition are meritless.
21 Based on the foregoing, the Court GRANTS Defendants' Motion.

22 ////

23 ////

24 ////

25 ////

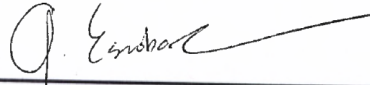
26 ////

27 ////

28 ////

1 **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED** that the Motion is
2 **GRANTED.**

Dated this 2nd day of December, 2020



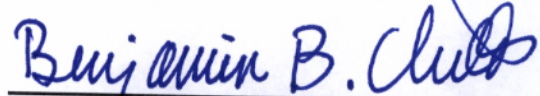
3
4
5 Date: December 2, 2020.

67A 5D2 D6CB 110B
Adriana Escobar
District Court Judge

6 Respectfully Submitted By:

Approved of as to Form and Content By:

7 MICHAEL B. LEE, P.C.



8 /s/ Michael Lee

9 MICHAEL B. LEE, ESQ. (NSB 10122)
10 MICHAEL MATTHIS, ESQ. (NSB 14582)
11 1820 E. Sahara Avenue, Suite 110
12 Las Vegas, Nevada 89104
13 Telephone: (702) 477.7030
14 Facsimile: (702) 477.0096
15 mike@mblnv.com
16 *Attorneys for Defendants*

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318 S. Maryland Parkway
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LAS VEGAS, NEVADA 89104
TEL - (702) 477.7030; FAX - (702) 477.0096

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 W L A B Investment LLC,
Plaintiff(s)

CASE NO: A-18-785917-C

7 vs.

DEPT. NO. Department 14

8
9 TKNR Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 12/2/2020

15 Katherine MacElwain

kmacelwain@nevadafirm.com

16 Michael Matthis

matthis@mblnv.com

17 John Savage

jsavage@nevadafirm.com

18 BENJAMIN CHILDS

ben@benchilds.com

19 Nikita Burdick

nburdick@burdicklawnv.com

20 Michael Lee

mike@mblnv.com

21 Bradley Marx

brad@marxfirm.com

Exhibit M

Exhibit M

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

Case # A-18-785917-C
Dept # 14

TKNR, INC, a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an individual, and
ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN
ZHONG LIN aka KENNETH ZHONG LIN aka WHONG
K.LIN aka CHONG KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka HELEN CHEN,
an individual and YAN QIU ZHANG, an individual, and
INVESTPRO LLC dba INVESTPRO REALTY,
a Nevada Limited Liability Company, and
MAN CHAU CHENG, an individual, and
JOYCE A. NICKRANDT, an individual and
INVESTPRO INVESTMENTS I LLC, a Nevada Limited
Liability Company, and INVESTPRO MANAGER LLC,
a Nevada Limited Liability Company, and
Does 1 through 15 and Roe Corporations I - XXX

Defendants

SUPPLEMENT TO PLAINTIFF'S 16.1 EARLY CASE CONFERENCE DISCLOSURES
[additions in **BOLD**]

WITNESSES [16.1(a)(1)(A)]

1. PMK of TKNR, INC c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas,
NV 89117 702 481 9207.

Has information about the fact and circumstances of it's purchase, repair, and sale of the
Subject Property.

11. PMK of W L A B INVESTMENT, LLC c/o Benjamin B. Childs, Esq. 318 S. Maryland Pkwy Las Vegas, Nevada 89101 phone (702) 385 3865
Expected to testify as to the facts and circumstances surrounding this litigation.

12. EXPERT

Amin Sani, President of Arvin Construction Co.

10524 Angel Dreams Ave Las Vegas, NV 89144 (702) 355 4757

General Contractor will testify to the unlicensed work on the Subject Property and the resultant damages. Itemized damages total \$650,000.

Mr. Sani's report is attached consisting of the following :

| Document | Bates # |
|---------------------------------------|------------------|
| Narrative Report | 164 - 173 |
| Licenses/Resume/Fee disclosure | 174 - 182 |
| Pictures | 183 - 193 |

Summary of the damages Mr. Sani itemizes in his report is set forth below.

| Defect | Repair Cost (\$) |
|------------------------------|-------------------------|
| Structural Defects | 150,000 |
| Electrical System | 70,000 |
| Plumbing System | 60,000 |
| Sewer System | 60,000 |
| Heating System | 15,000 |
| Cooling System | 60,000 |
| Moisture/Water damage | 40,000 |
| Roof | 70,000 |
| Fungus/Mold | 50,000 |
| Flooring | 25,000 |
| Foundation | 50,000 |
| Total | 650,000 |

DOCUMENT DISCLOSURES

| Exhibit # | Bates Page # |
|---|------------------|
| 1. Investpro advertising and solicitations | 1 - 12 |
| 2. Trustee's Deed 10/09/2015 | 13 - 16 |
| 3. Texts dated 08/17/2017 and 08/24/2017 | 17 - 19 |
| 4. Flyers from Clark County re building permit requirements | 20 - 24 |
| 5. Offer and Acceptance and Escrow Package | 25 - 60 |
| 6. City of Las Vegas Inspection records | 61 - 68 |
| 7. Flyers from City of Las Vegas re building permit requirements | 69 - 83 |
| 8. California Secretary of State printouts and records for TKNR, Inc. | 84 - 87 |
| 9. Repair estimates and receipts | 88 - 152 |
| 10. Nevada Secretary of State printouts for Investpro Investments I LLC, Investpro Manager LLC, Investpro LLC | 153 - 161 |
| 11. Nevada Real Estate Division printout for Joyce A. Nickrandt | 162 - 163 |
| 12. EXPERT WITNESS REPORT OF Amin Sani | 164 - 193 |

DAMAGES

- As to Defendant TKNR, Wong and INVESTPRO MANAGER LLC, pursuant to NRS 113.150, judgment jointly and severally for treble the amount necessary to repair or replace the defective part of the Subject Property. The amount necessary

1 times \$ 650,000.00 [\$1,950,000.00] for a total judgment sought of
2 \$2,600,000.00.

3 13. As to Defendant Investpro, judgment for Plaintiff's actual damages, which
4 amount is \$650,000.00.

5
6 In addition to the compensatory damages, Plaintiff seeks an award of attorney fees
7 and costs, against all Defendants jointly and severally, which amount totals \$35,162.00
8 through August 14, 2020.

9
10
11 /s/ Benjamin B. Childs

12 _____
13 BENJAMIN B. CHILDS, ESQ.
14 Nevada Bar No. 3946
15 Attorney for Plaintiff

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28
CERTIFICATE OF ELECTRONIC SERVICE

29 This SUPPLEMENT TO PLAINTIFF'S 16.1 EARLY CASE CONFERENCE
30 DISCLOSURES, with Exhibit 12, was served through the Odyssey File and Serve
31 system on August 14, 2020. Electronic service is in place of service by mailing.

32 /s/ Benjamin B. Childs, Sr.

33 _____
34 BENJAMIN B. CHILDS, Sr. ESQ.
35 NEVADA BAR # 3946

Exhibit N

Exhibit N

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

Case # A-18-785917-C
Dept # 14

TKNR, INC, a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an individual, and
ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN
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K.LIN aka CHONG KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka HELEN CHEN,
an individual and YAN QIU ZHANG, an individual, and
INVESTPRO LLC dba INVESTPRO REALTY,
a Nevada Limited Liability Company, and
MAN CHAU CHENG, an individual, and
JOYCE A. NICKRANDT, an individual and
INVESTPRO INVESTMENTS I LLC, a Nevada Limited
Liability Company, and INVESTPRO MANAGER LLC,
a Nevada Limited Liability Company, and
Does 1 through 15 and Roe Corporations I - XXX

Defendants

PLAINTIFF'S ANSWERS TO KENNY LIN'S SECOND SET OF
INTERROGATORIES

REQUEST NO .33:

For all attorneys or law firms you (the Plaintiff) have consulted, worked with, were
affiliated with, or had work performed on your behalf, related to this dispute, please
describe the following:

- 1) the fee or retainer arrangement;
- 2) All billings performed and costs incurred;
- 3) the source of payment of any fees or costs by Plaintiff;

- 1 4) payments by any person or entity for any attorney's fees or costs incurred by
- 2 Plaintiff;
- 3 5) loans received by Plaintiff for the purpose of paying attorney's fees and/or
- 4 costs;
- 5 6) the current balance of any attorney's fees or costs owed;
- 6 7) if there have been any efforts by any attorneys or law firms to collect
- 7 attorney's fees or costs owed by Plaintiff for legal work or consult.

8 Answer :

9 For both attorney Bradley Marx and Benjamin B. Childs they billed hourly. I paid
10 Mr. Marx \$10,000 and I haven't received an itemized bill. Mr. Childs' billings were
11 performed on an itemized basis and I've paid him \$52,133. The payments were
12 paid by W L A B INVESTMENT, LLC. No attorney fees or costs are owed at this
13 time and since Plaintiff has been current with the attorney fees, there has been no
14 efforts required to collect.

15
16
17 REQUEST NO .34:

18 Please provide information about Frank Miao, including:

- 19 1. Education related to property management, property acquisition, and
- 20 property maintenance;
- 21 2. Training related to property management, property acquisition, and property
- 22 maintenance;
- 23 3. Employment history related to purchasing, managing, conducting repairs
- 24 and/or handyman work, etc. for the purchase of real property;
- 25 4. If he reads and writes English with ease;
- 26 5. Any specialty licenses held by him (and whether the licenses are active, have
- 27 ever suspended, inactive, etc.);
- 28 6. Role with Plaintiff; and

1 7. Length of employment.

2 Answer.

3 Mr. Miao is self taught related to property management, property acquisition, and
4 property maintenance. His employment history related to purchasing, managing,
5 conducting repairs and/or handyman work, etc. for the purchase of real property
6 has been working as managing member for W L A B INVESTMENT, LLC. He
7 does read and write English. He is the managing member for W L A B
8 INVESTMENT, LLC.

9
10 REQUEST NO .35:

11 Please described the work performed by Frank Miao related to the Property, which
12 may include the purchase, management, repairs and/or handyman work,
13 supervision of contractors, collection of rents during the time that Plaintiff owned
14 and/or controlled the Property.

15 Answer :

16 Mr. Miao identified the Property for purchase, managed the Property after July,
17 2018.

18 He did repairs and/or handyman in Unit C and Unit B to replace the flooring.

19 He hired Penny Electric to add electrical circuits to Unit A.

20 He hired Home Depot to install doors thermal insulation in the ceilings of Units B
21 and C.

22 He hires ACLV, a mechanical HVAC contractor, to install ducting for the clothes
23 driers.

24 He hired Affordable Tree Service cut the palm tree.

25 He hired All Star Fencing was hired install a fence.

26 He hired Larkin Plumbing to install water heater in Unit C.

27 After July, 2018 to present Mr. Miao collected rents.
28

1 Answer :

2 Amin San prepared written estimate or evaluation for the loss or damage identified
3 in the answer to interrogatory 39.

4 His contact information is Amin Sani, President of Arvin Construction Co. General
5 Contractor License # 86070. 10524 Angel Dreams Ave Las Vegas, NV 89144.
6 702 355-4757.

7 The people who have a copy of Mr. Sani's report are Plaintiff, Plaintiff's attorney,
8 Defendants and Defendants' attorney and Nick Opfer.

9 See Exhibit 1 attached hereto.

10
11 /s/ Benjamin B. Childs

12
13 BENJAMIN B. CHILDS, ESQ.
14 Nevada Bar No. 3946
15 Attorney for Plaintiff

16 VERIFICATION

17 On this December 2, 2020, under penalty of perjury, Frank Miao says that
18 he is the managing member of W L A B INVESTMENT, LLC, a party in the above
19 entitled action; that he has read the foregoing Discovery Responses being
20 PLAINTIFF'S ANSWERS TO KENNY LIN'S SECOND SET OF
21 INTERROGATORIES consisting of 17 pages including this page, and knows the
22 contents thereof; that the same are true to the best of his knowledge and belief,
23 except for those matters therein stated on information and belief, and as to those
24 matters, he believes them to be true.

25
26 
27 FRANK MIAO

28 ///

///

///

INSTRUCTIONS FOR THIS DISCOVERY REQUEST

A. The following definitions apply to this discovery request:

1. Communication. The term “communication” means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise) and shall embrace and include all written communications and other communications including without limitation every correspondence, letter, facsimile, package, email message, text message, voicemail message, social media public post, social media private message, discussion, conversation, conference, meeting, interview, telephone call, or professional visit.
2. Concerning. The term “concerning” means relating to, referring to, describing, evidencing or constituting.
3. Defendant. Unless otherwise indicated, the term “Defendant” (singular) refers to INVESTPRO MANAGER LLC, and any and all of its respective agents, representatives, officers, directors, employees, and affiliates.
4. Document. The term “document” is defined to be synonymous in meaning and equal in scope to the usage of the term in NRCP 16.1(a)(1)(A), 26(b), and 34(a)(1), and includes all writings and recordings, as defined herein. A draft or non-identical copy is a separate document within the meaning of this term.
5. Identify (with respect to documents). When referring to documents, “identify” means to provide information, to the extent known, as to the (a) type of document; (b) general subject matters; (c) date of the document; (d) author(s), addressee(s) and recipient(s) of the document; and (e) location of the document with sufficient particularity to allow for it to be obtained by means of a request for production for that document. This also applies to a request to identify evidence.
6. Identify (with respect to persons or entities). When referring to a person or entity, “identify” means to provide information, to the extent known, as to the person’s or entity’s full name, present or last known residence address, office address, mailing address, telephone numbers, fax numbers, and e-mail addresses. When referring to a natural person, “identify” also means to provide information as to the last known place of employment, business address, and employee/business telephone numbers. Once a person has been identified in accordance with this subparagraph, only the name of that person need be listed in response to subsequent discovery requesting the identification of that person. This also applies to a

request to identify evidence.

7. Parties. The terms “Plaintiff,” “Plaintiffs,” “Defendant,” and “Defendants,” as well as a party’s full or abbreviated name or a pronoun referring to a party mean the party to this action and, where applicable, its agents, representatives, officers, directors, employees, partners, corporate parent, subsidiaries, and/or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.
8. Person. The term “person” is defined as any natural person or business, legal, or governmental entity or association.
9. Plaintiff. As used herein, unless otherwise indicated, the term “Plaintiff” refers to W L A B INVESTMENT, LLC and any and all of its agents and representatives.
10. Subject Occurrence. The term “Subject Occurrence” refers to the occurrence or series of occurrences in issue which form the basis of the claims set forth in the pleadings in this action.
11. Writings and Recordings. The terms “Writings” and “Recordings” and the plural forms thereof shall mean and include, but shall not be limited to, all letters, words, or numbers, or their equivalent, set down by handwriting, typewriting, photostating, photographing, magnetic impulse, mechanical, or electronic recording, or other form of data compilation, however produced or reproduced, in your possession, custody, or control, or to which you have or have had access.
12. You, Your, and Yours. The terms “You,” “Your,” and “Yours” refer to the DEFENDANT as defined above.
13. Any term, word or phrase that has not been defined in this discovery request but appears in the live pleadings in this action (including without limitation Plaintiffs’ amended complaint the Defendants’ respective answers) shall be given the definition or meaning given to the term, word or phrase as used in the live pleadings. Any term, word, or phrase that has been defined in these definitions that also appears in the live pleadings shall be given the definition or meaning given to the term, word or phrase as used in the live pleadings in addition to the definition(s) given in this discovery request.
14. Property References : The property at issue is 2132 Houston Dr Las Vegas, NV, referred to herein as the Subject Property.
15. **Kenny Lin refers to Defendant ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN ZHONG LIN aka KENNETH ZHONG LIN aka WHONG K.LIN aka CHONG KENNY LIN aka ZHONG LIN.**

- 1 B. The following rules of construction apply to this discovery request:
- 2 1. All/Each. The terms “all” and “each” shall be construed as all and each.
- 3 2. And/Or. The connectives “and” and “or” shall be construed either disjunctively or
- 4 conjunctively as necessary to bring within the scope of the discovery request all responses
- 5 that might otherwise be construed to be outside of its scope.
- 6 3. Number. The use of the singular form of any word includes the plural and vice versa.
- 7 C. The following instructions apply to this discovery request:
- 8 1. Electronic or Magnetic Data. In those instances when requested information exists in
- 9 electronic or magnetic form, the responding party should state so. In responding to a
- 10 discovery request, the responding party should, in addition to stating that the information
- 11 exists in electronic/magnetic form, sufficiently identify the form in which the information
- 12 exists.
- 13 (a) E-MAILS: With respect to any and all responsive e-mail messages, produce them in
- 14 their native, electronic format, including without limitation “.pst” files for Microsoft
- 15 Outlook e-mail messages and “.nst” files for Lotus Outlook e-mail messages.
- 16 (b) SPREADSHEETS: With respect to any and all responsive spreadsheets, produce
- 17 them in their native, electronic format, including without limitation “.xls” or “.xlsx”
- 18 files for Microsoft Excel spreadsheets.
- 19 (c) OTHER. Where applicable, any responsive information that exists in electronic or
- 20 magnetic form must be produced in the following format: CD Rom in an Acrobat
- 21 (“.pdf”) compatible application, in a Microsoft Word or WordPerfect (“.doc” or
- 22 “.docx”) compatible application, or in ASCII.
- 23 2. Pursuant to NRCP 26(e), you shall supplement your responses as follows:
- 24 (a) A party is under a duty reasonably to supplement its response with respect to any
- 25 question directly addressed to (i) the identity and location of persons having
- 26 knowledge of discoverable matters, and (ii) the identity of each person expected to
- 27 be called as an expert witness at trial, the subject matter on which he or she is
- 28 expected to testify, and the substance of his or her testimony.
- (b) A party is under a duty to amend a prior response if it obtains information upon the
- basis of which (i) it knows that the response was incorrect when made, or (ii) it
- knows that the response, though correct when made, is no longer true and the

1 circumstances are such that a failure to amend the response is, in substance, a
2 knowing concealment.

3
4 REQUEST FOR PRODUCTION NO. 20 :

5 Produce all corporate documents pertaining to you, including, but not limited to,
6 articles of incorporation, articles of organization, lists of officers, lists of managers,
7 lists of members, charters, stockholder agreements, operating agreements, minutes
8 of meetings, resolutions, dissolutions, applications for fictitious firm names,
9 statements of financial condition, and financial statements from August, 2015
10 through July 31, 2018.

11 REQUEST FOR PRODUCTION NO. 21 :

12 Produce all documents of any description whatsoever including, but not limited to,
13 communications, contracts, agreements, instructions, payments, checks, invoices,
14 etc between yourself and Kenny Lin from August, 2015 through January 31, 2019.

15 REQUEST FOR PRODUCTION NO. 22 :

16 Produce all documents of any description whatsoever including, but not limited to,
17 communications, contracts, agreements, instructions, payments, checks, invoices,
18 etc between yourself and INVESTPRO INVESTMENTS I LLC August, 2015
19 through January 31, 2019.

20 REQUEST FOR PRODUCTION NO. 23:

21 Produce all documents of any description whatsoever including, but not limited to,
22 communications, contracts, agreements, instructions, payments, checks, invoices,
23 etc between yourself and CHI ON WONG aka CHI KUEN WONG from August,
24 2015 through July 31, 2018.

25 REQUEST FOR PRODUCTION NO. 24:

26 Produce any and all documents including, but not limited to, invoices,
27 correspondence, payments, checks, vouchers, receipts, contracts, etc for any
28 professional fees or services performed for or by any accountants, certified public

1 accountants, bookkeepers, billing services, attorneys, paralegals, private
2 investigators, real estate agents, real estate brokers, realtors, agents, title
3 companies, escrow companies, salespersons, or similar people or entities, from
4 August, 2015 through July 31, 2018.

5 REQUEST FOR PRODUCTION NO. 25:

6 Produce copies of any licenses held by you from August, 2015 through July 31,
7 2018.

8 REQUEST FOR PRODUCTION NO. 26:

9 Produce copies of any and all documents for any and all repairs, maintenance, or
10 improvements of any kind made to the Subject Property from August, 2015 through
11 July, 2018.

12 REQUEST FOR PRODUCTION NO. 27:

13 Produce copies of any and all documents for any and all management agreements
14 or contracts of any kind for the management of the Subject Property from August,
15 2015 through July, 2018.

16 REQUEST FOR PRODUCTION NO. 28:

17 Produce all documents of any description whatsoever including, but not limited to,
18 communications, contracts, agreements, instructions, payments, checks, invoices,
19 etc between yourself and MAN CHAU CHENG, from August, 2015 through July 31,
20 2018.

21 REQUEST FOR PRODUCTION NO. 29 :

22 Produce all documents of any description whatsoever including, but not limited to,
23 communications, contracts, agreements, instructions, payments, checks, invoices,
24 etc between yourself and JOYCE A. NICKRANDT from August, 2015 through
25 January 31, 2019.

26 REQUEST FOR PRODUCTION NO. 30:

27 Produce all documents of any description whatsoever including, but not limited to,
28

1 communications, contracts, agreements, instructions, payments, checks, invoices,
2 etc between yourself and TKNR, INC. from August, 2015 through January 31,
3 2018.

4 REQUEST FOR PRODUCTION NO. 31:

5 Produce all documents of any description whatsoever including, but not limited to,
6 communications, contracts, agreements, instructions, payments, checks, invoices,
7 etc between yourself and CHI ON WONG aka CHI KUEN WONG from August,
8 2015 through July 31, 2018.

9 REQUEST FOR PRODUCTION NO. 32:

10 Produce all documents of any description whatsoever including, but not limited to,
11 communications, contracts, agreements, instructions, payments, checks, invoices,
12 etc between yourself and LIWE HELEN CHEN aka HELEN CHEN from August,
13 2015 through July 31, 2018.

14 REQUEST FOR PRODUCTION NO. 33 :

15 Produce all licenses you held from August, 2015 through July 31, 2018.
16
17

18 /s/ Benjamin B. Childs

19 _____
20 BENJAMIN B. CHILDS, ESQ.
21 NEVADA BAR # 3946
22 Attorney for Plaintiff

23 CERTIFICATE OF SERVICE

24 On this November 23, 2020 I served this PLAINTIFF'S SECOND SET OF REQUESTS
25 FOR PRODUCTION OF DOCUMENTS TO INVESTPRO MANAGER LLC through the
26 electronic filing system to all counsel. Electronic service is in lieu of mailing.

27 /s/ Benjamin B. Childs
28 BENJAMIN B. CHILDS, ESQ.
NEVADA BAR # 3946

MICHAEL B. LEE, P.C.
1820 E. SAHARA AVENUE, SUITE 110
LAS VEGAS, NEVADA 89104
TEL - (702) 546-7055; FAX - (702) 825-4734

MICHAEL B. LEE, ESQ.
Nevada State Bar No. 10122
MICHAEL MATTHIS, ESQ.
Nevada State Bar No. 14582
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Facsimile: (702) 825-4734
mike@mblnv.com
Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka
HELEN CHEN, an individual and YAN QIU
ZHANG, an individual, and INVESTPRO
LLC dba INVESTPRO REALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,

Defendants.

CASE NO.: A-18-785917-C
DEPT. NO.: XIV

**DEFENDANT MAN CHAU CHENG'S
RESPONSES TO PLAINTIFF'S FIRST
SET OF INTERROGATORIES**

Defendant MAN CHAU CHENG ("Cheng" or "Defendant"), by and through their
counsel of record, MICHAEL B. LEE, P.C., in accordance with NRCP 33, provides its responses to
Plaintiff's First Set of Interrogatories to MAN CHAU CHENG as follows:

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///

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

These answers are made solely for the purpose of this action. Each answer is subject to all appropriate objections (including, but not limited to, objections considering relevancy, materiality, propriety, and admissibility), which would require the exclusion of any statement contained therein. All objections and grounds for objections are preserved and may be interposed at the time of Trial. Defendant has not yet completed its investigation of the facts relating to this action, has not completed discovery in this action, and has not completed preparation for Trial. Consequently, the following responses are given without prejudice to Defendant's right to supplement these responses.

Defendant objects to Defendant's Requests on the basis that the definitions, explanatory notes and instructions are so complex, numerous and burdensome that they create an unreasonable and undue burden upon Defendant. In addition, the definitions, explanatory notes and instructions cause the Interrogatories to reach an objectionable breadth, ambiguity, complexity and vagueness, and call for information and/or documents which are irrelevant, not calculated to lead to the discovery of admissible evidence, protected by the attorney-client privilege or attorney work-product doctrine, and are beyond the permissible scope of discovery.

Defendant further objects to any Request that seeks any information protected by the attorney-client privilege, or the attorney work-product doctrine.

Defendant further objects to any Request that seeks any information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

No response, nor subsequent response, constitutes a waiver of any other objection pursuant to these Responses, or to other similar responses or requests that may be propounded at a later time.

Nothing contained herein is intended to be nor should be considered as a waiver of the attorney-client privilege or attorney work-product privilege or any other applicable privilege or doctrine.

///

DEFINITIONS

A. “Vague and ambiguous” is defined to mean: Defendant objects on the basis that the Request to Produce documents is vague, uncertain, and ambiguous.

B. “Overly broad” is defined to mean: Defendant objects on the basis that the Request to Produce documents is overly broad and calls for an expansive potential breadth of information that is unreasonable in scope and parameter.

C. “Irrelevant” is defined to mean: Defendant objects on the basis that the Request to Produce documents requests information irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

D. “Burdensome” is defined to mean: Defendant objects on the basis that the Request to Produce documents is so broad and uncertain that it creates an unreasonable and undue burden. “Burdensome” is also defined to mean that Defendant objects to the Request because the information sought is more readily available through some other, more convenient, less burdensome, and less expensive source or discovery procedure. See Rule 26(b)(1) of the Nevada Rules of Civil Procedure.

E. “Privileged” is defined to mean: Defendant objects on the basis that the Request to Produce documents calls for information that is (1) protected by the work product doctrine; (2) protected by the attorney/client privilege; (3) protected because it consists, in whole or in part, of trial preparation materials and/or documents containing mental impressions, conclusions, opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of the Nevada Rules of Civil Procedure; and/or (5) protected under any other valid privilege.

F. The phrase “Without waiving the foregoing objections”, or words having similar effect, is defined to mean: while Defendant will produce information in response to the Request, the information sought by the Request that is covered by either a specific or general objection will not be produced.

Subject to the general objections made above, Defendant responds to each Request as follows:

///

INTERROGATORY NO. 1:

Describe in detail what your connection or relationships was with INVESTPRO INVESTMENTS FOUNDATION from August 15, 2015 through January 31, 2019.

RESPONSE TO INTERROGATORY NO. 1:

Objection, the term “INVESTPRO INVESTMENTS FOUNDATION” is not defined and requires Defendant to speculate as to its meaning, which is improper. As such, Defendant is unable to provide a response to the request as written. To the extent that “INVESTPRO INVESTMENTS FOUNDATION” is understandable, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

INTERROGATORY NO. 2:

Describe in detail what your connection or relationship was with Flipping Fund from August, 2015 through January 31, 2019.

RESPONSE TO INTERROGATORY NO. 2:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

INTERROGATORY NO. 3:

Describe in detail what your connection or relationship was with INVESTPRO MANAGER LLC from August, 2015 through January 31, 2019.

RESPONSE TO INTERROGATORY NO. 3:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer*

1 *Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe*
2 *County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*,
3 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Without waiving the
4 foregoing, Defendant is/was a manager of INVESTPRO MANAGER LLC.

5 **INTERROGATORY NO. 4:**

6 Describe in detail what your duties and responsibilities were with INVESTPRO
7 MANAGER LLC from August, 2015 through July 31, 2018.

8 **RESPONSE TO INTERROGATORY NO.4:**

9 Objection, this request seeks information irrelevant to the subject matter of this action
10 and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer*
11 *Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe*
12 *County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*,
13 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Without waving the
14 foregoing, Defendant acted as a manager for INVESTPR MANAGER, LLC.

15 **INTERROGATORY NO. 5:**

16 Describe in detail any compensation or payment you received from INVESTPRO
17 MANAGER LLC from August, 2015 through July 31, 2018.

18 **RESPONSE TO INTERROGATORY NO. 5:**

19 Objection, this question is overly broad and remote and, as such, is not calculated to lead
20 to the discovery of information relevant to the subject matter of this action, nor to the discovery
21 of admissible evidence. Discovery is sufficiently limited and specific in its directive where
22 compliance to its terms would not be unreasonably burdensome. *See Diamond State Ins. Co. v.*
23 *Rebel Oil Co.*, 157 F.R.D. 691,695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d
24 1278, 1282 (9th Cir. 1976). Additionally, the question invades Defendant's right of privacy, is
25 impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject
26 matter of this action in that it seeks disclosure of personal and private information. *See Nesbit v.*
27 *Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v.*
28

1 *Rhinehart*, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
2 interests may be a basis for restricting discovery)).

3 Defendant's financial information is private and not relevant to the subject matter of this
4 litigation. Moreover, the scope of the request is not reasonably limited to the subject matter of
5 this litigation as it requests any compensation or payment throughout a three-year span without
6 limitation to the profit allegedly earned as a result of the allegations made in the complaint.

7 **INTERROGATORY NO. 6:**

8 Set forth the name, complete address, and telephone number of each and every person
9 who has any knowledge of the facts of this case and/or has any knowledge of the facts set forth
10 in your answers to the above, and give a brief statement of their alleged knowledge, if not
11 previously produced.

12 **RESPONSE TO INTERROGATORY NO. 6:**

13 Please see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to
14 NRCp 16.1, and all supplements thereto.

15 **INTERROGATORY NO. 7:**

16 Describe in detail the due diligence search you made such as reviewing all relevant
17 records to which you have access and/or by contacting all persons who potentially could have
18 knowledge which would be required to give a complete and accurate answer to these
19 interrogatories.

20 **RESPONSE TO INTERROGATORY NO. 7:**

21 Objection, this request potentially calls for disclosure of information that is protected by
22 the attorney/client privilege or the work product doctrine. Defendant's interpretation of data
23 presented or referred to and, as such, the question is argumentative, oppressive, and invades the
24 attorney work product privilege. See *Sheets v. Super. Ct.*, 257 Cal. App. 2d 1, 9-11, 64 Cal. Rptr.
25 753 (Cal. App. 2d 1967). Without waiving the foregoing, Defendant reviewed the pleadings on
26 file and the documents and disclosures provided to date, which includes any expert disclosures.

27 **INTERROGATORY NO. 8:**

28 NO REQUEST MADE.

RESPONSE TO INTERROGATORY NO. 8:

N/A.

INTERROGATORY NO. 9 (As Labeled by Plaintiff):

Identify the person or persons or entities who participated or were involved in any way with in the creation, design and publication of Exhibit 1.

RESPONSE TO INTERROGATORY NO. 9:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Defendant reserves the right to amend and supplement the following responses as provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis
MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
1820 East Sahara Avenue, Suite 110
Las Vegas, NV 89104
Tel: 702.477.7030
Fax: 702.477.0096
mike@mblnv.com
Attorneys for Defendants

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **DEFENDANT**
MAN CHAU CHENG’S RESPONSES TO PLAINTIFF’S FIRST SET OF
INTERROGATORIES was served via the Court’s electronic filing and/or service system
and/or via facsimile and/or U.S. Mail first class postage pre-paid to all parties addressed as
follows:

BENJAMIN B. CHILDS, ESQ.
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Telephone: (702) 251-0000
Email: ben@benchilds.com
Attorneys for *Plaintiff*

/s/ Mindy Pallares

An employee of Michael B. Lee PC

MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
MICHAEL B. LEE, P.C.
1820 E. Sahara Avenue, Suite, 110
Las Vegas, Nevada 89104
Telephone: (702) 546-7055
Facsimile: (702) 825-4734
mike@mblnv.com
Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

CASE NO.: A-18-785917-C
DEPT. NO.: XIV

DEFENDANT INVESTPRO
INVESTMENTS I LLC'S RESPONSES TO
PLAINTIFF'S FIRST SET OF
INTERROGATORIES

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka
HELEN CHEN, an individual and YAN QIU
ZHANG, an individual, and INVESTPRO
LLC dba INVESTPRO REALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,

Defendants.

Defendant INVESTPRO INVESTMENTS I, LLC ("Investpro Investments I, LLC" or
"Defendant"), by and through its counsel of record, MICHAEL B. LEE, P.C., in accordance with
NRCP 33, provides its responses to Plaintiff's First Set of Interrogatories to INVESTPRO
INVESTMENTS I, LLC as follows:

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

These answers are made solely for the purpose of this action. Each answer is subject to
all appropriate objections (including, but not limited to, objections considering relevancy,

materiality, propriety, and admissibility), which would require the exclusion of any statement contained therein. All objections and grounds for objections are preserved and may be interposed at the time of Trial. Defendant has not yet completed its investigation of the facts relating to this action, has not completed discovery in this action, and has not completed preparation for Trial. Consequently, the following responses are given without prejudice to Defendant's right to supplement these responses.

Defendant objects to Defendant's Requests on the basis that the definitions, explanatory notes and instructions are so complex, numerous and burdensome that they create an unreasonable and undue burden upon Defendant. In addition, the definitions, explanatory notes and instructions cause the Interrogatories to reach an objectionable breadth, ambiguity, complexity and vagueness, and call for information and/or documents which are irrelevant, not calculated to lead to the discovery of admissible evidence, protected by the attorney-client privilege or attorney work-product doctrine, and are beyond the permissible scope of discovery.

Defendant further objects to any Request that seeks any information protected by the attorney-client privilege, or the attorney work-product doctrine.

Defendant further objects to any Request that seeks any information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

No response, nor subsequent response, constitutes a waiver of any other objection pursuant to these Responses, or to other similar responses or requests that may be propounded at a later time.

Nothing contained herein is intended to be nor should be considered as a waiver of the attorney-client privilege or attorney work-product privilege or any other applicable privilege or doctrine.

DEFINITIONS

A. "Vague and ambiguous" is defined to mean: Defendant objects on the basis that the Request to Produce documents is vague, uncertain, and ambiguous.

////

1 B. “Overly broad” is defined to mean: Defendant objects on the basis that the
2 Request to Produce documents is overly broad and calls for an expansive potential breadth of
3 information that is unreasonable in scope and parameter.

4 C. “Irrelevant” is defined to mean: Defendant objects on the basis that the Request to
5 Produce documents requests information irrelevant to the subject matter of this action and is not
6 reasonably calculated to lead to the discovery of admissible evidence.

7 D. “Burdensome” is defined to mean: Defendant objects on the basis that the Request
8 to Produce documents is so broad and uncertain that it creates an unreasonable and undue
9 burden. “Burdensome” is also defined to mean that Defendant objects to the Request because
10 the information sought is more readily available through some other, more convenient, less
11 burdensome, and less expensive source or discovery procedure. See Rule 26(b)(1) of the Nevada
12 Rules of Civil Procedure.

13 E. “Privileged” is defined to mean: Defendant objects on the basis that the Request
14 to Produce documents calls for information that is (1) protected by the work product doctrine; (2)
15 protected by the attorney/client privilege; (3) protected because it consists, in whole or in part, of
16 trial preparation materials and/or documents containing mental impressions, conclusions,
17 opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of the Nevada
18 Rules of Civil Procedure; and/or (5) protected under any other valid privilege.

19 F. The phrase “Without waiving the foregoing objections”, or words having similar
20 effect, is defined to mean: while Defendant will produce information in response to the Request,
21 the information sought by the Request that is covered by either a specific or general objection
22 will not be produced.

23 Subject to the general objections made above, Defendant responds to each Request as
24 follows:

25 **INTERROGATORY NO. 1:**

26 Describe in detail what your connection was with INVESTPRO INVESTMENTS
27 FOUNDATION from August 15, 2015 through January 31, 2019.

28 ////

RESPONSE TO INTERROGATORY NO. 1:

Objection, the term “INVESTPRO INVESTMENTS FOUNDATION” is not defined and requires Defendant to speculate as to its meaning, which is improper. As such, Defendant is unable to provide a response to the request as written. To the extent that the request is clear, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

INTERROGATORY NO. 2:

Describe in detail what your connection was with Flipping Fund from August, 2015 through January 31, 2019.

RESPONSE TO INTERROGATORY NO. 2:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

INTERROGATORY NO. 3:

Describe in detail what your connection or relationship was with INVESTPRO MANAGER LLC from August, 2015 through January 31, 2019.

RESPONSE TO INTERROGATORY NO. 3:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

////

INTERROGATORY NO. 4 (Erroneously labeled as Interrogatory No. 3):

Identify in detail the assets and the amount of assets that were distributed when you dissolved.

RESPONSE TO INTERROGATORY NO. 4 (Erroneously labeled as Interrogatory No. 3):

Objection, this question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *See Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691,695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)). Additionally, the question invades Defendant's right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *See Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)). Defendant's financial information is private and not relevant to the subject matter of this litigation and cannot be had for the mere asking. Specifically, any division of assets upon Defendant's dissolution is irrelevant to the claims and allegations in this matter.

INTERROGATORY NO. 5 (Erroneously labeled as Interrogatory No. 4):

Identify in detail what assets each person or entity received when you dissolved.

RESPONSE TO INTERROGATORY NO. 5 (Erroneously labeled as Interrogatory No. 4):

See Response to Interrogatory No. 4.

INTERROGATORY NO. 6 (Erroneously labeled as Interrogatory No. 5):

Identify all sources of your revenue from August, 2015 through January 31, 2019.

RESPONSE TO INTERROGATORY NO. 6 (Erroneously labeled as Interrogatory No. 5):

Objection, this question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. Discovery is sufficiently limited and specific in its directive where

1 compliance to its terms would not be unreasonably burdensome. See *Diamond State Ins. Co. v.*
2 *Rebel Oil Co.*, 157 F.R.D. 691,695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d
3 1278, 1282 (9th Cir. 1976). Additionally, the question invades Defendant’s right of privacy, is
4 impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject
5 matter of this action in that it seeks disclosure of personal and private information. See *Nesbit v.*
6 *Dep’t of Pub. Safety*, 283 F. App’x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v.*
7 *Rhinehart*, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
8 interests may be a basis for restricting discovery)). Defendant’s financial information is private
9 and not relevant to the subject matter of this litigation. Moreover, the scope of the request is not
10 reasonably limited to the subject matter of this litigation as it requests any compensation or
11 payment throughout a three-year span without limitation to the profit allegedly earned as a result
12 of the allegations made in the complaint.

13 **INTERROGATORY NO. 7 (Erroneously labeled as Interrogatory No. 6):**

14 Set forth the complete name, address, and telephone number of all your agents,
15 employees, and/or subcontractors who have reviewed, read, researched, and/or investigated any
16 and all documents prepared and/or maintained which in any manner relates to the facts and
17 allegations contained in the Amended Complaint filed herein.

18 **RESPONSE TO INTERROGATORY NO. 7 (Erroneously labeled as Interrogatory No. 6):**

19 Objection, a request seeking “all facts” and “all information related to each and every
20 allegation” is facially burdensome. *In re MGM Mirage Sec. Litig.*, No. 2:09-CV-1558-GMN,
21 2014 WL 6675732, at *5 (D. Nev. Nov. 25, 2014); *Wynn Las Vegas v. Zoggolis*, No. 14-cv–
22 157– MMD–VCF, 2014 WL 2772241, at *3 (D. Nev. June 17, 2014) (Ferenbach, M.J.); *Switch*
23 *Commc’ns Grp. v. Ballard*, No. 2:11-CV-00285-KJD, 2011 WL 3957434, at *8 (D. Nev. Sept. 7,
24 2011) (quoting *Steil v. Humana Kansas City, Inc.*, 1197 F.R.D. 445, 447 (D. Kan. 2000) “Steal
25 [SIC] states that an interrogatory may reasonably ask for the material or principal facts which
26 support a party’s contentions. “However, ‘to require specifically ‘each and every’ fact and
27 application of law to fact ... would too often require a laborious, time-consuming analysis,
28 search, and description of incidental, secondary, and perhaps irrelevant and trivial details.”)

“All-encompassing interrogatories which require the plaintiff to provide a detailed narrative of its entire case, including the identity every witness and document that supports each described fact. Courts have held that such “blockbuster” interrogatories are unduly burdensome on their face. See e.g. *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186–87 (D. Kan. 1997) and *Grynberg v. Total S.A.*, 2006 WL 1186836, *6–7 (D. Colo. 2006).” *F.T.C. v. Ivy Capital, Inc.*, No. 2:11-CV-00283-JCM, 2012 WL 1883507, at *9 (D. Nev. May 22, 2012).

The requested information is unduly burdensome and not likely to lead to discovery of admissible evidence. Additionally, the request is overly duplicative as all individuals known to have knowledge to the facts and circumstances alleged in the complaint have been previously disclosed. Without waiving the foregoing objections, see Defendants Initial list of Witnesses and Documents pursuant to NRCP 16.1, and all supplements thereto.

INTERROGATORY NO. 8 (Erroneously labeled as Interrogatory No. 7):

Set forth the name, complete address, and telephone number of each and every person who has any knowledge of the facts of this case and/or has any knowledge of the facts set forth in your answers to the above, and give a brief statement of their alleged knowledge, if not previously produced.

RESPONSE TO INTERROGATORY NO. 8 (Erroneously labeled as Interrogatory No. 7):

See Defendants Initial list of Witnesses and Documents pursuant to NRCP 16.1, and all supplements thereto.

INTERROGATORY NO. 9 (Erroneously labeled as Interrogatory No. 8):

Please identify yourself, including your separate business addresses and phone numbers and the names, addresses and phone numbers of all partners, shareholders, officers, directors, or other owners and managers.

RESPONSE TO INTERROGATORY NO. 9 (Erroneously labeled as Interrogatory No. 8):

Objection, this request is oppressive and burdensome as it requests information equally available to all parties. Specifically, Defendant was a limited liability company duly licensed in the State of Nevada and all requested information is equally accessible through Nevada Secretary of State, and already produced by Plaintiff. Moreover, the question invades Defendant’s right of

1 privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the
2 subject matter of this action in that it seeks disclosure of personal and private information. See
3 *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v.*
4 *Rhinehart*, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
5 interests may be a basis for restricting discovery)). Without waiving the foregoing, Defendant is
6 a dissolved company and therefore does not have business address, phone numbers, etc.

7 **INTERROGATORY NO. 10 (Erroneously labeled as Interrogatory No. 9):**

8 Describe in detail the due diligence search you made such as reviewing all relevant
9 records to which you have access and/or by contacting all persons who potentially could have
10 knowledge which would be required to give a complete and accurate answer to these
11 interrogatories.

12 **RESPONSE TO INTERROGATORY NO.10 (Erroneously labeled as Interrogatory No. 9):**

13 Objection, this request potentially calls for disclosure of information that is protected by
14 the attorney/client privilege or the work product doctrine. Defendant's interpretation of data
15 presented or referred to and, as such, the question is argumentative, oppressive, and invades the
16 attorney work product privilege. See *Sheets v. Super. Ct.*, 257 Cal. App. 2d 1, 9-11, 64 Cal. Rptr.
17 753 (Cal. App. 2d 1967). Without waiving the foregoing, Defendant reviewed the pleadings on
18 file and the documents and disclosures provided to date.

19 **INTERROGATORY NO. 11 (Erroneously labeled as Interrogatory No. 10):**

20 Identify the person or persons or entities who participated or were involved in any way
21 with in the creation, design and publication of Exhibit 1.

22 **RESPONSE TO INTERROGATORY NO. 11 (Erroneously labeled as Interrogatory No.**
23 **10):**

24 Objection, this request seeks information irrelevant to the subject matter of this action
25 and not reasonably calculated to lead to the discovery of admissible evidence. See *Oppenheimer*
26 *Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe*
27 *County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*,
28 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

INTERROGATORY NO. 12 (Erroneously labeled as Interrogatory No. 11):

Identify all licenses you had from August, 2015 through January 31, 2019.

RESPONSE TO INTERROGATORY NO. 12 (Erroneously labeled as Interrogatory No. 11):

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

INTERROGATORY NO. 13 (Erroneously labeled as Interrogatory No. 12):

Set forth the complete name, address, and telephone number of all your agents, employees, and/or subcontractors from August, 2015 through January 31, 2019.

RESPONSE TO INTERROGATORY NO. 13 (Erroneously labeled as Interrogatory No. 12):

See Response to Interrogatory No.7 (Erroneously labeled as Interrogatory No. 6)

Defendant reserves the right to amend and supplement the following responses as provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis
MICHAEL B. LEE, ESQ. (NSB 10122)
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CERTIFICATE OF MAILING

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **DEFENDANT**
INVESTPRO INVESTMENT I, LLC’S RESPONSES TO PLAINTIFF’S FIRST SET OF
INTERROGATORIES was served via the Court’s electronic filing and/or service system
and/or via facsimile and/or U.S. Mail first class postage pre-paid to all parties addressed as
follows:

BENJAMIN B. CHILDS, ESQ.
318 S. Maryland Parkway
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/s/ Mindy Pallares

An employee of Michael B. Lee PC

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Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

CASE NO.: A-18-785917-C
DEPT. NO.: XIV

DEFENDANT INVESTPRO
INVESTMENTS I, LLC RESPONSES TO
PLAINTIFF'S FIRST SET OF REQUESTS
FOR PRODUCTION OF DOCUMENTS

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka
HELEN CHEN, an individual and YAN QIU
ZHANG, an individual, and INVESTPRO
LLC dba INVESTPRO REALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,

Defendants.

Defendant INVESTPRO INVESTMENTS I, LLC ("Investments" or "Defendant"), by
and through their counsel of record, MICHAEL B. LEE, P.C., in accordance with NRCP 34,
responds to Plaintiff's First Request for Production of Documents to INVESTPRO
INVESTMENT I, LLC as follows:

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

These answers are made solely for the purpose of this action. Each answer is subject to
all appropriate objections (including, but not limited to, objections considering relevancy,

1 materiality, propriety, and admissibility), which would require the exclusion of any statement
2 contained therein. All objections and grounds for objections are preserved and may be
3 interposed at the time of Trial. Defendant has not yet completed its investigation of the facts
4 relating to this action, has not completed discovery in this action, and has not completed
5 preparation for Trial. Consequently, the following responses are given without prejudice to
6 Defendant's right to supplement these responses.

7 Defendant objects to Defendant's Requests on the basis that the definitions, explanatory
8 notes and instructions are so complex, numerous and burdensome that they create an
9 unreasonable and undue burden upon Defendant. In addition, the definitions, explanatory notes
10 and instructions cause the Interrogatories to reach an objectionable breadth, ambiguity,
11 complexity and vagueness, and call for information and/or documents which are irrelevant, not
12 calculated to lead to the discovery of admissible evidence, protected by the attorney-client
13 privilege or attorney work-product doctrine, and are beyond the permissible scope of discovery.

14 Defendant further objects to any Request that seeks any information protected by the
15 attorney-client privilege, or the attorney work-product doctrine.

16 Defendant further objects to any Request that seeks any information irrelevant to the
17 subject matter of this action and not reasonably calculated to lead to the discovery of admissible
18 evidence.

19 No response, nor subsequent response, constitutes a waiver of any other objection
20 pursuant to these Responses, or to other similar responses or requests that may be propounded at
21 a later time.

22 Nothing contained herein is intended to be nor should be considered as a waiver of the
23 attorney-client privilege or attorney work-product privilege or any other applicable privilege or
24 doctrine.

25 DEFINITIONS

26 A. "Vague and ambiguous" is defined to mean: Defendant objects on the basis that
27 the Request to Produce documents is vague, uncertain, and ambiguous.

28 ////

1 B. “Overly broad” is defined to mean: Defendant objects on the basis that the
2 Request to Produce documents is overly broad and calls for an expansive potential breadth of
3 information that is unreasonable in scope and parameter.

4 C. “Irrelevant” is defined to mean: Defendant objects on the basis that the Request to
5 Produce documents requests information irrelevant to the subject matter of this action and is not
6 reasonably calculated to lead to the discovery of admissible evidence.

7 D. “Burdensome” is defined to mean: Defendant objects on the basis that the Request
8 to Produce documents is so broad and uncertain that it creates an unreasonable and undue
9 burden. “Burdensome” is also defined to mean that Defendant objects to the Request because
10 the information sought is more readily available through some other, more convenient, less
11 burdensome, and less expensive source or discovery procedure. See Rule 26(b)(1) of the Nevada
12 Rules of Civil Procedure.

13 E. “Privileged” is defined to mean: Defendant objects on the basis that the Request
14 to Produce documents calls for information that is (1) protected by the work product doctrine; (2)
15 protected by the attorney/client privilege; (3) protected because it consists, in whole or in part, of
16 trial preparation materials and/or documents containing mental impressions, conclusions,
17 opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of the Nevada
18 Rules of Civil Procedure; and/or (5) protected under any other valid privilege.

19 F. The phrase “Without waiving the foregoing objections”, or words having similar
20 effect, is defined to mean: while Defendant will produce information in response to the Request,
21 the information sought by the Request that is covered by either a specific or general objection
22 will not be produced.

23 Subject to the general objections made above, Defendant responds to each Request as
24 follows:

25 **REQUEST NO. 1:**

26 Produce all corporate documents pertaining to you, including, but not limited to, articles
27 of incorporation, articles of organization, lists of officers, lists of managers, lists of members,
28 charters, stockholder agreements, operating agreements, minutes of meetings, resolutions,

dissolutions, applications for fictitious firm names, statements of financial condition, and financial statements from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 1:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Additionally, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property. The overbreadth of the request, coupled with the lack of relevancy of the information, renders compliance unduly burdensome and not reasonable in light of the needs of the case related to the claims and defenses at issue.

REQUEST NO. 2:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and Kenny Lin from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 2:

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property. A request for any and all documents over such a sustained period of time that is not limited to any specific subject matter is unreasonable and unduly burdensome.

REQUEST NO. 3:

Produce all documents of communications between yourself and INVESTPRO MANAGER LLC August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 3:

See Response to Request No. 2.

REQUEST NO. 4:

Produce any and all documents, including any and all financial records, relevant to, related to, or in any way pertinent to your dissolution.

RESPONSE TO REQUEST NO.4:

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Additionally, the question invades Defendant's right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)).

The request is overly broad and unduly burdensome on its face as it requests each and every document related to Defendant's dissolution without any limitation. Further, it specifically requests financial documents that are private and not subject to disclosure for the mere asking. Ultimately, the dissolution documents are irrelevant to the claims and defense at issue in this litigation and is not likely to lead to the discovery of relevant evidence.

REQUEST FOR ADMISSION NO. 5:

Produce any and all documents including, but not limited to, invoices, correspondence, payments, checks, vouchers, receipts, contracts, etc for any professional fees or services performed for or by any accountants, certified public accountants, bookkeepers, billing services, attorneys, paralegals, private investigators, real estate agents, real estate brokers, realtors, agents, title companies, escrow companies, salespersons, or similar people or entities, from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 5:

See Response to Request No. 2.

REQUEST NO. 6:

Produce a list of all investors in you, or managed by you from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 6:

See Response to Request No. 2. Additionally, the question invades Defendant's right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)).

REQUEST NO. 7:

Produce copies of any and all documents for any and all loans and payments made to or by you from August, 2015 through January 31, 2019.

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RESPONSE TO REQUEST NO. 7:

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range of documents or information. *Id.*

Additionally, the question invades Defendant’s right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep’t of Pub. Safety*, 283 F. App’x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)).

This request seeks private financial information that is not relevant to the subject matter of this litigation, nor is it likely to lead to the discovery of admissible evidence. The request is not limited to the Subject Property or the allegations made in the Complaint and is therefore overbroad and unduly burdensome.

REQUEST NO. 8:

Produce copies of any licenses held by you from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 8:

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range of documents or information. *Id.*

Additionally, the question invades Defendant’s right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep’t of Pub. Safety*, 283 F. App’x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)).

This request seeks private financial information that is not relevant to the subject matter of this litigation, nor is it likely to lead to the discovery of admissible evidence. The request is not limited to the Subject Property or the allegations made in the Complaint and is therefore overbroad and unduly burdensome.

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REQUEST NO. 9:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and MAN CHAU CHENG, from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 9:

See Response to Request No. 2.

REQUEST NO. 10:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and JOYCE A. NICKRANDT from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 10:

See Response to Request No. 2.

REQUEST NO. 11:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and TKNR, INC. from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 11:

See Response to Request No. 2.

REQUEST NO. 12:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices etc between yourself and CHI ON WONG aka CHI KUEN WONG from August, 2015 through January 31, 201.

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RESPONSE TO REQUEST NO. 12:

See Response to Request No. 2.

Defendant reserves the right to amend and supplement the following responses as provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis

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CERTIFICATE OF MAILING

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **PLAINTIFF’S**
DEFENDANT INVESTPRO INVESTMENTS I, LLC RESPONSES TO PLAINTIFF’S
FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS was served via the
Court’s electronic filing and/or service system and/or via facsimile and/or U.S. Mail first class
postage pre-paid to all parties addressed as follows:

BENJAMIN B. CHILDS, ESQ.
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318 S. Maryland Parkway
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Telephone: (702) 251-0000
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Attorneys for *Plaintiff*

/s/ Mindy Pallares

An employee of Michael B. Lee PC

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Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka
HELEN CHEN, an individual and YAN QIU
ZHANG, an individual, and INVESTPRO
LLC dba INVESTPRO REALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,

Defendants.

CASE NO.: A-18-785917-C
DEPT. NO.: XIV

**DEFENDANT INVESTPRO LLC, dba
INVESTPRO REALTY'S RESPONSES TO
PLAINTIFF'S FIRST SET OF REQUESTS
FOR PRODUCTION OF DOCUMENTS**

Defendant INVESTPRO LLC dba INVESTPRO REALTY ("Realty" or "Defendant"), by
and through their counsel of record, MICHAEL B. LEE, P.C., in accordance with NRCP 34,
provides its responses to Plaintiff's First Set of Interrogatories to INVESTPRO LLC dba
INVESTPRO REALTY as follows:

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PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

These answers are made solely for the purpose of this action. Each answer is subject to all appropriate objections (including, but not limited to, objections considering relevancy, materiality, propriety, and admissibility), which would require the exclusion of any statement contained therein. All objections and grounds for objections are preserved and may be interposed at the time of Trial. Defendant has not yet completed its investigation of the facts relating to this action, has not completed discovery in this action, and has not completed preparation for Trial. Consequently, the following responses are given without prejudice to Defendant's right to supplement these responses.

Defendant objects to Defendant's Requests on the basis that the definitions, explanatory notes and instructions are so complex, numerous and burdensome that they create an unreasonable and undue burden upon Defendant. In addition, the definitions, explanatory notes and instructions cause the Interrogatories to reach an objectionable breadth, ambiguity, complexity and vagueness, and call for information and/or documents which are irrelevant, not calculated to lead to the discovery of admissible evidence, protected by the attorney-client privilege or attorney work-product doctrine, and are beyond the permissible scope of discovery.

Defendant further objects to any Request that seeks any information protected by the attorney-client privilege, or the attorney work-product doctrine.

Defendant further objects to any Request that seeks any information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

No response, nor subsequent response, constitutes a waiver of any other objection pursuant to these Responses, or to other similar responses or requests that may be propounded at a later time.

Nothing contained herein is intended to be nor should be considered as a waiver of the attorney-client privilege or attorney work-product privilege or any other applicable privilege or doctrine.

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DEFINITIONS

A. “Vague and ambiguous” is defined to mean: Defendant objects on the basis that the Request to Produce documents is vague, uncertain, and ambiguous.

B. “Overly broad” is defined to mean: Defendant objects on the basis that the Request to Produce documents is overly broad and calls for an expansive potential breadth of information that is unreasonable in scope and parameter.

C. “Irrelevant” is defined to mean: Defendant objects on the basis that the Request to Produce documents requests information irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

D. “Burdensome” is defined to mean: Defendant objects on the basis that the Request to Produce documents is so broad and uncertain that it creates an unreasonable and undue burden. “Burdensome” is also defined to mean that Defendant objects to the Request because the information sought is more readily available through some other, more convenient, less burdensome, and less expensive source or discovery procedure. See Rule 26(b)(1) of the Nevada Rules of Civil Procedure.

E. “Privileged” is defined to mean: Defendant objects on the basis that the Request to Produce documents calls for information that is (1) protected by the work product doctrine; (2) protected by the attorney/client privilege; (3) protected because it consists, in whole or in part, of trial preparation materials and/or documents containing mental impressions, conclusions, opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of the Nevada Rules of Civil Procedure; and/or (5) protected under any other valid privilege.

F. The phrase “Without waiving the foregoing objections”, or words having similar effect, is defined to mean: while Defendant will produce information in response to the Request, the information sought by the Request that is covered by either a specific or general objection will not be produced.

Subject to the general objections made above, Defendant responds to each Request as follows:

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REQUEST NO. 1:

Produce documents for all repairs, repair order, alterations, maintenance, or improvements made to the Subject Property from September, 2015 through July, 2018.

RESPONSE TO REQUEST NO. 1:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Without waiving the foregoing objections, see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF 0020-025; DEF4000329. Plaintiff can also subpoena information from third parties. As discovery is ongoing, Defendant reserves the right to supplement this response should more documents be obtained.

REQUEST NO. 2:

Produce documents for all rentals, rental agreements, and leases for the Subject Property from September, 2015 through July, 2018.

RESPONSE TO REQUEST NO. 2:

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5

(D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property pursuant to the Residential Purchase Agreement dated September 5, 2017, including the addendums attached thereto. See Defendants' Initial List of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all attachments thereto, at DEF4000354-366. Some of the requested document should already be in the possession of Plaintiff.

REQUEST NO. 3:

Produce documents for all income received from rental of the Subject Property from September, 2015 through July, 2018.

RESPONSE TO REQUEST NO. 3:

See Response to Request No. 2.

Additionally, the question invades Defendant's right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)). Some of the requested document should already be in the possession of Plaintiff.

REQUEST NO. 4:

Produce documentation for all expenses paid associated with the Subject Property from September, 2015 through July, 2018.

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RESPONSE TO REQUEST NO. 4:

See Response to Request No. 3.

Without waiving the foregoing objections, see Defendants’ Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF 0020-025; DEF4000329. As discovery is on-going, Defendant reserves the right to supplement this response should more documents be obtained.

REQUEST FOR ADMISSION NO. 5:

Produce all correspondence associated with the Subject Property from September, 2015 through July, 2018.

RESPONSE TO REQUEST NO. 5:

See Response to Request No. 2.

Additionally, the request is unduly burdensome in-as-much-as it requests information equally available to Plaintiff. Any correspondence relevant to the claims and defenses asserted in this action are between Plaintiff and Defendants, illustrating that Plaintiff has equal access to the correspondence it was a party to.

Without waiving the foregoing objections, see Plaintiff’s 16.1 Early Case Conference Disclosures at pp. 17-19; see also Defendants’ Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF4000340; DEF4000353.

REQUEST NO. 6:

Produce all organizational documents pertaining to you, including, but not limited to, articles of organization, lists of officers, lists of managers, lists of members, charters, operating agreements, minutes of meetings, resolutions, dissolutions, applications for fictitious firm names, statements of financial condition, and financial statements from August, 2015 through July 31, 2018.

RESPONSE TO REQUEST NO. 6:

See Response to Request No. 2.

Additionally, the question invades Defendant’s right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this

1 action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub.*
2 *Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20,
3 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for
4 restricting discovery)).

5 **REQUEST NO. 7:**

6 Produce all documents of any description whatsoever including, but not limited to,
7 communications, contracts, agreements, instructions, payments, checks, invoices, etc. between
8 yourself and Kenny Lin concerning, relevant to, or pertinent to the Subject Property from
9 August, 2015 through January 31, 2019.

10 **RESPONSE TO REQUEST NO. 7:**

11 Objection, the question is overly broad and remote and, as such, is not calculated to lead
12 to the discovery of information relevant to the subject matter of this action, nor to the discovery
13 of admissible evidence. An overly broad discovery request lacks specificity as to time, place,
14 and/or subject matter being requested. Discovery is sufficiently limited and specific in its
15 directive where compliance to its terms would not be unreasonably burdensome. *Diamond State*
16 *Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*,
17 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr.
18 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad
19 that it was impossible to determine what amongst numerous documents fell within the scope of
20 the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5
21 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21,
22 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A
23 discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term
24 such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range
25 of documents or information. *Id.*

26 Additionally, the question invades Defendant's right of privacy, is impermissibly
27 overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this
28 action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub.*

1 *Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20,
2 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for
3 restricting discovery)).

4 This request seeks “all documents of any description whatsoever” over a span of nearly
5 four years. Compliance with the request would be unduly burdensome based on the overbreadth
6 of the request and is not balanced to the needs of the case or the scope of the claims and defense
7 at issue. Also, the request for private financial information invades the right of privacy and is
8 not relevant to the subject matter of this litigation, nor is it likely to lead to the discovery of
9 admissible evidence.

10 **REQUEST NO. 8:**

11 Produce all documents of any description whatsoever including, but not limited to,
12 communications, contracts, agreements, instructions, payments, checks, invoices, etc. between
13 yourself and INVESTPRO INVESTMENTS I LLC concerning, relevant to, or pertinent to the
14 Subject Property from August, 2015 through January 31, 2019.

15 **RESPONSE TO REQUEST NO. 8:**

16 See Response to Request No. 7.

17 **REQUEST NO. 9:**

18 Produce all documents of any description whatsoever including, but not limited to,
19 communications, contracts, agreements, instructions, payments, checks, invoices, etc between
20 yourself and CHI ON WONG aka CHI KUEN WONG concerning, relevant to, or pertinent to
21 the Subject Property from August, 2015 through July 31, 2018.

22 **RESPONSE TO REQUEST NO. 9:**

23 See Response to Request No. 7.

24 **REQUEST NO. 10:**

25 Produce all documents of any description whatsoever including, but not limited to,
26 communications, contracts, agreements, instructions, payments, checks, invoices, etc between
27 yourself and TKNR, Inc concerning, relevant to, or pertinent to the Subject Property from
28 August, 2015 through July 31, 2018.

RESPONSE TO REQUEST NO. 10

See Response to Request No. 7.

REQUEST NO. 11 (Erroneously labeled No. 10):

Produce any and all documents including, but not limited to, invoices, correspondence, payments, checks, vouchers, receipts, contracts, etc for any professional fees or services performed for or by any accountants, certified public accountants, bookkeepers, billing services, attorneys, paralegals, private investigators, real estate agents, real estate brokers, realtors, agents, title companies, escrow companies, salespersons, or similar people or entities, concerning, relevant to, or pertinent to the Subject Property from August, 2015 through July 31, 2018.

RESPONSE TO REQUEST NO. 11 (Erroneously labeled No. 10):

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Also, the request specifically seeks “any and all documents [...] for or by [...] attorneys, paralegals,” which is subject to attorney-client privilege and is not discoverable.

Moreover, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff’d, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21,

2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range of documents or information. *Id.*

Further, the request is unduly burdensome in-as-much-as it requests information equally available to Plaintiff. Any requested information relevant to the claims and defenses asserted in this action relate to the sale of the Subject Property to Plaintiff, some of which has already been disclosed in this litigation by both Plaintiff and Defendant, indicating that Plaintiff has equal access to those documents. See Plaintiff’s 16.1 Early Case Conference Disclosures at pp. 25-60; see also Defendants’ Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF0002-019; DEF4000330-339; DEF4000354-366.

REQUEST NO. 12 (Erroneously labeled No. 11):

Produce copies of any licenses held by you from August, 2015 through July 31, 2018.

RESPONSE TO REQUEST NO. 12 (Erroneously labeled No. 11):

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Moreover, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of

the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

REQUEST NO. 13 (Erroneously labeled No. 12):

Produce copies of any and all documents for any and all repairs, maintenance, or improvements of any kind made to the Subject Property from August, 2015 through July, 2018.

RESPONSE TO REQUEST NO. 13 (Erroneously labeled No. 12):

See Response to Request No. 1.

REQUEST NO. 14 (Erroneously labeled No. 13):

Produce copies of any and all documents for any and all management agreements or contracts of any kind for the management of the Subject Property from August, 2015 through July, 2018.

RESPONSE TO REQUEST NO. 14 (Erroneously labeled No. 13):

See Response to Request No. 2.

REQUEST NO. 15 (Erroneously labeled No. 14):

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and MAN CHAU CHENG WONG concerning, relevant to, or pertinent to the Subject Property from August, 2015 through July 31, 2018.

RESPONSE TO REQUEST NO. 15 (Erroneously labeled No. 14):

See Response to Request No. 7.

REQUEST NO. 16 (Erroneously labeled No. 15):

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between

yourself and JOYCE A. NICKRANDT WONG concerning, relevant to, or pertinent to the Subject Property from August, 2015 through January 31, 201.

RESPONSE TO REQUEST NO. 16 (Erroneously labeled No. 15):

See Response to Request No. 7.

REQUEST NO. 17 (Erroneously labeled No. 16):

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and CHI ON WONG aka CHI KUEN WONG from August, 2015 through July 31, 201.

RESPONSE TO REQUEST NO. 17 (Erroneously labeled No. 16):

See Response to Request No. 7.

REQUEST NO. 18 (Erroneously labeled No. 17):

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and LIWE HELEN CHEN aka HELEN CHEN from August, 2015 through July 31, 2018.

RESPONSE TO REQUEST NO. 18 (Erroneously labeled No. 17):

See Response to Request No. 7.

Defendant reserves the right to amend and supplement the following responses as provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis
MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
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Attorneys for Defendants

MICHAEL B. LEE, P.C.
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LAS VEGAS, NEVADA 89104
TEL – (702) 546-7055; FAX – (702) 825-4734

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **DEFENDANT**
INVSTPRO LLC, dba INVESTPRO REALTY'S RESPONSES TO PLAINTIFF'S FIRST
SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS was served via the Court's
electronic filing and/or service system and/or via facsimile and/or U.S. Mail first class postage
pre-paid to all parties addressed as follows:

BENJAMIN B. CHILDS, ESQ.
Nevada State Bar No. 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Telephone: (702) 251-0000
Email: ben@benchilds.com
Attorneys for *Plaintiff*

/s/ Mindy Pallares

An employee of Michael B. Lee PC

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mike@mblnv.com
Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka
HELEN CHEN, an individual and YAN QIU
ZHANG, an individual, and INVESTPRO
LLC dba INVESTPRO REALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,

Defendants.

CASE NO.: A-18-785917-C
DEPT. NO.: XIV

**DEFENDANT CHI ON WONG aka CHI
KUEN WONG'S RESPONSES TO
PLAINTIFF'S FIRST SET OF REQUESTS
FOR PRODUCTION OF DOCUMENTS**

Defendant CHI ON WONG aka CHI KUEN WONG ("Wong" or "Defendant"), by and
through his counsel of record, MICHAEL B. LEE, P.C., in accordance with NRCP 34, responds to
Plaintiff's First Request for Production of Documents to CHI ON WONG aka CHI KUEN
WONG as follows:

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PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

These answers are made solely for the purpose of this action. Each answer is subject to all appropriate objections (including, but not limited to, objections considering relevancy, materiality, propriety, and admissibility), which would require the exclusion of any statement contained therein. All objections and grounds for objections are preserved and may be interposed at the time of Trial. Defendant has not yet completed its investigation of the facts relating to this action, has not completed discovery in this action, and has not completed preparation for Trial. Consequently, the following responses are given without prejudice to Defendant's right to supplement these responses.

Defendant objects to Defendant's Requests on the basis that the definitions, explanatory notes and instructions are so complex, numerous and burdensome that they create an unreasonable and undue burden upon Defendant. In addition, the definitions, explanatory notes and instructions cause the Interrogatories to reach an objectionable breadth, ambiguity, complexity and vagueness, and call for information and/or documents which are irrelevant, not calculated to lead to the discovery of admissible evidence, protected by the attorney-client privilege or attorney work-product doctrine, and are beyond the permissible scope of discovery.

Defendant further objects to any Request that seeks any information protected by the attorney-client privilege, or the attorney work-product doctrine.

Defendant further objects to any Request that seeks any information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

No response, nor subsequent response, constitutes a waiver of any other objection pursuant to these Responses, or to other similar responses or requests that may be propounded at a later time.

Nothing contained herein is intended to be nor should be considered as a waiver of the attorney-client privilege or attorney work-product privilege or any other applicable privilege or doctrine.

///

DEFINITIONS

A. “Vague and ambiguous” is defined to mean: Defendant objects on the basis that the Request to Produce documents is vague, uncertain, and ambiguous.

B. “Overly broad” is defined to mean: Defendant objects on the basis that the Request to Produce documents is overly broad and calls for an expansive potential breadth of information that is unreasonable in scope and parameter.

C. “Irrelevant” is defined to mean: Defendant objects on the basis that the Request to Produce documents requests information irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

D. “Burdensome” is defined to mean: Defendant objects on the basis that the Request to Produce documents is so broad and uncertain that it creates an unreasonable and undue burden. “Burdensome” is also defined to mean that Defendant objects to the Request because the information sought is more readily available through some other, more convenient, less burdensome, and less expensive source or discovery procedure. See Rule 26(b)(1) of the Nevada Rules of Civil Procedure.

E. “Privileged” is defined to mean: Defendant objects on the basis that the Request to Produce documents calls for information that is (1) protected by the work product doctrine; (2) protected by the attorney/client privilege; (3) protected because it consists, in whole or in part, of trial preparation materials and/or documents containing mental impressions, conclusions, opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of the Nevada Rules of Civil Procedure; and/or (5) protected under any other valid privilege.

F. The phrase “Without waiving the foregoing objections”, or words having similar effect, is defined to mean: while Defendant will produce information in response to the Request, the information sought by the Request that is covered by either a specific or general objection will not be produced.

Subject to the general objections made above, Defendant responds to each Request as follows:

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REQUEST NO. 1:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and Kenny Lin between August, 2015 and July 31, 2018.

RESPONSE TO REQUEST NO. 1:

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property. A request for any and all documents over such a sustained period of time that is not limited to any specific subject matter is unreasonable and unduly burdensome.

REQUEST NO. 2:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between

1 yourself and INVESTPRO MANAGER LLC, including to any of its agents and employees,
2 between August, 2015 and December 31, 2017.

3 **RESPONSE TO REQUEST NO. 2:**

4 See Response to Request No. 1.

5 **REQUEST NO. 3:**

6 Produce all documents of any description whatsoever including, but not limited to,
7 communications, contracts, agreements, instructions, payments, checks, invoices, etc between
8 yourself and JOYCE A. NICKRANDT, including to any of its agents and employees, between
9 August, 2015 and December 31, 2017.

10 **RESPONSE TO REQUEST NO. 3:**

11 See Response to Request No. 1.

12 **REQUEST NO. 4:**

13 Produce all documents of any description whatsoever including, but not limited to,
14 communications, contracts, agreements, instructions, payments, checks, invoices, etc between
15 yourself and INVESTPRO INVESTMENTS I, LLC, including to any of its agents and
16 employees, between August, 2015 and December 31, 2017.

17 **RESPONSE TO REQUEST NO. 4:**

18 See Response to Request No. 1.

19 **REQUEST FOR ADMISSION NO. 5:**

20 Produce all documents of any description whatsoever including, but not limited to,
21 communications, contracts, agreements, instructions, payments, checks, invoices, etc between
22 yourself and INVESTPRO MANAGER LLC, including to any of its agents and employees,
23 between June, 2015 and December 31, 2017.

24 **RESPONSE TO REQUEST NO. 5:**

25 See Response to Request No. 1.

26 **REQUEST NO. 6:**

27 Produce all communications between yourself and LIWE HELEN CHEN aka HELEN
28 CHEN between June, 2015 and December 31, 2017.

RESPONSE TO REQUEST NO. 6:

See Response to Request No. 1.

REQUEST NO. 7:

Produce all listing agreements or sales contracts, with all associated exhibits and amendments, you signed for the sale of the Subject Property from August 1, 2015 through December 31, 2017.

RESPONSE TO REQUEST NO. 7:

Objection, the question is unduly burdensome and as it seeks information that is equally available to Plaintiff. Without waiving the foregoing, all responsive documents have either been produced in this litigation by Plaintiff and/or Defendant or are equally available to Defendant. See Plaintiff's 16.1 Early Case Conference Disclosures at pp. 25-60; see also Defendants Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, at DEF 0002-019; DEF3000089-0134; DEF4000330-0339; DEF4000341; DEF4000354-0366.

REQUEST NO. 8:

Produce any and all documents including, but not limited to, invoices, correspondence, payments, checks, vouchers, receipts, contracts, etc for any professional fees or services performed for or by any accountants, certified public accountants, bookkeepers, billing services, attorneys, paralegals, private investigators, real estate agents, real estate brokers, realtors, agents, title companies, escrow companies, salespersons, or similar people or entities, relating or pertinent to the Subject Property, from August, 2015 through December 31, 2017.

RESPONSE TO REQUEST NO. 8:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Without waiving the foregoing objections, see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF 0020-024.

Defendant is in the process of filing crossclaims against THE AIR TEAM, LLC d/b/a The Air Team Heating & Cooling and anticipates obtaining more documents in responsive to this request. As discovery is on-going, Defendant reserves the right to supplement this response should more documents be obtained.

REQUEST NO. 9:

Produce all documents relevant or pertinent to your investment in TKNR, INC.

RESPONSE TO REQUEST NO. 9:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Additionally, the question invades Defendant's right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)).

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REQUEST NO. 10:

Produce all documents relevant or pertinent to your ownership of any interest in TKNR, INC.

RESPONSE TO REQUEST NO. 10:

See Response to Request No. 9.

Defendant reserves the right to amend and supplement the following responses as provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis
MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
1820 East Sahara Avenue, Suite 110
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mike@mblnv.com
Attorneys for Defendants

MICHAEL B. LEE, P.C.
1820 E. SAHARA AVENUE, SUITE 110
LAS VEGAS, NEVADA 89104
TEL – (702) 546-7055; FAX – (702) 825-4734

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **DEFENDANT**
CHI ON WONG aka CHI KUEN WONG'S RESPONSES TO PLAINTIFF'S FIRST SET
OF REQUESTS FOR PRODUCTION OF DOCUMENTS was served via the Court's
electronic filing and/or service system and/or via facsimile and/or U.S. Mail first class postage
pre-paid to all parties addressed as follows:

BENJAMIN B. CHILDS, ESQ.
Nevada State Bar No. 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Telephone: (702) 251-0000
Email: ben@benchilds.com
Attorneys for *Plaintiff*

/s/ Mindy Pallares

An employee of Michael B. Lee PC

MICHAEL B. LEE, P.C.
1820 E. SAHARA AVENUE, SUITE 110
LAS VEGAS, NEVADA 89104
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MICHAEL B. LEE, ESQ.
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MICHAEL MATTHIS, ESQ.
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Las Vegas, Nevada 89104
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Facsimile: (702) 825-4734
mike@mblnv.com
Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka
HELEN CHEN, an individual and YAN QIU
ZHANG, an individual, and INVESTPRO
LLC dba INVESTPRO REALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,

Defendants.

CASE NO.: A-18-785917-C
DEPT. NO.: XIV

**DEFENDANT INVESTPRO MANAGER,
LLC'S RESPONSES TO PLAINTIFF'S
SECOND SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

Defendant INVESTPRO MANAGER, LLC ("Manager" or "Defendant"), by and through
their counsel of record, MICHAEL B. LEE, P.C., in accordance with NRCP 34, responds to
Plaintiff's Second Set of Request for Production of Documents to INVESTPRO MANAGER,
LLC as follows:

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PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

These answers are made solely for the purpose of this action. Each answer is subject to all appropriate objections (including, but not limited to, objections considering relevancy, materiality, propriety, and admissibility), which would require the exclusion of any statement contained therein. All objections and grounds for objections are preserved and may be interposed at the time of Trial. Defendant has not yet completed its investigation of the facts relating to this action, has not completed discovery in this action, and has not completed preparation for Trial. Consequently, the following responses are given without prejudice to Defendant's right to supplement these responses.

Defendant objects to Defendant's Requests on the basis that the definitions, explanatory notes and instructions are so complex, numerous and burdensome that they create an unreasonable and undue burden upon Defendant. In addition, the definitions, explanatory notes and instructions cause the Interrogatories to reach an objectionable breadth, ambiguity, complexity and vagueness, and call for information and/or documents which are irrelevant, not calculated to lead to the discovery of admissible evidence, protected by the attorney-client privilege or attorney work-product doctrine, and are beyond the permissible scope of discovery.

Defendant further objects to any Request that seeks any information protected by the attorney-client privilege, or the attorney work-product doctrine.

Defendant further objects to any Request that seeks any information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

No response, nor subsequent response, constitutes a waiver of any other objection pursuant to these Responses, or to other similar responses or requests that may be propounded at a later time.

Nothing contained herein is intended to be nor should be considered as a waiver of the attorney-client privilege or attorney work-product privilege or any other applicable privilege or doctrine.

///

DEFINITIONS

A. “Vague and ambiguous” is defined to mean: Defendant objects on the basis that the Request to Produce documents is vague, uncertain, and ambiguous.

B. “Overly broad” is defined to mean: Defendant objects on the basis that the Request to Produce documents is overly broad and calls for an expansive potential breadth of information that is unreasonable in scope and parameter.

C. “Irrelevant” is defined to mean: Defendant objects on the basis that the Request to Produce documents requests information irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

D. “Burdensome” is defined to mean: Defendant objects on the basis that the Request to Produce documents is so broad and uncertain that it creates an unreasonable and undue burden. “Burdensome” is also defined to mean that Defendant objects to the Request because the information sought is more readily available through some other, more convenient, less burdensome, and less expensive source or discovery procedure. See Rule 26(b)(1) of the Nevada Rules of Civil Procedure.

E. “Privileged” is defined to mean: Defendant objects on the basis that the Request to Produce documents calls for information that is (1) protected by the work product doctrine; (2) protected by the attorney/client privilege; (3) protected because it consists, in whole or in part, of trial preparation materials and/or documents containing mental impressions, conclusions, opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of the Nevada Rules of Civil Procedure; and/or (5) protected under any other valid privilege.

F. The phrase “Without waiving the foregoing objections”, or words having similar effect, is defined to mean: while Defendant will produce information in response to the Request, the information sought by the Request that is covered by either a specific or general objection will not be produced.

Subject to the general objections made above, Defendant responds to each Request as follows:

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REQUEST NO. 20:

Produce all corporate documents pertaining to you, including, but not limited to, articles of incorporation, articles of organization, lists of officers, lists of managers, lists of members, charters, stockholder agreements, operating agreements, minutes of meetings, resolutions, dissolutions, applications for fictitious firm names, statements of financial condition, and financial statements from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 20:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Additionally, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) *aff'd*, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property. The overbreadth of the request, coupled with the lack of relevancy of the information, renders compliance unduly burdensome and not reasonable in light of the needs of the case related to the claims and defenses at issue.

REQUEST NO. 21:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and Kenny Lin from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 21:

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property. A request for any and all documents over such

1 a sustained period of time that is not limited to any specific subject matter is unreasonable and
2 unduly burdensome.

3 **REQUEST NO. 22:**

4 Produce all documents of any description whatsoever including, but not limited to,
5 communications, contracts, agreements, instructions, payments, checks, invoices, etc between
6 yourself and INVESTPRO INVESTMENTS I LLC August, 2015 through January 31, 2019.

7 **RESPONSE TO REQUEST NO. 22:**

8 See Response to Request No. 21.

9 **REQUEST NO. 23:**

10 Produce all documents of any description whatsoever including, but not limited to,
11 communications, contracts, agreements, instructions, payments, checks, invoices, etc between
12 yourself and CHI ON WONG aka CHI KUEN WONG from August, 2015 through July 31,
13 2019.

14 **RESPONSE TO REQUEST NO. 23:**

15 See Response to Request No. 21.

16 **REQUEST FOR ADMISSION NO. 24:**

17 Produce any and all documents including, but not limited to, invoices, correspondence,
18 payments, checks, vouchers, receipts, contracts, etc for any professional fees or services
19 performed for or by any accountants, certified public accountants, bookkeepers, billing services,
20 attorneys, paralegals, private investigators, real estate agents, real estate brokers, realtors, agents,
21 title companies, escrow companies, salespersons, or similar people or entities, from August,
22 2015 through January 31, 2019.

23 **RESPONSE TO REQUEST NO. 24:**

24 Objection, this request seeks information irrelevant to the subject matter of this action
25 and not reasonably calculated to lead to the discovery of admissible evidence. See *Oppenheimer*
26 *Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe*
27 *County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*,
28 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Also, the request

specifically seeks “any and all documents [...] for or by [...] attorneys, paralegals,” which is subject to attorney-client privilege and is not discoverable.

Moreover, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff’d, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range of documents or information. *Id.*

Further, the request is unduly burdensome in-as-much-as it requests information equally available to Plaintiff. Any requested information relevant to the claims and defenses asserted in this action relate to the sale of the Subject Property to Plaintiff, some of which has already been disclosed in this litigation by both Plaintiff and Defendant, indicating that Plaintiff has equal access to those documents. See Plaintiff’s 16.1 Early Case Conference Disclosures at pp. 25-60; see also Defendants’ Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF0002-019; DEF4000330-339; DEF4000354-366.

REQUEST NO. 25:

Produce copies of any licenses held by you from August, 2015 through July 31, 2018.

////

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RESPONSE TO REQUEST NO. 25:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Moreover, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence.

REQUEST NO. 26:

Produce copies of any and all documents for any and all repairs, maintenance, or improvements of any kind made to the Subject Property from August, 2015 through July, 2018.

RESPONSE TO REQUEST NO. 26:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Without waiving the foregoing objections, see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF 0020-025; DEF4000329. Defendant is in the process of filing crossclaims against THE AIR TEAM, LLC d/b/a The Air Team Heating & Cooling and anticipates obtaining more documents in responsive to this request. As discovery is on-going, Defendant reserves the right to supplement this response should more documents be obtained.

REQUEST NO. 27:

Produce copies of any and all documents for any and all management agreements or contracts of any kind for the management of the Subject Property from August, 2015 through July, 2018.

////

RESPONSE TO REQUEST NO. 27:

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property pursuant to the Residential Purchase Agreement dated September 5, 2017, including the addendums attached thereto. See Defendants’ Initial List of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all attachments thereto, at DEF4000354-366.

REQUEST NO. 28:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and MAN CHAU CHENG, from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 28:

See Response to Request No. 21.

REQUEST NO. 29:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and JOYCE A. NICKRANDT from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 29:

See Response to Request No. 21.

REQUEST NO. 30:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and TKNR, INC. from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 30:

See Response to Request No. 21.

REQUEST NO. 31:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices etc between yourself and CHI ON WONG aka CHI KUEN WONG from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 31:

See Response to Request No. 21.

REQUEST NO. 32:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and LIWE HELEN CHEN aka HELEN CHEN from August, 2015 through January 31, 2019.

RESPONSE TO REQUEST NO. 32:

See Response to Request No. 21.

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REQUEST NO. 33:

Produce all licenses you held from August, 2015 through July 31, 2018.

RESPONSE TO REQUEST NO. 33:

Objection, this request has, in substance been previously propounded in Request No. 25.

Defendant reserves the right to amend and supplement the following responses as provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis

MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
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Attorneys for Defendants

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LAS VEGAS, NEVADA 89104
TEL – (702) 546-7055; FAX – (702) 825-4734

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **DEFENDANT**
INVESTPRO MANAGER, LLC’S RESPONSES TO PLAINTIFF’S SECOND SET OF
REQUESTS FOR PRODUCTION OF DOCUMENTS was served via the Court’s electronic
filing and/or service system and/or via facsimile and/or U.S. Mail first class postage pre-paid to
all parties addressed as follows:

BENJAMIN B. CHILDS, ESQ.
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Las Vegas, Nevada 89101
Telephone: (702) 251-0000
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Attorneys for *Plaintiff*

/s/ Mindy Pallares
An employee of Michael B. Lee PC

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mike@mblnv.com
Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka
HELEN CHEN, an individual and YAN QIU
ZHANG, an individual, and INVESTPRO
LLC dba INVESTPRO REALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,

Defendants.

CASE NO.: A-18-785917-C
DEPT. NO.: XIV

**DEFENDANT TKNR, INC'S RESPONSES
TO PLAINTIFF'S SECOND SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS**

Defendant TKNR, INC ("TKNR" or "Defendant"), by and through their counsel of
record, MICHAEL B. LEE, P.C., in accordance with NRCP 34, responds to Plaintiff's Second Set
of Request for Production of Documents to TKNR, INC as follows:

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PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

These answers are made solely for the purpose of this action. Each answer is subject to all appropriate objections (including, but not limited to, objections considering relevancy, materiality, propriety, and admissibility), which would require the exclusion of any statement contained therein. All objections and grounds for objections are preserved and may be interposed at the time of Trial. Defendant has not yet completed its investigation of the facts relating to this action, has not completed discovery in this action, and has not completed preparation for Trial. Consequently, the following responses are given without prejudice to Defendant's right to supplement these responses.

Defendant objects to Defendant's Requests on the basis that the definitions, explanatory notes and instructions are so complex, numerous and burdensome that they create an unreasonable and undue burden upon Defendant. In addition, the definitions, explanatory notes and instructions cause the Interrogatories to reach an objectionable breadth, ambiguity, complexity and vagueness, and call for information and/or documents which are irrelevant, not calculated to lead to the discovery of admissible evidence, protected by the attorney-client privilege or attorney work-product doctrine, and are beyond the permissible scope of discovery.

Defendant further objects to any Request that seeks any information protected by the attorney-client privilege, or the attorney work-product doctrine.

Defendant further objects to any Request that seeks any information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

No response, nor subsequent response, constitutes a waiver of any other objection pursuant to these Responses, or to other similar responses or requests that may be propounded at a later time.

Nothing contained herein is intended to be nor should be considered as a waiver of the attorney-client privilege or attorney work-product privilege or any other applicable privilege or doctrine.

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DEFINITIONS

A. “Vague and ambiguous” is defined to mean: Defendant objects on the basis that the Request to Produce documents is vague, uncertain, and ambiguous.

B. “Overly broad” is defined to mean: Defendant objects on the basis that the Request to Produce documents is overly broad and calls for an expansive potential breadth of information that is unreasonable in scope and parameter.

C. “Irrelevant” is defined to mean: Defendant objects on the basis that the Request to Produce documents requests information irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

D. “Burdensome” is defined to mean: Defendant objects on the basis that the Request to Produce documents is so broad and uncertain that it creates an unreasonable and undue burden. “Burdensome” is also defined to mean that Defendant objects to the Request because the information sought is more readily available through some other, more convenient, less burdensome, and less expensive source or discovery procedure. See Rule 26(b)(1) of the Nevada Rules of Civil Procedure.

E. “Privileged” is defined to mean: Defendant objects on the basis that the Request to Produce documents calls for information that is (1) protected by the work product doctrine; (2) protected by the attorney/client privilege; (3) protected because it consists, in whole or in part, of trial preparation materials and/or documents containing mental impressions, conclusions, opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of the Nevada Rules of Civil Procedure; and/or (5) protected under any other valid privilege.

F. The phrase “Without waiving the foregoing objections”, or words having similar effect, is defined to mean: while Defendant will produce information in response to the Request, the information sought by the Request that is covered by either a specific or general objection will not be produced.

Subject to the general objections made above, Defendant responds to each Request as follows:

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REQUEST NO. 22:

Produce all corporate documents pertaining to you, including, but not limited to, articles of incorporation, articles of organization, lists of officers, lists of managers, lists of members, charters, stockholder agreements, operating agreements, minutes of meetings, resolutions, dissolutions, applications for fictitious firm names, statements of financial condition, and financial statements from September, 2015 through September 31, 2018.

RESPONSE TO REQUEST NO. 22:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Additionally, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property. The overbreadth of the request, coupled with the lack of relevancy of the information, renders compliance unduly burdensome and not reasonable in light of the needs of the case related to the claims and defenses at issue.

REQUEST NO. 23:

Produce documents for all rentals, rental agreements, and leases for the Subject Property from September, 2015 through December 31, 2017.

RESPONSE TO REQUEST NO. 23:

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property pursuant to the Residential Purchase Agreement dated September 5, 2017, including the addendums attached thereto. See Defendants' Initial List

of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all attachments thereto, at DEF4000354-366.

REQUEST NO. 24:

Produce documents for all income received from rental of the Subject Property from September, 2015 through December 31, 2017.

RESPONSE TO REQUEST NO. 24:

See Response to Request No. 23.

REQUEST NO. 25:

Produce documentation for all expenses paid associated with the Subject Property from September, 2015 through December 31, 2017.

RESPONSE TO REQUEST NO. 25:

See Response to Request No. 23.

Also, without waiving the foregoing objections, see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF 0020-025; DEF4000329. Defendant is in the process of filing crossclaims against THE AIR TEAM, LLC d/b/a The Air Team Heating & Cooling and anticipates obtaining more documents in responsive to this request. As discovery is on-going, Defendant reserves the right to supplement this response should more documents be obtained.

REQUEST FOR ADMISSION NO. 26:

Produce all evidence supporting your claim that Plaintiff had an ulterior purpose other than resolving a legal dispute.

RESPONSE TO REQUEST NO. 26:

A request seeking "all facts" and "all information related to each and every allegation" is facially burdensome. *In re MGM Mirage Sec. Litig.*, No. 2:09-CV-1558-GMN, 2014 WL 6675732, at *5 (D. Nev. Nov. 25, 2014); *Wynn Las Vegas v. Zoggolis*, No. 14-cv-157– MMD– VCF, 2014 WL 2772241, at *3 (D. Nev. June 17, 2014) (Ferenbach, M.J.); *Switch Commc'ns Grp. v. Ballard*, No. 2:11-CV-00285-KJD, 2011 WL 3957434, at *8 (D. Nev. Sept. 7, 2011) (quoting *Steil v. Humana Kansas City, Inc.*, 1197 F.R.D. 445, 447 (D. Kan. 2000) "Steal [SIC]

states that an interrogatory may reasonably ask for the material or principal facts which support a party's contentions. "However, 'to require specifically 'each and every' fact and application of law to fact ... would too often require a laborious, time-consuming analysis, search, and description of incidental, secondary, and perhaps irrelevant and trivial details.'")

"All-encompassing interrogatories which require the plaintiff to provide a detailed narrative of its entire case, including the identity every witness and document that supports each described fact. Courts have held that such "blockbuster" interrogatories are unduly burdensome on their face. See e.g. *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186–87 (D. Kan. 1997) and *Grynberg v. Total S.A.*, 2006 WL 1186836, *6–7 (D. Colo. 2006)." *F.T.C. v. Ivy Capital, Inc.*, No. 2:11-CV-00283-JCM, 2012 WL 1883507, at *9 (D. Nev. May 22, 2012).

Without waiving the foregoing objections, see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto; see also Plaintiff's 16.1 Early Case Conference Disclosures, and all supplements thereto. As discovery, is on-going, Defendant reserves the right to supplement this response should more information become available.

REQUEST NO. 27:

Produce all documents supporting your claim that Plaintiff engaged in willful act in the use of the legal process not proper in the regular conduct of the proceeding.

RESPONSE TO REQUEST NO. 27:

See Response to Request No. 26.

REQUEST NO. 28:

Produce all documents of communications between yourself and INVESTPRO INVESTMENTS I LLC.

RESPONSE TO REQUEST NO. 28:

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its

directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, this request is not limited in temporal scope or to any specific subject matter. As written, the request would require disclosure of potentially hundred, if not thousands, of correspondence over an indefinite time period whether related to this matter or not, making compliance with the request unduly burdensome and unreasonable related to the need of the case.

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REQUEST NO. 29:

Produce all documents of communications between yourself and INVESTPRO
MANAGER LLC.

RESPONSE TO REQUEST NO. 29:

See Response to Request No. 28.

Defendant reserves the right to amend and supplement the following responses as
provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis
MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
1820 East Sahara Avenue, Suite 110
Las Vegas, NV 89104
Tel: 702.477.7030
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Attorneys for Defendants

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1820 E. SAHARA AVENUE, SUITE 110
LAS VEGAS, NEVADA 89104
TEL – (702) 546-7055; FAX – (702) 825-4734

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **DEFENDANT**
TKNR, INC'S RESPONSES TO PLAINTIFF'S SECOND SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS was served via the Court's electronic filing and/or service
system and/or via facsimile and/or U.S. Mail first class postage pre-paid to all parties addressed
as follows:

BENJAMIN B. CHILDS, ESQ.
Nevada State Bar No. 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Telephone: (702) 251-0000
Email: ben@benchilds.com
Attorneys for *Plaintiff*

/s/ Mindy Pallares

An employee of Michael B. Lee PC

IN THE SUPREME COURT OF NEVADA

BENJAMIN B. CHILDS;

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLAK, THE
HONORABLE ADRIANA ESCOBAR,

Respondent,

WLAB INVESTMENT, LLC, TKNR,
INC., a California Corporation, and CHI
ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN,
aka KEN ZHONG LIN aka
KENNETHZHONG LIN aka WHONG
K. LIN aka CHONG KENNY LIN aka
ZHONG LIN, an individual, and LIWE
HELEN CHEN aka HELEN CHEN, an
individual and YANQIU ZHANG, an
individual and INVESTPRO LLC dba
INVESTPROREALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and
JOYCE A. NICKRANDT, an individual,
and INVESTPROINVESTMENTS LLC,
a Nevada Limited Liability Company,
and INVESTPROMANAGER LLC, a
Nevada Limited Liability Company and
JOYCE A. NICKDRANDT, an
individual and does 1through 15 and roe
corporation I-XXX;

Real Party in Interest.

CASE NO.: 82967

DC Case No.: A-18-785917-C
Dept. No.: XIV

DC Judge: Hon. Adriana Escobar

Appeal from the Eighth Judicial District Court of the State of Nevada in and for
the County of Clark

The Honorable Adriana Escobar, District Judge

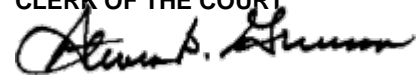
APPENDIX VOLUME IV

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**APPENDIX
VOLUME IV**

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| Defendants' Reply to Plaintiff's Opposition to Defendants Motion for Summary Judgment and Opposition to Plaintiff's Countermotions for Continuance based on NRCP 56(f) and for Imposition of Sanctions | 01/21/2021 | IV | 0852-0889 |



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Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

TKNR, INC, a California Corporation, and
CHI ON WONG, an individual, and
KENNY ZHONG LIN, an individual, and
INVESTPRO LLC dba INVESTPRO REALTY and
JOYCE A. NICKRANDT, an individual and
Does 1 through 5 and Roe Corporations I - X

Defendants

Case # A-18-785917-C
Dept # 14

Hearing : January 28, 2021
09:30

=====

OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

COUNTERMOTION FOR CONTINUANCE BASED ON NRCP 56(f) and
COUNTERMOTION FOR IMPOSITION OF MONETARY SANCTIONS

PROCEDURAL ISSUES

Defendants' Motion must be denied as it is untimely. The filing of the motion is obviously just for Defendants' attorney to bill up the file, and consequently unnecessarily increase the costs of Plaintiff. Defendants' tactic is to simply rely on the opinion of their hired expert, as if this created a stipulated fact.

It's a waste of attorney and judicial time which should not be tolerated.

Without the Court's permission, the Motion exceeds the 30 page limit of EDCR 2.20(a).

1 The Motion is confusingly circular and without a specific request for relief,
2 other than granting summary judgment to all defendants on all causes of action.

3 NRC 56(c) requires “a concise statement setting forth each fact material
4 to the disposition of the motion which the party claims is or is not genuinely in
5 issue, citing the particular portions of any pleading, affidavit, deposition,
6 interrogatory, answer, admission, or other evidence upon which the party relies.”
7 This is absent in Defendants’ motion. The only statement of fact in the Motion is
8 essentially stating what Plaintiff’s allegations are. Plaintiff is disputing those facts,
9 so there are obviously disputes of material fact which preclude summary
10 judgment.
11

12 The Motion contains purported a settlement demand in Kenny Lin’s
13 declaration. Interestingly, although it’s specific as to amount, it completely lacks
14 context of date, time, where, method of transmittal, who extended or received the
15 offer, etc. Mr. Miao’s declaration is emphatic that no communication with any
16 defendant occurred after August, 2018, and no settlement discussions occurred
17 ever.
18

19 EDCR 2.21 limits affidavits to “only factual, evidentiary matter.”
20

21 Rule 2.21. Affidavits on motions.

22 (a) Factual contentions involved in any pretrial or post-trial
23 motion must be initially presented and heard upon affidavits,
24 unsworn declarations under penalty of perjury, depositions, answers
25 to interrogatories, and admissions on file. Oral testimony will not be
26 received at the hearing, except upon the stipulation of parties and
27 with the approval of the court, but the court may set the matter for a
28 hearing at a time in the future and require or allow oral examination
29 of the affiants/declarants to resolve factual issues shown by the
30 affidavits/declarations to be in dispute. This provision does not apply
31 to an application for a preliminary injunction pursuant to N.R.C.P.
32 65(a).

1 ...

2 (c) **AFFIDAVITS/DECLARATIONS MUST CONTAIN ONLY**
3 **FACTUAL, EVIDENTIARY MATTER**, conform with the requirements
4 of N.R.C.P. 56(e), and avoid mere general conclusions or argument.
5 Affidavits/declarations substantially defective in these respects may
6 be stricken, wholly or in part.

7 Further, NRS 48.105 expressly makes settlement discussions
8 inadmissible.

9
10 NRS 48.105 - Compromise; offers to compromise.

11 1. Evidence of:

12 (a) Furnishing or offering or promising to furnish; or

13 (b) Accepting or offering or promising to accept,
14 a valuable consideration in compromising or attempting to
15 compromise a claim which was disputed as to either validity
16 or amount, **is not admissible to prove liability for or**
17 **invalidity of the claim or its amount. Evidence of**
18 **conduct or statements made in compromise**
19 **negotiations is likewise not admissible.**

20 2. This section does not require exclusion when the evidence is
21 offered for another purpose, such as proving bias or prejudice of a
22 witness, negating a contention of undue delay, or proving an
23 effort to obstruct a criminal investigation or prosecution.

24 Plaintiffs has documented its damages as required by NRCP 16.1 [Exhibit
25 4]. Defendants adding up all the damages to get the \$16,000,000 figure is
26 ridiculous, different causes of action against different defendants does not mean
27 that Plaintiff will recover twice, or thrice; it just sets forth those damages. The
28 damages are based on Mr. Sani's opinion. [Exhibit 4]

29 Plaintiff files this Opposition sets forth its Countermotions to avoid
30 judgment being entered for failure to respond.

31 ///

1 ARGUMENT OF COUNSEL IS NOT EVIDENCE

2
3 The Court has to make decisions based on evidence, not argument of
4 counsel. The Motion is riddled with inaccurate statements by counsel, which are
5 NOT supported by evidence. Such as stating that Plaintiff have demanded
6 \$16,000,000, that Plaintiff did not inspect the Subject Property, and that there are
7 no factual issues. These statements are made in violation of SCR 172(1)(a) (“[a]
8 lawyer shall not knowingly . . . [m]ake a false statement of material fact or law to a
9 tribunal”).
10

11
12 HISTORICAL SUMMARY

13
14 October , 2015

15 TKNR bought property on September 25, 2015 at a foreclosure auction for
16 \$95,100. Investpro Realty is the entity that recorded the Trustee’s Deed
17 and the address on the Trustee’s Deed is Investpro’s address at 3553 S.
18 Valley View Blvd Las Vegas, NV 89018; this is not TKNR’s address. The
19 unpaid debt was \$291,608.90. [Exhibit 2, attachment Exhibit 2B]
20 Defendant INVESTPRO REALTY was TKNR Inc’s (hereinafter” TKNR”)
21 property managment company and Zhong Lin aka Kenny
22 Lin(hereinafter”Lin”) renovated Subject Property, put tenants in the Subject
23 Property, and put it on market for profit.. [Exhibit 6, 7-8 (Response to
24 Interrogatory # 3]
25

26 August 11, 2017

27 Plaintiff enters into Purchase Agreement to buy the Subject Property.
28 [Exhibit B]

29 December, 2017

30 Purchase of Subject Property completed. Plaintiff continued to use
31
32

1 Investpro as property manager. [Exhibit 2, Mr. Miao's declaration]
2 December, 2017
3 Lin approached Frank Miao at Christmas party and solicited him to invest in
4 Investpro's Flipping Fund. [Exhibit 2, Mr. Miao's declaration]
5 July, 2018
6 Tenant in Unit A complained about fuses burning, which shut down
7 electrical service to his apartment. Plaintiff found the electrical problems
8 which had been created by Investpro, Lin and/or TKNR and corrected the
9 problems and terminated Investpro as property manager. .[Exhibit 2, Mr.
10 Miao's declaration]
11 December 11, 2018
12 Complaint filed
13 January 7 2019
14 Defendants file Motion to Dismiss, Alternative Motion for Summary
15 Judgment or More Definite Statement
16 March 4, 2019
17 First Amended Complaint filed
18 December 16, 2019
19 Discovery Scheduling Order filed after Mandatory Rule 16.1 conference on
20 August 7, 2019
21 May 28, 2020
22 Stipulation and Order to Extend Discovery
23 August 14, 2020
24 Plaintiff timely discloses expert witness [Exhibit 4]
25 September 25, 2020
26 Deadline for rebuttal expert witnesses. Defendants do not disclose rebuttal
27 expert
28
29
30
31
32

1 October 16, 2020

2 Defendants file motion to extend discovery deadlines

3 November 23, 2020

4 Stipulated Order for Plaintiff to file 2nd Amended Complaint [Exhibit 5]

5 December 28, 2020

6 Defendants file for summary judgment knowing that there are clear factual
7 issues which preclude the Court from granting summary judgment
8

9
10 ARGUMENT IN DEFENDANTS' MOTION THAT DEFECTS WERE OPEN AND
11 OBVIOUS IS SELF-DEFEATING
12

13 Given the argument in Defendants' Motion, if defects are open and
14 obvious, why didn't Defendants correct the issues? Or, more importantly to the
15 instant case, why didn't Defendants DISCLOSE the defects in the Seller Real
16 Property Disclosure Form [SRPDF herein]? If the defects were open and
17 obvious, the Defendants involved in the sale to Plaintiff should have disclosed
18 them.
19

20 DEFENDANTS' MOTION IS UNTIMELY AS DISCOVERY HAS NOT BEEN
21 COMPLETED
22

23 COUNTERMOTION FOR CONTINUANCE BASED ON NRCP 56(f) IF THE
24 COURT CONSIDERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT
25

26 NRCP 56(f) states as follows :

27 (f) When Affidavits Are Unavailable. Should it appear from the affidavits of
28 a party opposing the motion that the party cannot for reasons stated
29 present by affidavit facts essential to justify the party's opposition, the court
30 may refuse the application for judgment or may order a continuance to
31 permit affidavits to be obtained or depositions to be taken or discovery to
32 be had or may make such other order as is just.

1
2 Discovery is not completed. The declaration of Plaintiff's attorney is
3 attached supporting its Countermotion pursuant to NRCP 56(f). After missing
4 the expert witness deadline, Defendants file motion to extend discovery
5 deadlines, which motion was granted. The current discovery deadline is March 2,
6 2021, which is the deadline Defendants themselves requested.
7

8
9 NO WAIVER OF INSPECTION
10

11 The Purchase Agreement prepared by Helen Chen creates a fiduciary duty
12 as Investpro was in a dual agency, representing the seller and the buyer. [Exhibit
13 F] Section 7D of the Purchase Agreement expressly states that Plaintiff didn't
14 waive the home inspection. Frank Miao did an inspection, as set forth in his
15 declaration [Exhibit 2]. His affidavit is supported by email communications with
16 Helen Chen of Investpro Realty. [Exhibit 2C] This, in and of itself, creates a
17 factual issue.
18

19 Further, waiving inspection (which Plaintiff expressly denies happened
20 since Mr. Miao inspected on August 10, 2017) does NOT relieve Defendant
21 seller, and its agents, of an obligation to disclose accurate information on the
22 SRPDF. This is required by Nevada statute, which disclosure cannot be waived.
23 [Exhibit C, Page 1 is the SRPDF which expressly states that it cannot be waived,
24 citing NRS 113.130(3)]

25 In normal transactions involving residential rental building, the buyer only
26 inspects the common spaces because units occupied. The burden is on seller
27 because of warranty of habitability and safety issues for tenants, which are
28 ongoing. This is obviously for consumer protection of both the tenants and the
29 general public. This is also why owners/managers of rental properties have to
30 use licensed contractors ALL the time to do work and to pull permits to do the
31
32

1 extensive renovation such as was done to the Subject Property. [Exhibit 2E and
2 Exhibit 3]

3
4 AGAINST PUBLIC POLICY FOR FIDUCIARY TO PRESENT CONTRACT
5 WHICH WAIVES DAMAGES
6

7
8 In this case the real estate broker is the flipper. Defendants Investpro,
9 Nickrant and Chen represented Plaintiff in the purchase. [Exhibit F] They have
10 a statutory duty to disclose all material facts. Since Investpro did the renovation
11 [Exhibit 6], and is also the broker, it both had knowledge of the material facts
12 complained about in the 2nd Amended Complaint, and had an obligation to
13 disclose those material facts. That duty cannot be waived.
14

15 NRS 645.254 - Additional duties of licensee entering into
16 brokerage agreement to represent client in real estate
17 transaction.

18 ...

19 5. Shall disclose to the client material facts of which the
20 licensee has knowledge concerning the transaction;
21

22 NRS 645.255 - Waiver of duties of licensee prohibited.
23 Except as otherwise provided in subsection 4 of NRS 645.254,
24 no duty of a licensee set forth in NRS 645.252 or 645.254 may
25 be waived.
26

27
28 The detailed narrative declaration of Frank Miao, and the attached Exhibits
29 2A through 2F are incorporated herein by reference. Defendants Lin and
30 INVESTPRO, LLC are property flippers who owned and/or controlled the Subject
31
32

1 Property for about 2 years, [Exhibit 6] during which time they performed multiple
2 major alterations and renovations to the property, none of which were permitted,
3 inspected, or done by licensed contractors as required by law. See Exhibit 3,
4 Declaration of Amir Sani. TKNR, INC is the corporate entity that Lin and
5 Investpro used for this particular investment, which is owned and managed by
6 Defendant CHI ON WONG [Wong]. They altered the property to hide the many
7 defects detailed in Miao's declaration, then sold the property without disclosing
8 the defects.
9

10 11 NO WAIVER OF REQUIRED DISCLOSURES 12

13 Plaintiff did not waive its right to receive required disclosures. Plaintiff
14 cannot waive the Seller's obligation to complete the disclosures. As noted on the
15 first page of Exhibit C, NRS 113.130(3) does not allow a purchaser to waive the
16 disclosures.
17

18 Defendants desperately want the Court to ignore their collective and
19 concerted fraudulent actions. There was no waiver of the required disclosures.
20 Further, only the remedies for failure to disclose of known defects can be waived,
21 and only if the waiver is "signed by the purchaser **and notarized**." See NRS
22 113.130(3) and 115.150(6). This did not happen.

23 Further, the "waiver" of the inspection upon which Defendants essentially
24 rests their entire motion, Exhibit 3, means nothing because Plaintiff had already
25 inspected the property on August 10, 2019. Plaintiff DID inspect the property,
26 Defendants had just gone to extensive effort, apparently as part of their
27 renovation, to hide the problems.
28

29 ///
30
31
32

PLAIN MEANING OF STATUTE

“It is well established that when the language of a statute is plain and unambiguous, a court should give that language its ordinary meaning and not go beyond it.” Banegas v. State Indus. Ins. Sys., 117 Nev. 222, 225, 19 P.3d 245, 247 (2001). The plain meaning of a statute is generally “ascertained by examining the context and language of the statute as a whole.” Karcher Firestopping v. Meadow Valley Contractors, Inc., 125 Nev. 111, 113, 204 P.3d 1262, 1263 (2009).

NRS 113.130 and 113.150, set forth below, are clear and unambiguous.

DISCLOSURES REQUIRED BY STATUTE

NRS 113.130 requires disclosure of know defects by seller of a residential real estate. The relevant portions of that statute are set forth below.

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

1. Except as otherwise provided in subsections 2 and 3:

(a) At least 10 days before residential property is conveyed to a purchaser:

(1) The seller shall complete a disclosure form regarding the residential property; and

(2) The seller or the seller's agent shall serve the purchaser or the purchaser's agent with the completed disclosure form.

(b) If, after service of the completed disclosure form but before conveyance of the property to the purchaser, a seller or the seller's agent discovers a new defect in the residential property that was not identified on the completed disclosure form or discovers that a defect identified on the completed disclosure form has become worse than was indicated on the form, the seller or the seller's agent shall inform the purchaser or the purchaser's agent of that fact, in writing, as soon as practicable

1 after the discovery of that fact but in no event later than the
2 conveyance of the property to the purchaser. If the seller does
3 not agree to repair or replace the defect, the purchaser may:

- 4 (1) Rescind the agreement to purchase the property; or
5 (2) Close escrow and accept the property with the defect
6 as revealed by the seller or the seller's agent without
7 further recourse.

8 2. Subsection 1 does not apply to a sale or intended sale of residential
9 property:

- 10 (a) By foreclosure pursuant to chapter 107 of NRS.
11 (b) Between any co-owners of the property, spouses or persons
12 related within the third degree of consanguinity.
13 (c) Which is the first sale of a residence that was constructed by
14 a licensed contractor.
15 (d) By a person who takes temporary possession or control of or
16 title to the property solely to facilitate the sale of the property on
17 behalf of a person who relocates to another county, state or
18 country before title to the property is transferred to a purchaser.

19 3. A purchaser of residential property may waive any of the
20 requirements of subsection 1. Any such waiver is effective only if it is
21 made in a written document that is signed by the purchaser and
22 notarized.

23 4. If a sale or intended sale of residential property is exempted from the
24 requirements of subsection 1 pursuant to paragraph (a) of subsection 2,
25 the trustee and the beneficiary of the deed of trust shall, not later than
26 at the time of the conveyance of the property to the purchaser of the
27 residential property, provide written notice to the purchaser of any
28 defects in the property of which the trustee or beneficiary, respectively,
29 is aware.
30
31

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

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

1 than 1 year after the purchaser discovers or reasonably should have
2 discovered the defect or 2 years after the conveyance of the property
3 to the purchaser, whichever occurs later.

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

8 WEBB v. SHULL 128 Nev. Ad Op 8, 270 P.3d 1266 (2012) holds that
9 mental state is not required to impose treble damages pursuant to NRS 113.150
10 (4). There is no requirement of a “finding of willfulness or mental culpability”.
11

12 DEFENDANTS KNEW THE CONDITION OF THE PROPERTY

13
14 As outlined in Plaintiff’s narrative affidavit [Exhibit 2] and the express
15 statement in response to Interrogatory 3 [Exhibit 6], Lin and Investpro were
16 more than just real estate agents selling property. Lin and Investpro were the
17 manager for the flipping fund which had recruited investor TKNR. They
18 arranged the purchase of this property in September, 2015 at a foreclosure
19 auction; purchasing at a foreclosure sale has no warranties or inspection; they
20 then identified the scope of the alternation, renovation and rehabilitation,
21 managed the renovation project from soliciting bids, to awarding bids to paying
22 contractors, and then sold the Subject Property. They were also managing the
23 property involving obtaining tenants. Every condition described in the 2nd
24 Amended Complaint was **KNOWN** to Lin and Investpro. Contrary to their
25 argument, the renovations undertaken during TKNR’s ownership were major,
26 including major electrical upgrades, remove three swamp coolers, remove
27 natural gas furnace, installation of three separate HVAC systems, two window
28 air conditioning unites, renovating all three kitchens and three bathrooms,
29 altering the natural gas lines, plugging the water lines to swamp cooler when
30
31
32

1 they were removed from the roof, and plumbing issues.

2 All Defendants clearly knew about substantial work which they chose not
3 to disclose to Plaintiff. TKNR and Wong had the work performed during their
4 ownership, by their agents Lin, Investpro and JOYCE A. NICKRANDT.¹

5 Further, Plaintiff did inspect the property on August 10, 2017, so that the
6 representation in Defendants' motion that Plaintiff never inspected the property
7 is simply false.
8

9 10 INVESTPRO REPRESENTED BUYER IN THE PURCHASE

11
12 Exhibit F is the Offer and Acceptance for the purchase of the Subject
13 Property. Pages 9 and 10 evidence that Investpro represented both the Plaintiff
14 and TKNR in the purchase transaction. Thus, Investpro not only had a fiduciary
15 duty to represent Plaintiff's interests, , NRS 645.259(1) expressly creates liability
16 for misrepresentations that are made by a seller that the broker knows is false.
17

18 NRS 645.259 - Liability of licensee for misrepresentation made by
19 client; failure of seller to make required disclosures is public record.
20

21 A licensee may not be held liable for:

22 1. A misrepresentation made by his or her client unless the
23 licensee:

24 (a) Knew the client made the misrepresentation; and

25 (b) Failed to inform the person to whom the client made the
26 misrepresentation that the statement was false.

27 2. Except as otherwise provided in this subsection, the failure of the
28 seller to make the disclosures required by NRS 113.130 and
29 113.135 if the information that would have been disclosed pursuant
30 to NRS 113.130 and 113.135 is a public record which is readily
31 available to the client. Notwithstanding the provisions of this
32

¹ JOYCE A. NICKRANDT is the licensee of Investpro.

1 subsection, a licensee is not relieved of the duties imposed by
2 paragraph (a) of subsection 1 of NRS 645.252.

3
4 Miao's declaration [Exhibit 2] identifies in detail the construction work
5 which was done by Investpro and Lin on behalf of TKNR, which construction was
6 not disclosed.

7
8 ALTERNATIVE RELIEF REQUESTED IN MOTION IS NOT SUMMARY
9 JUDGMENT
10

11 Starting on page 27 of the Motion, Defendants ask the Court to "grant
12 Summary Judgment as to the following undisputed facts", and lists 38 separate
13 factual statements and statements of law. Plaintiff disputes of these factual
14 allegations. These are all trial issues, and the legal statements are subject to
15 motion practice when settling jury instructions.
16

17
18 PLAINTIFF SHOULD BE AWARDED ATTORNEY FEES FOR HAVING TO
19 OPPOSE DEFENDANTS FRIVOLOUS AND UNTIMELY MOTION
20

21 Citing to EDCR 7.60(b)(1), Defendants' Motion is "obviously frivolous,
22 unnecessary or unwarranted." It is untimely, as set forth above. It is circuitous
23 and confusing, simply arguing that Defendants' expert's opinion justifies granting
24 summary judgment on the entire case, as if there are NO issues of material fact.
25 Discovery hasn't even been completed, so there is no justification for Defendant
26 to file the Motion. In addition to which, there are glaring factual issues SOLELY
27 BASED ON DEFENDANT'S OWN DISCOVERY RESPONSES.
28

29
30 ///

EDCR 7.60

(b) The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause:

(1) Presents to the court a motion or an opposition to a motion which is obviously frivolous, unnecessary or unwarranted.

Attorney Childs' attorney fee itemization is attached evidencing that, just associated with this Motion, Plaintiff has incurred \$5,500.00 of attorney fees based on 13.75 hours at \$400/hour, which is counsel's normal billing rate and the billing rate for representing Dattala in this lawsuit. Additionally, \$7.00 filing fees will have been incurred. The Declaration of attorney Childs is attached hereto.

CONCLUSION

As set forth above, Defendants' motion serves no purpose other than to unreasonably and vexatiously harass Plaintiff, increase its costs, and waste the Court's time.

Plaintiff is the purchaser, and was entitled to honest and complete disclosures. In this case. Investpro and Lin were the agents of the owner of the residential investment property which Plaintiff purchased from TKNR. [Exhibit 6] During the time that TKNR owned the property, significant structural, mechanical, electrical and plumbing alterations were made to the property without permits, inspections or having work performed by licensed contractors as required by law..

Plaintiff has set forth the facts as accurately as possible based on the knowledge that it has at this time.

1 The Court cannot grant summary judgment without allowing discovery to be
2 completed.

3
4 /s/ Benjamin B. Childs, Sr.

5
6

BENJAMIN B. CHILDS, Sr.
7 Nevada Bar # 3946
8 Attorney for Plaintiff

9 CERTIFICATE OF ELECTRONIC SERVICE

10
11 This OPPOSITION and COUNTERMOTION, with attachments, was served
12 through the Odyssey File and Serve system. Electronic service is in place of
13 service by mailing.

14
15 /s/ Benjamin B. Childs, Sr.

16
17

BENJAMIN B. CHILDS, Sr. ESQ.
18 NEVADA BAR # 3946

19 Exhibits

- 20 1 Order Granting Defendants' Motion to Enlarge Discovery
21 2 Clt Afft with Exhibits A - D
22 3 Sani affidavit
23 4 16.1 Disclosure 8/14/20 [includes damages calculation as required by NRCP
24 16.1 and the expert report of Amin Sani
25 5 Stipulation and Order to file 2nd Amended Complaint filed November 23,
26 2020 [the 2nd Amended Complaint was efiled and eserved the same day]
27 6 TKNR's Answers to Interrogatories [Response to #3 affirmatively states that
28 "INVESTPRO REALTY was TKNR Inc's (hereinafter" TKNR") property
29 managment company and Zhong Lin ((hereinafter"Lin") was his realto. Both
30
31
32

1 INVESTPRO REALTY and LIN had the authority to act related to the Subject
2 Property.”]

3
4 DECLARATION OF COUNSEL REGARDING LACK OF DISCOVERY AND
5 ITEMIZATION OF ATTORNEY FEES
6

7
8 I am the attorney for Plaintiff W L A B INVESTMENT, LLC

9 Discovery has not been completed and the discovery cutoff, as requested by
10 Defendants in their Motion to Extend Discovery Deadlines which was addressed at
11 a hearing on October 22, 2020 and followed by a written order filed November 4,
12 2020. A complete response to the instant motion is not possible because
13 testimony, affidavits and other admissible evidence such as responses to written
14 discovery, documents, and inspection of physical items are not possible to be
15 produced by Plaintiff until discovery has been completed. Defendants have much
16 more significant additional documentation and knowledge than they disclosed in
17 their Motion, which information and knowledge will only be obtained through
18 discovery and related discovery motions to compel, since to date the responses to
19 written by Defendants have been excessively evasive. This includes inquires
20 about the alterations to the subject property, which are at issue in the case. Thus,
21 this declaration is made pursuant to NRCP 56(f) in response to Defendants’ Motion
22 for Summary Judgment.
23

24 From my contemporaneously maintained attorney work record, I have had to
25 spend the following time addressing this matter, and reasonably anticipate an
26 additional hour a half preparing for and attending the hearing, plus additional time
27 for order drafting and submission, notice of entry of order, etc. My normal billing
28 rate, and the rate I am charging Plaintiff WLAB for representation in this is
29 \$400/hour. Total time itemized below is 13.75 hours times \$400 = \$5,500.
30
31
32

| TASK | TIME [hrs] |
|---|------------|
| December 15, 2020 | |
| Receive and review Motion for Summary Judgment | .75 |
| December 23, 2020 | |
| Office conference with client to draft Opposition | 1.00 |
| December 26, 2020 | |
| Review and revise Opposition. Office conference with client. Telcom with Sani, email Sani. | 3.50 |
| December 27, 2020 | |
| Review and revise Opposition and Countermotion | 1.50 |
| December 29, 2020 | |
| Office conference with client to complete his narrative declaration. | |
| Revise, finalize, efile and eserve Opposition and Countermotion. \$3.50 | 4.00 |
| Estimated future time : | |
| Receive and review Reply | 1.00 |
| Draft, revise, finalize, efile and eserve reply to opposition to countermotions | |
| Prepare for and attend hearing | 1.50 |
| Order submission [draft order submitted with motion] | .30 |
| Prepare, efile, eserve Notice of Entry of Order [\$3.50] | .20 |

ANALYSIS OF BRUNZELL FACTORS

(1) The qualities of the advocate: his ability, his training, education, experience, professional standing and skill.

I have been a Nevada attorney for 30 years, being a solo, self employed attorney the entire time. This is generally accepted as the most challenging practice for attorneys. The ability and skill has been required, and will be required, in this case to address DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

1 filed December 15, 2020, which is obviously frivolous, unnecessary or
2 unwarranted.

3 (2) The character of the work to be done: its difficulty, its intricacy, its importance,
4 time and skill required, the responsibility imposed and the prominence and
5 character of the parties where they affect the importance of the litigation.
6

7 This affidavit is solely for motion practice set forth above. It is very time
8 consuming to deal with these issues and made more time consuming by the
9 imprecise and vague nature of the Motion, and the multiple procedural violations
10 noted in the Opposition..

11 (3) The work actually performed by the lawyer: the skill, time and attention given to
12 the work.

13 The amount of work I've already done has been itemized above taken
14 directly from my contemporaneous work record.

15 (4) The result: whether the attorney was successful and what benefits were
16 derived.

17 The motion is to be decided, but it obviously had to be filed to protect
18 Plaintiff's rights, both procedurally in the case and its property rights.

19 These statements are made based on my personal knowledge. I declare
20 under penalty of perjury that the foregoing is true and correct.
21

22
23 Executed on December 28, 2020
24 (date)

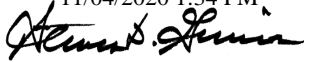
/s/ Benjamin B. Childs, Sr.
(signature)

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1


CLERK OF THE COURT

1 NIKITA R. BURDICK ESQ. (NSB 13384)
2 **BURDICK LAW PLLC**
3 6625 S. Valley View Blvd. Suite 232
4 Las Vegas, Nevada 89118
5 Telephone: (702) 481-9207
6 Nburdick@Burdicklawnv.com
7 Attorney for Defendants

8 **IN THE EIGHTH JUDICIAL DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 W L A B INVESTMENT, LLC,

Case No.: A-18-785917-C
Dept. No.: 14

11 Plaintiff,

12 vs.

13 **ORDER GRANTING DEFENDANTS'**
14 **MOTION TO ENLARGE DISCOVERY**
15 **(FIRST REQUEST) ON AN ORDER**
16 **SHORTENING TIME**

17 TKNR INC., a California Corporation, and
18 CHI ON WONG aka CHI KUEN WONG, an
19 individual, and KENNY ZHONG LIN, aka
20 KEN ZHONG LIN aka KENNETH ZHONG
21 LIN aka WHONG K. LIN aka CHONG
22 KENNY LIN aka ZHONG LIN, an
23 individual, and LIWE HELEN CHEN aka
24 HELEN CHEN, an individual and YAN QIU
25 ZHANG, an individual, and INVESTPRO
26 LLC dba INVESTPRO REALTY, a Nevada
27 Limited Liability Company, and MAN
28 CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,
Defendants.

Date of Hearing: October 22, 2020
Time of Hearing: 9:30 a.m.

20 This matter being set for hearing before the Honorable Court on
21 October 22, 2020 at 9:30 a.m., on Defendants' TKNR INC., CHI ON WONG aka CHI KUEN
22 WONG, KENNY ZHONG LIN, aka KEN ZHONG LIN aka KENNETH ZHONG LIN aka
23 WHONG K. LIN aka CHONG KENNY LIN aka ZHONG LIN, LIWE HELEN CHEN aka
24 HELEN CHEN, YAN QIU ZHANG, INVESTPRO LLC dba INVESTPRO REALTY, MAN
25 CHAU CHENG, JOYCE A. NICKRANDT, INVESTPRO INVESTMENTS LLC, and
26 INVESTPRO MANAGER LLC, (collectively, the "Defendant"), Motion to Enlarge Discovery
27 (First Request) ("Motion") on an Order Shortening Time, by and through their attorney of
28 record, BURDICK LAW PLLC. Plaintiff W L A B INVESTMENT, LLC appeared on and

1 through its counsel of record, Benjamin B. Childs, Esq. New counsel for Defendants, MICHAEL
2 B. LEE, P.C., also appeared, and made the argument for Defendants, specifying that he would file
3 a substitution of counsel for Defendants today.

4 Upon review of the pleadings, argument of counsel and for good cause shown, this
5 Honorable Court Grants the Motion as follows:

6 1. There is an "inherent power of the judiciary to economically and fairly manage
7 litigation." *Borger v. Eighth Judicial Dist. Court*, 120 Nev. 1021, 1029 (2004). NRCP 16(b)(4)
8 provides that a scheduling order for trial may be modified by the court for good cause.

9 2. Further, EDCR 2.35(a) allows requests to extend discovery if in writing and
10 supported by a showing of good cause for the extension and be filed no later than 21 days before
11 the discovery cut-off date or any extension thereof. A request made beyond the period specified
12 above shall not be granted unless the moving party, attorney or other person demonstrates that
13 the failure to act was the result of excusable neglect.

14 3. Defendants bring the instant motion due to their failure to make initial expert
15 disclosures by the October 15, 2020, deadline. Pursuant to the scheduling order entered on June
16 26, 2020, the discovery cut-off date is October 30, 2020. Defendants filed their Motion on
17 October 15, 2020, which was not more than 21 days before the discovery cut-off date. Here, the
18 Court finds that Defendants' failure to seek an extension of the discovery deadline in a timely
19 manner was the result of excusable neglect. Moreover, Defendant demonstrated good cause
20 warranting this Court to extend discovery, namely that due at least in part the current COVID-19
21 pandemic, the parties have not conducted any depositions. Additionally, Defendants failed to
22 designate a rebuttal expert due to excusable neglect.

23 4. Based on the foregoing, the Court GRANTS Defendant's Motion.

24 **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED** that the Motion is
25 GRANTED. For good cause shown, the discovery deadlines in this matter shall be enlarged as
26 follows:

27 ////

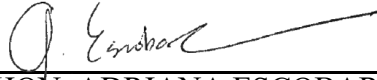
28 ////

| Discovery Deadline | Date |
|---|----------------------|
| Close of Discovery | March 2, 2021 |
| Last Day to File Motion to Amend Pleadings or Add Parties | December 14, 2020 |
| Initial Expert Disclosures due | November 30, 2020 |
| Rebuttal Expert Disclosures due | December 4, 2020 |
| Deadline to file Dispositive Motions | January 25, 2021 |
| Deadline to file Motions in Limine | 45 Days before trial |

Additionally, the Calendar Call will be reset to April 1, 2021, and the trial stack will be moved to the April 19, 2021.

Dated this 9 day of February, 2020.

Dated this 4th day of November, 2020


HON. ADRIANA ESCOBAR
District Court Judge, Department

10A 8EB 17C7 9E00
Adriana Escobar
District Court Judge

Date: October 26, 2020.

Respectfully Submitted By:

BURDICK LAW PLLC

/s/ Nikita Burdick
NIKITA R. BURDICK ESQ. (NSB 13384)
6625 S. Valley View Blvd. Suite 232
Las Vegas, Nevada 89118
Telephone: (702) 481-9207
Nburdick@Burdicklawnv.com
Attorney for Defendants

Approved of as to Form and Content By:

MICHAEL B. LEE, P.C.

/s/ Michael Lee
MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
1820 E. Sahara Avenue, Suite 110
Las Vegas, Nevada 89104
Telephone: (702) 477.7030
Facsimile: (702) 477.0096
mike@mblnv.com
Attorneys for Defendants

Date: October 29, 2020.

Approved of as to Form and Content By:

/s/ Benjamin Childs
BENJAMIN B. CHILDS, ESQ. (NSB 3946)
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Las Vegas, Nevada 89101
Tel - (702) 251.0000
Fax - 702.385.1847
ben@benchilds.com
Attorney for Plaintiff

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

DECLARATION OF FRANK MIAO IN SUPPORT OF OPPOSITION TO
DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, AND
COUNTERMOTIONS

I am the manager of W L A B INVESTMENT, LLC [WLAB] and I was involved in the purchase of the Subject Property at 2132 Houston Dr Las Vegas, NV, which is a tri-plex residential rental apartment building. All three rental units are in one building and they are identified as units A, B and C and are under one roof..

I found the property listed on Zillow. Because the Subject Property is a rental property, the landlord and property manager have to provide and maintain a safe, healthy and habitable condition for the tenant. When I inspected on August 10, 2017 Unit A was occupied, but Units B C were on the market for rent. Kenny Lin [Lin] showed me the Subject Property representing that he was the listing agent and that he was also the CEO of Investpro. Later, WLAB hired Lin as the buyer's agent for this transaction. At that time, he told me that Investpro was the property manager for the Subject Property. Later, I found out that Lin is also the manager for the flipping fund which had recruited investors, had purchased this Subject Property, had identified the scope of the renovation, managed the renovation project from soliciting bids, to awarding bids to paying contractors, and was now selling the Subject Property under his supervision and authority. Attached is the promotional website evidencing this fact [Exhibit 2A hereto], plus the vesting deed when the Subject Property was purchased in September, 2015 had the address for TKNR as 3553 S. Valley View Blvd Las Vegas, NV 89103, which is Investpro's address. [Exhibit 2B hereto]

Investpro was the property manager and the remodeler of the Subject Property. Investpro is also the flipping fund manager; they do the property management, they are directly involved in the renovation, and they are the real estate broker. Investpro makes a 25% profit on each project they renovate and flip, plus the sales commissions to Investpro; the investor makes a 75% profit. Investpro is much more involved than just the normal broker. In addition to selling the property, Investpro finds investors, buys the property from auction, manages the property, identifies the scope of renovation, and manages the renovation project from soliciting bids to awarding bids to paying contractors, along with obtaining the tenants and managing rentals.

In line with it's formula, Investpro bought the Subject Property at a foreclosure auction for \$95,100 [Exhibit 2B hereto] and found TKNR as the investor. The receipts for the heatpump package unit installation and replacement projects are to Investpro [Exhibit J to the Motion], and Investpro managed the renovation, admittedly without using licensed electrical, plumbing and HVAC contractors or having required permits. A licensed electrical contractor and a electrical permit would have required an upgrade of the electrical supply system; note that heatpump system uses 220 volt system but the swamp

cooler only needs a 110 volt system. A licensed plumbing contractor and a plumbing permit would have required to remove the water line for the swamp cooler and the natural gas line after the natural gas wall furnace was removed. The HVAC or mechanical permit would have been required to install the heatpump package units and do the load calculations such as weight and wind load for structural evaluation. Specific to the heating and cooling upgrades, when Investpro bought at a bank auction in September, 2015, the Subject Property originally had cooling by swamp coolers and heating by natural gas wall furnaces.

In early March, 2016 Investpro installed one 5 ton heatpump package unit, which does both heating and cooling, on one roof area, but they did not apply for a permit to upgrade the electrical system and there was correspondingly no inspection of the electrical system. [See Exhibit J] As part of this process, they dismantled the old natural gas wall furnaces and disconnected the natural supply gas lines, without a permit or inspection or work by a licensed contractor, and then covered with drywall, texture and paint. When the 5 ton heatpump package unit was installed on the roof, apparently they did not do a weight load and a wind load calculation for the roof structure evaluation. Investpro also added larger electrical lines in the ceiling to serve the 5 ton heatpump package unit, without a permit or an inspection done by a licensed electrical contractor. Plus, new air ducts were installed on the roof without permit or inspection. This ducting required being anchored to the roof, which caused new roof leakages. In early 2017, the 5 ton heatpump package unit was too heavy and unstable and caused a lot of noise. The tenant in unit A, Nicholas Quiroz, complained and threatened to call code enforcement. So Investpro installed new two window air conditioning units in Unit A [not by a professional, also without a permit or inspection] and removed the 5 ton one year old heatpump package unit and then installed two new 2 ton heatpump package units on the roof, installed by Air Team, also without a permit or inspection and ran new electrical lines without a permit or an inspection. They opened new big holes in roof when they installed the two new 2 ton units, but again there was no calculation about the weight and wind load calculations and the roof structural evaluation. When they installed the two new 2 ton units there were multiple new roof penetrations for the new air ducts and anchors, which also have resulted in roof leaks. These are the 2 receipts for the repairs attached as Exhibit J to Defendants' motion. All these HVAC modifications required an upgrade to electrical system, with a permit and inspection. So all 3 units had air conditioning installed with no permit or inspection of the electrical systems. Plus, the natural gas pipes were removed without a permit or inspection. I only found out about the work from receipts in Exhibit J after Plaintiff filed the lawsuit.

In 2018 I went in person to the City of Las Vegas and filled out a form to request a search for building permits, The search revealed that there were no permits for Investpro's work on any renovation project, including the plumbing,

HVAC, structural or the electrical systems. I had to pay for the search and wait several weeks to get the results, at that time at time it was not available online.

During my inspection on August 10, 2017, I pointed out several code violations to Defendant Lin such as the smoke alarms were not installed at the right location and some were missing, the outlets near the water faucets in the kitchen, bathroom and laundry room were not GFCI outlets which is required by the UBC electrical code, the CO alarm was missing or not in right location, there was a window broken in one unit, drywall was not complete around the window air conditioning unit installed in Unit A, there were electrical wires exposed and the ceramic floor tiles were cracked, etc. [Exhibit 2C hereto, emails dated August 17, August 18 and August 24, 2017] These problems would not pass a city code enforcement inspection. In fact, I told Defendant Lin that if tenant called code enforcement at this, the rental unit could be shut down by City Code Enforcement until repaired and corrected. Before WLAB bought the property, WLAB insisted that the code violations that had been identified were repaired and corrected; although they resisted, Investpro did repair part of the code violations that were identified. Investpro had rented to the tenants without meeting the minimum code standards for habitability. WLAB had to spend a lot of money to bring up the Subject Property to code and correct the code violations after the old tenants moved out.

In normal transactions involving residential rental building, the buyer only inspects the common spaces because units occupied. The burden is on seller because of warranty of habitability and safety issues which are ongoing. This is also why rental properties have to use licensed contractors for all work and pull permits and get inspections to do work like was done to the Subject Property. This is a safety issue for the tenant and to protect the general public.

Note that the electrical issues are in unit A of the Subject Property, but Exhibit J attached to Defendants' Motion are invoices for units B & C, including the old 5 ton heatpump unit which they removed in June, 2017 and replaced with the two 2 ton units as I described above. Thus, this does not address the issues raised in WLAB's 2nd Amended Complaint.

As to the waiver of inspection dated September 5, 2017, inspection was waived at that time because I had just inspected it on August 10, 2017. At the August 10, 2017 inspection, I could not inspect the dryer vents into the ceiling without destructing the ceiling drywall. WLAB did not waive the inspection; an inspection was conducted on August 10, 2017 with myself and Defendant Lin. The complaints outlined in the 2nd Amended Complaint were hidden behind drywall.

I note that the Seller's Real Property Disclosure Form [SRPDF] had nothing about the following :

- * Removal of natural gas wall furnace, which occurred with no permit or inspection and was not performed by an active, licensed

- contractor as required by law.
- * Removal of natural gas supply line, which occurred with no permit or inspection and was not performed by active, licensed contractor as required by law.
- * Upgraded electrical system to add additional lines and new power supply with no permit or inspection and not performed by an active, licensed contractor as required by law.
- * Disclosure says there's a problem with cooling, but provides no details about the history or what the problem was.
- * Disclosure says there's a problem with heating and there are no details about the history of the heating system or what the problem was.
- * The two marks about repairs made without permits, but there is no explanation.

Unit A still has no central heat, but uses portable electrical heaters because the related supply gas line was removed.

The renovations by Investpro were not MINOR renovations as argued in their Motion and as Defendant Lin states under oath. These are major rehabilitation projects. All three bathrooms and all three kitchens were completely redone without a permit or inspection and these renovations were not performed by licensed contract as required by law. The roof had holes opened. Old swamp coolers and some natural gas furnaces were removed and then hidden by drywall and painted by unlicensed people. The HVAC system on the roof was replaced twice, plus plumbing, tile, electrical modifications. This work is required to be performed by licensed contractors and requires a permit and inspection as set forth in the attached flyers [Exhibit 2E] and in Mr. Sani's declaration

I did inspect this Subject Property on August 10, 2017 and SRPDF was dated August 2, 2017. [Exhibit C to the Motion] I only performed a non-invasive and non-destructive inspection.

I began investigations in earnest in early July, 2018, after WLAB had bought it, while Investpro was still the property manager and the tenant notified me of an electrical problem in Unit A. The tenant in Unit A had complained to Investpro and Investpro didn't solve the problem, which was that fuses kept being burned; at least six times. So I had to hire an electrician to trace the property, Penny Electric. Penny Electric spent hours tracing the problem and finally found that Investpro had put two circuits into one fuse when they installed the air conditioning unit in the wall in Unit A. Investpro did this without a licensed contractor or a permit or an inspection. WLAB had to install a 100 amp panel for Unit A, which was twice what was there previously and the previous panel used fuses instead of breakers.

Due to roof structure being damaged, every time it rains the roof leaks. The rains in January, 2019 revealed that both bathroom vents were not vented

outside, but just into the ceiling attic, which is a violation of the building code. These violations were also hidden behind drywall and could not have been identified without invasive investigation.

As recently as this morning I took off a piece of wood paneling in Unit C, which paneling was there when WLAB bought the property and was obviously put there during the time that TKNR and it's agents renovated the property. There is a huge crack in the exterior wall behind the wood paneling. [Exhibit 2F]

I have NEVER made a demand for \$10,000 to settle this case and I will not discuss settlement discussions. I haven't even communicated with any Defendant in any manner since August, 2018, other than through my attorney.

It's impossible that Defendants, at least the ones involved in the sale which are Defendants TKNR, Wong, Investpro, Investpro Manager LLC, Nickrandt, Lin and Chen did not know about the renovations since they are the ones who did it.

In 2017 at the Investpro Christmas party Lin was soliciting me to invest in his Flipping Fund. He told me he was making so much money from going to auctions, buying property and fixing them up, and then selling them and he wanted me to invest in his Flipping Fund. He introduced several investors to me and had them tell me how they were making money investing in the Flipping Fund.

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

Executed on 12/29/2020
(date)

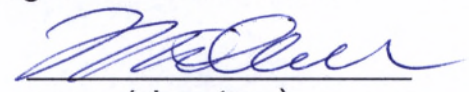

(signature)

EXHIBIT 2A

Flipping Fund Iv - InvestPro Realty

[Statement]



FLIPPING FUND
INVESTPRO INVESTMENTS I LLC
PRESENT BY INVESTPRO MANAGER LLC



KENNY LIN
Phone: +1 (702) 726-0000
Email: zhong.kenny@gmail.com
中国境内 95013515588 x 88855
联系电话



恆興地產



1. 周期: 1-3 年。
2. 投资门槛: 最少\$5万, 每股\$1000。
2. 用途: 在拉斯维加斯短炒住宅。
3. 回报: 每年先付8%的红利, 按季度付, 然后在所有本金收回后, 纯利润的75%给投资人, 25%给管理公司。
5. 退出: 头12 个月不可退出, 过后可以自行买卖或由公司买回。

截止日期: 2015年12月31日

1. TERM : 1-3 YEARS
2. MINIMUM UNITS: \$50,000 MINIMUM, \$ 1000 PER UNIT.
3. USE OF FUND: FLIPPING RESIDENTIAL PROPERTIES IN LAS VEGAS.
4. RETURNS: 8 % PREFERRED PER ANNUL PAYS EVERY QUARTER, THEN AFTER ALL MONEY RETURNED TO INVESTORS, THE NET PROCEED SPLIT 75% TO INVESTORS AND 25 % TO MANAGER LLC.
5. WITHDRAW: NO WITHDRAW WITHIN 1ST 12 MONTH , AFTER THAT YOU CAN RESALE YOUR SHARE OR COMPANY WILL BUY IT BACK.

CLOSE OUT DATE: DEC. 31,2015



WHAT's FLIPPING FUND?

所谓 | 短炒基金

FLIPPING FUND IS ESTABLISHED BY INVESTPRO INVESTMENTS FOUNDATION. THE FUND WILL BE INVESTED ON PURCHASING VALUE INCREASING REAL ESTATES IN LAS VEGAS. ONCE REACHED THE TERM, THE PROPERTY WILL BE SOLD OUT. PROFITS WILL BE PUT BACK INTO THE FUND FOR INVESTING ANOTHER PROPERTY.

「短炒基金」是由恒

兴投资基金建立的一个投资资金池，用于在拉斯维加斯买入预期升值的房产项目。短期获利后，迅速抛售套现离场，所获利资金再次用于投资其他相似房产项目，以此循环获利。

InvestPro Investment Foundation | 3553 S Valley View Blvd, Las Vegas, NV 89103 | P: +1 (702) 997-3832 | F: +1 (702) 997-3836 | www.investprorealty.net



04

案例分析
SUCCESSFUL PROJECTS

06

已运作项目
PROJECT LIST

09

短炒周期
FLIPPING TERM

10

资金分配
INVESTMENTS & EXPENSES

11

投资回报
PRO FORMA

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案例分析 SUCCESSFUL PROJECTS

4320 NOLAN LN

LAS VEGAS NV

03/02
2015

102天/DAY

06/12
2015

增值
INCREASE
IN VALUE
\$55,500.00

HOW LONG's THE FLIPPING TERM? 多久 | 短炒周期

134 DAY. WE SET THE FLIPPING TERM AS 130 DAYS. IT IS A ESTIMATED NUMBER BASED ON THE PROPERTIES WE ARE OPERATING NOW. WE AVERAGE THE TERM BETWEEN PURCHASE AND SOLD, THEN PLUS 15 ACQUISITION DAYS. THEREFORE IN 365 DAYS, ALL OF FUNDS WILL BE FLIPPED FOR 2.72 TIMES

「134天」我们将短炒

周期设定为134天，这是以我们目前已运作房产项目，从买入至卖出所用天数的平均值（119天）加上购置周期（15天），所得出的一个平均短炒周期数。若全年以365天计，资金将用于短炒2.72次/年

年盈利率

| PROFIT PER FLIP 每次利润 | FLIPS PER YEAR 年短炒次数 | | |
|-------------------------|-------------------------|---|---------|
| 8.71 % | 2.72 | = | 23.69 % |

COMPOUND RATE

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投资回报率

PRO FORMA

| MINIMUM PLAN | | | | | | |
|--------------------|-------|------|------|--------|--------|-------|
| 项目启动门槛 | | | | | | |
| \$1,000,000 | | | | | | |
| | 可投入金额 | 年盈利率 | 资金成长 | 年固定回报额 | 基金管理年费 | 总剩余资本 |



相关政策

TERMS & CONDITIONS

1. 周期: 1-3 年。
2. 投资门槛: 最少\$5万, 每股\$1000。
2. 用途: 在拉斯维加斯短炒住宅。
3. 回报: 每年先付8%的红利, 按季度付, 然后在所有本金收回后, 纯利润的75%给投资人, 25%给管理公司。
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CLOSE OUT DATE: DEC. 31,2015

(<http://investprorealty.net/wp/wp-content/uploads/2015/12/13.jpg>)



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联系我们



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Phone: +1 (702) 726-0000
Email: zhong.kenny@gmail.com
中国境内
联系电话 95013515588 x 88855



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December, 2016 Residential Hot Spot Report
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在美国留学, 这7条红线千万不能碰!
(<http://investprorealty.net/%e5%9c%a8%e7%be%8e%e5%9b%bd%e7%95%99%e5%ad%a6-%e8%bf%997%e6%9d%a1%e7%ba%a2%e7%ba%bf%e5%8d%83%e4%b8%87%e4%b8%8d%e8%83%bd%e7%a2%b0/>)

在美国买房宜早规划财务, 这三种买家尤其要注意!
(<http://investprorealty.net/%e5%9c%a8%e7%be%8e%e5%9b%bd%e4%b9%b0%e6%88%bf%e5%ae%9c%e6%97%a9%e8%a7%84%e5%88%92%e8%b4%a2%e5%8a%a1%ef%bc%8c%e8%bf%99%e4%b8%89%e7%a7%8d%e4%b9%b0%e5%ae%b6%e5%b0%a4%e5%85%b6%e8%a6%81%e6%b3%a8%e6%84%8f-2/>)

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WordPress.org (<https://en-ca.wordpress.org/>)

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[DISCLAIMER \(/disclaimer/\)](#)

InvestPro Realty
3553 S Valley View Blvd
Las Vegas NV 89103

Las Vegas Website Design (<https://websitecenter.com/design/>) and Hosting (<https://websitecenter.com/hosting/>) By WebsiteCenter.com
(<https://www.websitecenter.com>)

Office phone: 702-997-3832
Fax: 702-997-3836
Fax: 866-782-3075
Email: info@investprorealty.net
Hours: Mon – Fri 9:00 AM – 6: 00PM
Closed Saturday & Sunday

EXHIBIT 2B

EXHIBIT 2B

3-1

APN 162-01-110-017

RECORDING REQUESTED BY:

WHEN RECORDED MAIL DEED
AND TAX STATEMENT TO:

TKNR INC
3553 South Valley View Boulevard
Las Vegas, NV 89105

Inst #: 20151009-0003684

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$487.05 Ex: #

10/09/2015 03:16:52 PM

Receipt #: 2577116

Requestor:

INVESTPRO REALTY

Recorded By: RYUD Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Trustee Sale No.
NV08000214-15-1

Title Order No. 97104860

TRUSTEE'S DEED UPON SALE

The undersigned Grantor declares:

- 1) The Grantee herein was not the foreclosing Beneficiary.
- 2) The amount of the unpaid debt together with costs was:
- 3) The amount paid by the Grantee at the Trustee sale was:
- 4) The documentary transfer tax is:
- 5) Said property is in the city of: LAS VEGAS

\$291,608.90

\$95,100.00

\$ 487.05

and **MTC Financial Inc. dba Trustee Corps**, herein called "Trustee", as Trustee (or as Successor Trustee) of the Deed of Trust hereinafter described, hereby grants and conveys, but without covenant or warranty, express or implied, to **TKNR INC**, herein called "Grantee", the real property in the County of Clark, State of Nevada, described as follows:

LOT 9 IN BLOCK 4 OF JUBILEE TRACT, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 4 OF PLATS, PAGE 28 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

This deed is made pursuant to the authority and powers given to Trustee (or to Successor Trustee) by law and by that certain Deed of Trust dated April 4, 2008, made to CECILIA HERNANDEZ, AN UNMARRIED WOMAN, AND FILOMENA HERNANDEZ AND PEDRO JIMENEZ, WIFE AND HUSBAND, ALL AS JOINT TENANTS and recorded on April 14, 2008, as Instrument No. 20080414-0001532, of official records in the Office of the Recorder of Clark County, Nevada, Trustee (or Successor Trustee) having complied with all applicable statutory provisions and having performed all of his duties under the said Deed of Trust.

All requirements of law and of said Deed of Trust relating to this sale and to notice thereof having been complied with. Pursuant to the Notice of Trustee's Sale, the above described property was sold by Trustee (or Successor Trustee) at public auction on **September 25, 2015** at the place specified in said Notice, to Grantee who was the

highest bidder therefore, for **\$95,100.00** cash, in lawful money of the United States, which has been paid.

Dated: 9/30/15

TRUSTEE CORP8



By: Miguel Ochoa, Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

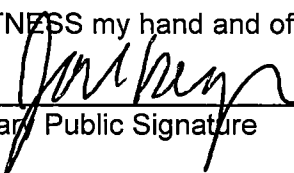
State of CALIFORNIA
County of ORANGE

Jared Degener

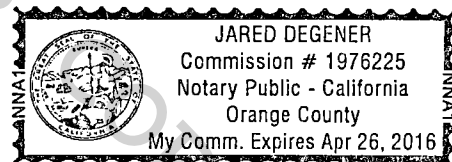
On 9-30-15 before me, _____, a notary public personally appeared MIGUEL OCHOA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature



**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a. 162-01-110-017

b.

c.

d.

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property

\$ 95,100.00

b. Deed in Lieu of Foreclosure Only (value of property)

()

c. Transfer Tax Value:

\$ 95,100.00

d. Real Property Transfer Tax Due

\$ 487.05

4. **If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

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

Signature



Capacity

:

Grantor

Signature

Capacity

:

Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

 Brenda Unruh, Docs Processor
 c/o MTC Financial Inc., dba Trustee

Print Name: Corps

Address: 17100 Gillette Avenue

City: Irvine

State: CA

Zip: 92614

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: TKNR INC

Address: 3553 South Valley View Boulevard

City: Las Vegas

State: NV

Zip: 89105

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 2C

EXHIBIT 2C

14:01



2132 Houston Dr



Helen Chen

to Me



8/17/2017, 5:10 PM

Hi Frank and Marie,
I have send you the disclosures documents for
your signature, it is e-sign, please check.

For the items you requested for repairs, seller
just respond and seller will agree to repair the
following items:
Broken window glass;
Repair and refinish the inside drywall around the
AC;
Repair or replace the broken thermostat;
Plus \$300 credit to buyer for any other repairs.

Sincerely,



Helen Chen

Cell: 702-970-7777

Office: 702-997-3832

14:03



回复: 2132 Houston Dr



Me

to helen0510c@gmail.com



8/18/2017, 7:32 AM

hi helen

i did not receive disclosual document yet. please resend.

seller must change kictchen and bath room outlet to GFI outlets and install CO alarm in the house. it is law requirements. we may not get loan if not installed. if seller can not do that, please provide additional 1000usd credit so we will install before closing.

frank.

[发自 Android 版 Yahoo 邮箱](#)

2017 年 8 月 17 日周四下午 5:10, Helen Chen
<helen0510c@gmail.com> 写道:

Show more

0730



And please note per contract your due diligence will be end by 8/25/17, if you decide do not want to move forward please make

EXHIBIT D

EXHIBIT D

EXHIBIT 2E

EXHIBIT 2E

Residential Fly...

Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Building Permits

www.ClarkCountyNV.gov/building

CLARK COUNTY

Permit Application Center
4701 W. Russell Road
Las Vegas, NV 89118

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029

OVERTON

Clark County Community Center
320 N. Moapa Valley Blvd.
Overton, NV 89040

Thinking about replacing your water heater or converting your garage into an office? Before you open your tool box, ask yourself one simple question: "Got Permits?" Even small home improvement projects may require a building permit. Faulty installations can cause fires, flood damage and other hazards, and also force you to make costly repairs when you sell your home. Permits - and the inspections that come with them - protect your family's safety and the value of your property by ensuring the work meets adopted building codes.

What is a building permit?

A building permit gives you legal permission to start construction of a building project in accordance with approved drawings and specifications. Building permits are required for construction work performed on any portion of a home's structural features, including the roof, frame, walls and foundation. Separate permits may be required for electrical, plumbing and mechanical work related to your project.

What types of home improvement projects

DO require building permits?

If your project involves new construction work or demolition of existing construction, you probably need a building permit. Common projects requiring building permits include:

- Attic, garage and basement conversions.
- Room additions, patio covers, sun rooms, carports and garages.

- Playhouses and sheds if the floor area is 120 square feet or more, or plumbing, mechanical or electrical features are included.
- Cutting new windows or doors, or widening existing openings.
- Removing or adding walls.
- Roofing when the roof load is increased.

What types of home improvement projects

DON'T require building permits?

- Painting and wall papering.
- Replacing or repairing floor coverings, cabinets, moldings and counter tops.
- Replacing stucco or drywall if the area replaced does not exceed 30 square feet.
- Replacing existing doors or windows if the openings aren't widened and/or are not part of a fire-rated wall.



Clark County Building Department

If I plan to do the construction work myself on my home, do I still need a building permit?

Yes. And you must own and occupy the home where you plan to do the work. Work on a home that's being leased or rented must be done by a licensed contractor.

application and any required plans for

The Building Department has several standard building designs available on our website to help in permitting common home improvement projects.





Residential Mechanical Permits

www.AccessClarkCounty.com

CLARK COUNTY
Permit Application Center
4701 W. Russell Road
Las Vegas, NV 89118
Mon. - Fri, 7 a.m. - 5 p.m.
(702) 455-8010

LAUGHLIN
Regional Government Center
101 Civic Way
Laughlin, NV 89029
Mon. - Fri, 6:30 a.m. - 3:30 p.m.
(702) 298-2436

OVERTON
Clark County Community Center
320 N. Moapa Valley Blvd.
Overton, NV 89040
Mon. - Fri, 7 a.m. - 4 p.m.
(702) 397-8087

Thinking about replacing your water heater or converting part of your garage into an office? Before you open your tool box, ask yourself one simple question: "Got Permits?" Clark County's Department of Development Services can help. Even small home improvement projects may require a building permit. Faulty installations can cause fires, flood damage and other hazards, and also force you to make costly repairs when you sell your home. Permits - and the inspections that come with them - protect your family's safety and the value of your property by ensuring the work meets adopted building codes.

What is a mechanical permit?

Mechanical permits refer to construction work performed on any portion of a home's heating, cooling or exhaust systems. Separate permits may be required for building, electrical, and plumbing work involved with your project.

When can work start?

Work can begin after your permit is issued and you receive your approved plans for the project.

What types of home improvement projects

DO require a mechanical permit?

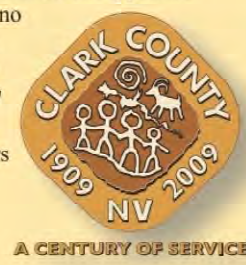
- Installing or Changing Any Part of a Heating or Cooling System
- Installing, Altering or Repairing Gas Piping Between the Meter and an Appliance

- Installing Bath Fans, Dryer Exhausts, Kitchen Range Exhausts and Other Mechanical Equipment

What types of home improvement projects

DON'T require mechanical permits?

- Using Portable Heaters, Ventilating Equipment, Cooling Units, and Evaporative Coolers
- Replacing Any Component of an Appliance Assembly (As long as no alteration occurs to its original installation or Development Services' original approval.)
- Replacing Compressors of the Same Rating



Clark County Development Services Department

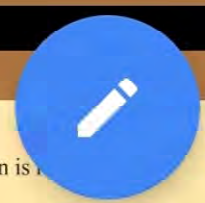
Clark County Development Services Department

If I plan to do the work myself on my home's mechanical system, do I still need a permit?

Yes. To obtain a mechanical permit as an owner/builder, you must own and occupy the home

outside on a cement slab, a site plan is showing the location of the slab.

If your project involves the addition of square footage



← Plumbing Flye... 🔍 🏠 ⋮

Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Plumbing Permits

www.AccessClarkCounty.com

CLARK COUNTY

Permit Application Center
4701 W. Russell Road
Las Vegas, NV 89118
Mon. - Fri, 7 a.m. - 5 p.m.
(702) 455-8010

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029
Mon. - Fri, 6:30 a.m. - 3:30 p.m.
(702) 298-2436

OVERTON

Clark County Community Center
320 N. Moapa Valley Blvd.
Overton, NV 89040
Mon. - Fri, 7 a.m. - 4 p.m.
(702) 397-8087

Thinking about replacing your water heater or converting part of your garage into an office? Before you open your tool box, ask yourself one simple question: "Got Permits?" Clark County's Department of Development Services can help. Even small home improvement projects may require a building permit. Faulty installations can cause fires, flood damage and other hazards, and also force you to make costly repairs when you sell your home. Permits - and the inspections that come with them - protect your family's safety and the value of your property by ensuring the work meets adopted building codes.

What is a plumbing permit?

Plumbing permits refer to construction work performed on a home's plumbing system. Separate permits may be required for building, electrical and mechanical work related to your project.

What types of home improvement projects

DO require plumbing permits?

- Installing or Relocating Water Heaters or Water Softeners (*Permits now available online.*)
- Replacing Any Parts of Concealed Drains, Waste or Vent Pipes to Stop Leaks
- Relocating or Altering Plumbing in Existing Homes, Including Installation of New Sewers, Water Service or Gas Piping
- Gas Lines for Barbeques and Other Outdoor Appliances
- Replacing Bathtubs With Spas

What types of home improvement projects

DON'T require a plumbing permit?

- Replacing Similar Plumbing Fixtures in the Same Location (Provided valves and traps are not replaced or rearranged.)
- Clearing Stoppages or Repairing Leaks in Pipes, Valves or Fixtures (Provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.)

When can work start?

Work can begin after your permit is issued. Emergency water heater installations are allowed. In such cases, you must apply for a plumbing permit the next available business day.



A CENTURY OF SERVICE

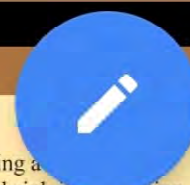
Clark County Development Services Department

Clark County Development Services Department

If I plan to do plumbing work myself on my home, do I still need a plumbing permit?

Yes. To obtain a plumbing permit as an owner/builder, you must own and occupy the home where you plan to

plumbing fixtures, such as converting a bathroom or installing an additional sink in an existing bathroom.



Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Electrical Permits

www.AccessClarkCounty.com

CLARK COUNTY

Permit Application Center
4701 W. Russell Road
Las Vegas, NV 89118
Mon. - Fri, 7 a.m. - 5 p.m.
(702) 455-8010

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029
Mon. - Fri, 6:30 a.m. - 3:30 p.m.
(702) 298-2436

OVERTON

Clark County Community Center
320 N. Moapa Valley Blvd.
Overton, NV 89040
Mon. - Fri, 7 a.m. - 4 p.m.
(702) 397-8087

Thinking about replacing your water heater or converting part of your garage into an office? Before you open your tool box, ask yourself one simple question: "Got Permits?" Clark County's Department of Development Services can help. Even small home improvement projects may require a building permit. Faulty installations can cause fires, flood damage and other hazards, and also force you to make costly repairs when you sell your home. Permits - and the inspections that come with them - protect your family's safety and the value of your property by ensuring the work meets adopted building codes.

What is an electrical permit?

Electrical permits refer to construction work performed on a home's electrical system. In addition to an electrical permit, separate permits may be required for building, plumbing and mechanical work related to your project.

What types of home improvement projects

DO require an electrical permit?

- Installation or Alteration of Any Permanent Wiring or Electrical Device
- Additional Wiring to Install Indoor or Outdoor Outlets, Light Fixtures or Fans
- Installation of Receptacles for Garage Door Openers or Conversion From Fuse Box to Circuit Breakers
- Electricity for a Spa

What types of home improvement projects

DON'T require electrical permits?

- Replacing Existing Light Fixtures or Fans
- Repairing or Replacing Switches, Contactors or Control Devices
- Replacing Existing Electrical Installations With Installations of Same Type and Rating in Same Location
- Using Portable Motors or Appliances in Approved Outlets (Some portable heating or heating-cooling units may require an electrical permit if they provide minimum heating.)
- Temporary Decorative Lighting (such as holiday lighting)
- Installation of Low-Voltage (50 volts or less) Security Systems, Audio Speakers and Similar Home Systems



Clark County Development Services Department

Clark County Development Services Department

If I plan to do electrical work myself on my home, do I still need an electrical permit?

Yes. To obtain an electrical permit as an owner/builder, you must own and occupy the home where you plan to

If your project involves the addition of..., you will need to submit an electrical permit application as a sub-permit of a building permit application. See our "Single Family Residence & Guest House" permit



EXHIBIT 2F

EXHIBIT 2F





0740



0741



0742

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3



ARVIN CONSTRUCTION CO.

CERTIFIED REMODELING & GENERAL CONTRACTOR License #: 86070 Bid Limit: \$250,000

www.arvinconstruction.com

info@arvinconstruction.com

Declaration of Amin Sani

I am a licensed contractor in Nevada and have been retained as an expert witness by Plaintiff W L A B INVESTMENT, LLC in Case # A-18-785917-C regarding 2132 Houston Dr Las Vegas, NV 89104. This is a rental property which is not owner occupied.

Nevada law requires all work for the construction, alteration or repair of the property or any improvement on this property must be performed by a licensed contractor.

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

Executed on December 26, 2020

Amin Sani

President of Arvin Construction Co.

General Contractor License # 86070

Committed to excellence

3111 S Valley View Blvd Suite B214 Las Vegas Nevada 89102, Tel: (702)355-4757

Residential Recovery Fund Disclosure: Payment may be available from the residential recovery fund, if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violation of Nevada law by a contractor licensed in this state.

0744

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

1 BENJAMIN B. CHILDS, ESQ.
2 Nevada Bar # 3946
3 318 S. Maryland Parkway
4 Las Vegas, Nevada 89101
5 (702) 251 0000
6 Fax 384 1119
7 ben@benchilds.com
8 Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

9 W L A B INVESTMENT, LLC

10 Plaintiff

11 vs.

Case # A-18-785917-C
Dept # 14

12 TKNR, INC, a California Corporation, and
13 CHI ON WONG aka CHI KUEN WONG, an individual, and
14 ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN
15 ZHONG LIN aka KENNETH ZHONG LIN aka WHONG
16 K.LIN aka CHONG KENNY LIN aka ZHONG LIN, an
17 individual, and LIWE HELEN CHEN aka HELEN CHEN,
18 an individual and YAN QIU ZHANG, an individual, and
19 INVESTPRO LLC dba INVESTPRO REALTY,
20 a Nevada Limited Liability Company, and
21 MAN CHAU CHENG, an individual, and
22 JOYCE A. NICKRANDT, an individual and
23 INVESTPRO INVESTMENTS I LLC, a Nevada Limited
24 Liability Company, and INVESTPRO MANAGER LLC,
25 a Nevada Limited Liability Company, and
26 Does 1 through 15 and Roe Corporations I - XXX

27 Defendants

28
29 SUPPLEMENT TO PLAINTIFF'S 16.1 EARLY CASE CONFERENCE DISCLOSURES
30 [additions in **BOLD**]

31 WITNESSES [16.1(a)(1)(A)]

- 32
33 1. PMK of TKNR, INC c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas,
34 NV 89117 702 481 9207.
35
36 Has information about the fact and circumstances of it's purchase, repair, and sale of the
37 Subject Property.
38

- 1 2. PMK of INVESTPRO LLC dba INVESTPRO REALTY [hereinafter Investpro] c/o Nikita R.
2 Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas, NV 89117 702 481 9207.
3 Has information about the fact and circumstances of TKNR's purchase, repair, and sale of
4 the Subject Property.
- 5 3. JOYCE A. NICKRANDT c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas,
6 NV 89117 702 481 9207.
7 Has information about the fact and circumstances of TKNR purchase, repair, and sale of the
8 Subject Property.
- 9 4. CHI ON WONG aka CHI KUEN WONG c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave.
10 # 250 Las Vegas, NV 89117 702 481 9207.
11 Has information about the fact and circumstances of it's purchase, repair, and sale of the
12 Subject Property. Mr. Wong owns and controls TKNR, INC and is the alter ego of TKNR.
13 TKNR was and is influenced and governed by Wong and received funds when TKNR was
14 dissolved in 2018.
- 15 5. ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN ZHONG LIN aka KENNETH
16 ZHONG LIN aka WHONG K.LIN aka CHONG KENNY LIN aka ZHONG
17 LIN [hereinafter Lin] c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas, NV
18 89117 702 481 9207.
19 Has information about the fact and circumstances of TKNR's purchase, repair, and sale of
20 the Subject Property. Mr. Lin has information as he was both TKNR's agent and Investpro's
21 Chief Executive Officer and agent. Mr. Lin was also Chief Executive Officer of INVESTPRO
22 INVESTMENT LLC and INVESTPRO MANAGER LLC. Lin is also founding chairman
23 of INVESTPRO MANAGER LLC. Lin is also the Chairman and founder of Investpro.
- 24 6. YAN QIU ZHANG c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas, NV
25 89117 702 481 9207.
26 Has information about the fact and circumstances of it's purchase, repair, and sale of the
27 Subject Property. Mr/Ms. Zhang was a manager and registered agent of Investpro.
28

1 7. LIWEI HELEN CHEN aka HELEN CHEN [Chen] c/o Nikita R. Burdick, Esq. 8360 W.
2 Sahara Ave. # 250 Las Vegas, NV 89117 702 481 9207.

3 Has information about the fact and circumstances of it's purchase, repair, and sale of the
4 Subject Property. Ms. Chen was a real estate agent employed, associated and/or the agent of
5 Investpro who represented Plaintiff as the buyer of the Subject Property. Chen was the
6 buyer's agent, representing Plaintiff.

7 8. PMK of INVESTPRO INVESTMENTS I LLC c/o Nikita R. Burdick, Esq. 8360 W. Sahara
8 Ave. # 250 Las Vegas, NV 89117 702 481 9207.

9 Has information about the fact and circumstances of funding for TKNR's purchase, repair,
10 and sale of the Subject Property. INVESTPRO INVESTMENTS I LLC is the Flipping Fund
11 described in the Amended Complaint.

12 9. PMK of INVESTPRO MANAGER LLC c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave.
13 # 250 Las Vegas, NV 89117 702 481 9207.

14 Has information about the fact and circumstances of funding for TKNR's purchase, repair,
15 and sale of the Subject Property. was at all relevant times a Nevada Limited Liability
16 Company. INVESTPRO MANAGER LLC presented and solicited investors for the Flipping
17 Fund described in the Amended Complaint. INVESTPRO MANAGER LLC managed
18 Investpro INVESTMENTS I LLC, the Flipping Fund, and also managed the renovation project
19 of the Subject Property prior to the sale of the Subject Property to Plaintiff. INVESTPRO
20 MANAGER LLC used TKNR as a sham owner of the Subject Property while in reality
21 INVESTPRO MANAGER LLC retained control of all decisions regarding the Subject
22 Property.

23 10. MAN CHAU CHENG c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas,
24 NV 89117 702 481 9207.

25 Has information about the fact and circumstances of it's purchase, repair, and sale of the
26 Subject Property. Ms. Cheng was a manager of INVESTPRO MANAGER LLC and was a
27 founder of INVESTPRO MANAGER LLC.
28

11. PMK of W L A B INVESTMENT, LLC c/o Benjamin B. Childs, Esq. 318 S. Maryland Pkwy Las Vegas, Nevada 89101 phone (702) 385 3865
Expected to testify as to the facts and circumstances surrounding this litigation.

12. EXPERT

Amin Sani, President of Arvin Construction Co.

10524 Angel Dreams Ave Las Vegas, NV 89144 (702) 355 4757

General Contractor will testify to the unlicensed work on the Subject Property and the resultant damages. Itemized damages total \$650,000.

Mr. Sani's report is attached consisting of the following :

| Document | Bates # |
|---------------------------------------|------------------|
| Narrative Report | 164 - 173 |
| Licenses/Resume/Fee disclosure | 174 - 182 |
| Pictures | 183 - 193 |

Summary of the damages Mr. Sani itemizes in his report is set forth below.

| Defect | Repair Cost (\$) |
|------------------------------|-------------------------|
| Structural Defects | 150,000 |
| Electrical System | 70,000 |
| Plumbing System | 60,000 |
| Sewer System | 60,000 |
| Heating System | 15,000 |
| Cooling System | 60,000 |
| Moisture/Water damage | 40,000 |
| Roof | 70,000 |
| Fungus/Mold | 50,000 |
| Flooring | 25,000 |
| Foundation | 50,000 |
| Total | 650,000 |

DOCUMENT DISCLOSURES

| Exhibit # | Bates Page # |
|---|------------------|
| 1. Investpro advertising and solicitations | 1 - 12 |
| 2. Trustee's Deed 10/09/2015 | 13 - 16 |
| 3. Texts dated 08/17/2017 and 08/24/2017 | 17 - 19 |
| 4. Flyers from Clark County re building permit requirements | 20 - 24 |
| 5. Offer and Acceptance and Escrow Package | 25 - 60 |
| 6. City of Las Vegas Inspection records | 61 - 68 |
| 7. Flyers from City of Las Vegas re building permit requirements | 69 - 83 |
| 8. California Secretary of State printouts and records for TKNR, Inc. | 84 - 87 |
| 9. Repair estimates and receipts | 88 - 152 |
| 10. Nevada Secretary of State printouts for Investpro Investments I LLC, Investpro Manager LLC, Investpro LLC | 153 - 161 |
| 11. Nevada Real Estate Division printout for Joyce A. Nickrandt | 162 - 163 |
| 12. EXPERT WITNESS REPORT OF Amin Sani | 164 - 193 |

DAMAGES

- As to Defendant TKNR, Wong and INVESTPRO MANAGER LLC, pursuant to NRS 113.150, judgment jointly and severally for treble the amount necessary to repair or replace the defective part of the Subject Property. The amount necessary

to repair or replace the defective part of the Subject Property is **\$650,000.00** [see **Mr. Sani's itemization of damages**]. **Treble this amount is \$1,950,000.00.**

2. As to Defendants Investpro, Nickrandt and Chen, judgment jointly and severally for compensatory damages in an amount of **\$650,000.00, plus exemplary and/or punitive damages in the amount of three times \$ 650,000.00 [\$1,950,000.00] for a total judgment sought of \$2,600,000.00.**

3. As to Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin, judgment jointly and severally for compensatory damages in an amount of **\$650,000.00, plus exemplary and/or punitive damages in the amount of three times \$ 650,000.00 [\$1,950,000.00] for a total judgment sought of \$2,600,000.00.**

4. As to Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO INVESTMENTS I LLC, pursuant to NRS 207.470, judgment jointly and severally for treble Plaintiff's actual damages, so judgment in the amount of **\$2,600,000.00.**

5. As to Defendant Chen, pursuant to NRS 645.257(1) judgment for Plaintiff's actual damages, which amount is **\$650,000.00.**

6. As to Defendant Lin, pursuant to NRS 645.257(1) judgment for Plaintiff's actual damages, which amount is **\$650,000.00..**

7. As to Defendant Investpro, pursuant to NRS 645.257(1) judgment for Plaintiff's actual damages, which amount is **\$650,000.00.**

8. As to Defendant Nickrandt, pursuant to NRS 645.257(1) judgment for Plaintiff's actual damages, which amount is **\$650,000.00.**

9. As to Defendants Investpro, Zhang, and Nickrandt, judgment jointly and severally Plaintiff's actual damages, which amount is **\$650,000.00.**

10. As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC, judgment jointly and severally for Plaintiff's actual damages, which amount is of **\$650,000.00, plus exemplary and/or punitive damages in the amount of three**

1 **times \$ 650,000.00 [\$1,950,000.00] for a total judgment sought of**
2 **\$2,600,000.00.**

3 13. As to Defendant Investpro, judgment for Plaintiff's actual damages, which
4 amount is **\$650,000.00.**

5
6 In addition to the compensatory damages, Plaintiff seeks an award of attorney fees
7 and costs, against all Defendants jointly and severally, which amount **totals \$35,162.00**
8 **through August 14, 2020.**

9
10
11 /s/ Benjamin B. Childs

12 _____
13 BENJAMIN B. CHILDS, ESQ.
14 Nevada Bar No. 3946
15 Attorney for Plaintiff

16 CERTIFICATE OF ELECTRONIC SERVICE

17 This SUPPLEMENT TO PLAINTIFF'S 16.1 EARLY CASE CONFERENCE
18 DISCLOSURES, with Exhibit 12, was served through the Odyssey File and Serve
19 system on August 14, 2020. Electronic service is in place of service by mailing.

20 /s/ Benjamin B. Childs, Sr.

21 _____
22 BENJAMIN B. CHILDS, Sr. ESQ.
23 NEVADA BAR # 3946
24
25
26
27
28

Expert Testimony Report

By

Amin Sani

President of Arvin Construction Co.

General Contractor License # 86070

RE : 2132 Houston Dr
 Las Vegas, NV 89104

a. Structure defect.

1. Three old small swamp coolers were removed without UBC required permits and inspections.
2. One 5-tons heat pump package unit systems on the one roof top area with ducting system for the whole building were installed without UBC required weight load and wind load calculations, permits and inspections.

Due to the 5-tons heat pump package unit being too big, too heavy and having control problems, later 5-tons heat pump package system were also removed without UBC required permits and inspections.
3. Two new 2-tons heat pump package units on the two roof top areas for Unit B and Unit C with two new ducting systems were installed without UBC required weight load and wind loan calculations, permits and inspections again.
4. Two new window holes on exterior walls were opened for two window cooling units in Unit A without UBC required structure calculation, permits and inspections.

All these roof top and wall modifications damaged the whole building structure.

Further, the moisture condition behind tile walls due to faucets leaking also damaged the building structure.

The high moisture exhaust bathroom gas and from the washer/dryer combination unit exhaust gas were vented into ceiling without UBC required permits and inspections and this also damaged the building structure.

The new layers stuccos were putted on existing center block wall without UBC required permits and inspections. These add additional weight on exterior wall and cause wall cracking and sinking.

The recent inspection of the exterior wall found multiple cracks which indicates structural problems caused by the heavy weight load on the roof and wall.

The estimated cost for remove existing wall and footing and redone all walls, footings now is about \$150,000.

b. Electrical System

I found out that many new electric lines were added and many old electric lines were removed in apartments. One 220v power supply line for new 5-ton heat pump package unit was installed without permit and inspections.

Later, the 5-ton heat pump packaged unit power supply lines was removed and two new 220v power supply lines for two new 2 ton heart pump package units were installed without permits and inspections.

The two new 110 volt power supply line for two window cooling units for Unit A were also installed without permits and inspections. The new circle for new window AC in bedroom was tied in existing breaker. Two circle used one breaker which is illegal and not code permitted. Inside unit a break box was needed to upgrade to add additional circle breaker. All the electrical supply line addition and removal work were performed without code required electrical load calculation, permits and inspections.

The unlicensed and unskilled workers to do the electrical work and used low

quality materials and used inadequate electrical supply lines. This substandard work may lead electrical lines to overheat and cause fires in the attic when tenant electrical load is high.

The total cost to redone and replace all electrical system is about \$70,000 now.

c. Plumbing System.

I found that that many high pressure water supply lines were replaced to new PEX plastic line not original old copper line and swamp coolers water supply lines were removed and plugged without UBC required permits and inspections.

The unlicensed and unskilled workers who just plugged high pressure water supply lines at rooftop instead of at ground level and who did not remove the water supply lines on top of the roof, inside the attic and behind the drywall. In cold winter, the high pressure water line which was left inside the building may freeze and break the copper line and lead flooding in the whole building.

The unlicensed and unskilled workers to remove and plug natural gas lines for the natural gas wall furnaces without UBC required permits and inspections.

The unlicensed and unskilled workers with little knowledge of natural gas pipe connection requirements. The unlicensed and unskilled workers used the wrong sealing materials and these sealing materials may degrade and lead to natural gas leaks and accumulation inside the drywall and the attic which may cause an explosion or fire.

The unlicensed and unskilled workers to completely renovate all three

bathrooms in the Subject Property without UBC required permits and inspections. Some faucets and connections behind tile walls and drywall leak and are causing moisture conditions behind tile walls and drywalls.

The estimated cost to recheck, redone and replace old water supply and gas line system now will be \$60,000

d. Sewer System.

The subject property was built in 1954. Clay pipes were used at that time for sewer lines. The unlicensed and unskilled workers were used to snake the clay sewer pipes may break the clay sewer pipes and cause future tree root grown into sewer lines and clogs in sewer lines. Licensed contractors must be hired to snake sewer pipes. The recent clog in sewer line may also cause by broken sewer line due to wall cracking sinking too.

The estimated cost to replace sewer system now is about \$60,000

e Heating System

We found that the natural gas wall heating systems for unit A, B, C were disabled without UBC required permits and inspections. The unlicensed and unskilled workers with little knowledge about natural gas pipe connection requirements may used the wrong sealing materials. These sealing materials. may degrade and lead to a natural gas leak inside the drywall and the attic and may cause and explosion or fire. The recheck and reseal of natural gas lines and connection is required.

The two electrical heat pump heating systems were installed without UBC required permits and inspections for Unit B and Unit C. The Unit A does not have an electrical heat pump heating system nor a natural gas wall furnace heating system now. Unit A has to use portable electrical heaters.

The estimated cost to recheck and removal old natural gas heating system is \$15,000

f. Cooling System

The old swamp cooler systems were removed without UBC required permits and inspections. The unlicensed and unskilled workers to disconnect water supply lines, cover swamp cooler ducting holes, and disconnect 110V electrical supply lines.

Further, as early as March of 2016, Air Supply Cooling installed one 5-ton new heat pump package unit with new rooftop ducting systems on one roof area to supply cooling and heating air to the whole building consisting of Unit A, Unit B and Unit C without UBC required weight load and wind load calculations, permits and inspections. The 5- ton heat pumps package unit was too big, too heavy and had control problems for whole building. It was removed without UBC required permits and inspections. In early June, 2017, The AIR TEAM to installed two new 2-ton heat pump package units, one each for Unit B and Unit C. The two window cooling units were also installed in Unit A's exterior walls. All of the above work was done without UBC required permits and inspections.

The old, uninsulated swamp cooler ducts were used and were not replaced with new insulated HVAC ducts as the UBC required. This resulted in the heat pump package units being overloaded and damaged during cooling season because cool air was heated by uninsulated attic hot air before delivering the cooled air to the rooms. The old, uninsulated swamp cooler ducts were also rusted and leaked due to high moisture air from the bathroom vent fans and the clothes washer/dryer combination unit exhaust vents. The heat pumps would run all the time but still could not cool the rooms.

The estimate cost to remove existing roof top heat pump systems is about \$10,000.

To reduce roof weights and protect building structure, the total 10 mini splitters heat pump systems were required to put on the ground with estimated cost of \$50,000.

g. Moisture conditions and or water damage.

The high moisture bathroom exhaust vent and washer/dryer combination unit exhaust vent were vented into the ceiling attic area instead of venting outside the building roof without UBC required permits and inspections. The improper ventings caused high moisture conditions in ceiling and water damages in ceiling and attic. The high moisture conditions in the ceiling and attic destroyed ceiling insulations, damaged the roof decking, damaged roof trusses and damaged that roof structure supports.

All three bathrooms were completed renovated without UBC required permits and inspections. Some faucets and connections behind tile walls and drywall leaks and caused moisture conditions behind tile walls and drywalls.

The estimated cost to fix all these moisture issues now is about \$40,000

h. Roof.

The roof of the Subject Property was damaged by changing roof top Heating, Cooling and Venting and ducting systems multiple times. The existing swamp coolers were removed from roof top and covered the swamp coolers ducting holes. A 5-ton heat pump package unit with a new ducting system on one roof top area was installed. Later The 5-ton heat pump package unit with part of the ducting system from the one roof top area was removed. The two 2-ton heat pump package units on the two roof top areas were installed. All of this renovation, demolition, and construction work was done without UBC required weight load and wind load calculations, permits and inspections.

The heavy wind and dead weight load of Heating, Cooling heat pump systems cause roof unstable and moving.

The high moisture bathroom exhaust gas and washer/dryer combination unit exhaust gas were vented into the ceiling attic area instead of venting outside the building roof. These cause wood decay inside roof. And weak the roof structures

The work damaged the roof of the Subject Property to such an extent that when it rains the roof leaks.

The estimate cost to remove existing roof and replace with new roof and structure is \$70,000.

h. Fungus or mold problems.

The bathroom high moisture vent fans and the washer/dryer combination unit exhaust gas were vented into the ceiling and attic without venting outside of the roof. All of this renovation, demolition, and construction work was done without UBC required permits and inspections and this damaged the building structure and create molds. The black color fungus mold was found inside ceiling and attic.

The estimated cost to remove black color fungus mold from ceiling and attic now is \$50,000.

i. Flooring.

The low quality cheap ceramic tiles were installed on the loose sandy ground rather than on a strong, smooth, concrete floor base. Mass quantities of floor ceramic tiles cracked and the floor buckled. These cracked ceramic tiles may cut tenants' toes and create a trip and fall hazard. These are code violations had to be repaired.

The estimated cost for relevel, repair and replace flooring is \$25000

j. Problems with the land/foundation

The large quantities of floor tiles cracked and the floor buckled were found in apt units. This indicated that there have foundation problems likely due to heavy loads by the new HVAC systems and the venting of moisture into the ceiling and attic and new stuccos lays. Too

much weight loads on the walls caused exterior wall cracking.

The estimated cost for replace footing and foundation is \$50,000

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

ARVIN CONSTRUCTION

Licensed since October 11, 2019

License No. **0086070**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

AMIN ABDOLLAHI SANI, Managing
Member, QI

B-2 Residential and Small Commercial

LIMIT: **\$245,000**
EXPIRES: **10/31/2021**


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:



ARVIN CONSTRUCTION
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

LIC. NO.

0086070

EXPIRES:

10/31/2021

LIMIT:
\$245,000

Class: B-2

STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

ARVIN CONSTRUCTION
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

Miao v. TKNR, INC et al
Case # A-18-785917-C
Plaintiff's Expert Witness Disclosure

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Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

A C CAPTAIN LLC

Licensed since April 19, 2018

License No. **0083423**

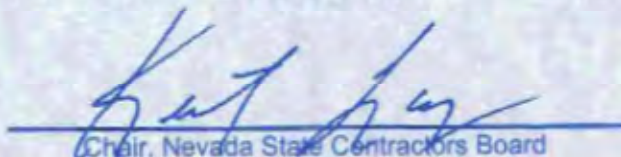
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

AMIN ABDOLLAHI SANI, Managing
Member, QI

C-21 Refrigeration and Air Conditioning

LIMIT: **\$100,000**
EXPIRES: **04/30/2022**


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN.

A C CAPTAIN LLC
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

LIC. NO.

0083423

EXPIRES:

04/30/2022

LIMIT:
\$100,000

Class: C-21

STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name: _____

License No: _____

Date: _____ By: _____

A C CAPTAIN LLC
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

Miao v. TKNR, INC et al
Case # A-18-785917-C
Plaintiff's Expert Witness Disclosure

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Page 175

۹۷۵۵۷۶

شماره



شماره دفتر مترجم

جمهوری اسلامی ایران
تأیید شده - اداره مترجمین رسمی

سهروردی جنوبی، بن بست المبین، پلاک ۱۵۹، طبقه سوم
دارالترجمه رسمی اندیشه - تلفن و فاکس: ۸۸۷۲۲۲۲۳ - ۸۸۷۲۵۲۰۲
Dr. Hassan Amirshahi - Official Translator
of English & French to the Justice Ministry of the I.R.I.
ANDISHEH OFFICIAL TRANSLATION BUREAU
Add.: No. 159, Afshin Alley, South Sohravardi Ave,
Tehran - IRAN - Tel & Fax: 88435202 - 88722223

Dr. H. Amirshahi, Official
Translator to Justice Ministry

ISLAMIC AZAD UNIVERSITY

Photo of
the holder
affixed &
sealed.



CERTIFICATE OF COMPLETION OF BACHELOR'S DEGREE PROGRAM

On the strength of the university charter approved on 03.11.1987 by the Cultural Revolution Supreme Council and the Single Article voted on 04.05.1988 by Islamic Consultative Assembly, whereas:

Mr. Amin Abdollahi Sani Lofabad, son of Parviz, holder of ID card No. 18690, issued at Ghom, born in 1975, successfully completed the **Bachelor's Degree Program in Civil Engineering (Hydraulics)**, having completed 147 credits and scored a G.P.A. of 12.15 in June, 2001 at **Islamic Azad University, Tehran South Branch**, the present certificate is conferred upon him.

President of University Unit - Signed & sealed,
Chancellor of Islamic Azad University - Signed & sealed

Overleaf:

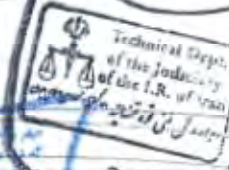
Registered under No. 477698, dated Sept. 8. 2002 in the register of diplomas at Graduates' Affairs Department of Islamic Azad University.

Graduates' Affairs Department
Islamic Azad University
(Signed & sealed)

True translation certified. 6
24 Apr., 2006 S.Z



دکتر حسن امیرشاهی
مترجم رسمی زبان انگلیسی
به فارسی
شماره پروانه ۲۹۷۳
Dr. H. Amirshahi, Official
Translator to Justice Ministry



The authenticity of
the seal & signature
of the official translator
marked (X) is certified
without any consideration
of the contents

3

Miao y, TKNR, INC et al
Case # A-18-785917-C

Plaintiff's Expert Witness Disclosure
Page 176

AMIN SANI

PRESENT FOUNDER AND CEO ARVIN CONSTRUCTION CO.

(General Contractor License #86070)

CONSTRUCTION MANAGER, Project Manager | Construction Supervisor | Civil Engineer
10524 Angel Dreams Ave Las Vegas, NV 89144 (702) 355 4757

EXPERIENCE

2017 - PRESENT FOUNDER AND CEO ARVIN CONSTRUCTION CO. (General Contractor License #86070) and AC CAPTAIN LLC - LAS VEGAS, NEVADA

WWW.ARVINCONSTRUCTION.COM, WWW.ACCAPTAIN.COM

Licensed and bonded construction company. Arvin Construction Co. and AC Captain LLC are very successful service company in the state of Nevada, founded by Amin Sani, and professional workers, technicians hired and dispatch 7/24 to construct new buildings, to remodel old house, bath room, flooring and kitchens and also repair and install new HVAC systems based on two licensed (B-2 and C-21) issued by the state of Nevada. AC Captain LLC is a reputable 5-star company according to customers reviews on Yelp, Google and Home Advisor, fully founded and managed by Amin Sani is presently serving more than 400 commercial and residential customers.

2014 - 2017 CONSTRUCTION SUPERVISOR | PROJECT MANAGER WITH ME - LAS VEGAS, NEVADA WithMe is a Venture-Backed Startup Company that is the industry leader in building & designing Mobile & Micro Retail Modular Structures.

- Managed onsite contractors & field employees
- Maintained and updated CPM schedule at the job site

- Oversaw and Managed delivery & Onsite Construction, Maintenance, & Repair of Mobile & Micro Units in Los Angeles, Chicago, San Francisco, Dallas, Summerlin, Virginia, & Portland
- Lead multiple construction projects and maintained subcontractor relationships.
- Identified and resolved field issues and change orders with ease.
- Advocated for a safe work environment and maintained an exceptional safety rating.
- Oversaw materials procurement and construction methods to ensure cost-effectiveness.
- Accurately managed all project documentation through completion including all permits.
- Thoroughly reviewed final product ensure the quality met set industry standards.
- Reported directly to the CEO and maintained high rapport with all colleagues.

TEAM ACCOMPLISHMENTS:

- 2015 Store of the Year / Retail Design Institute - 1st Place Common Area Retail / Retail Design Institute - Gold Award Pop Up Store / A R E Design Awards - The fixture of the Year / A R E Design Awards

2012 - 2014 BUSINESS SHAREHOLDER | RESIDENTIAL PROJECT FIELD

ENGINEER PARHAM ENGINEERING - TEHRAN, IRAN Parham Engineering was started by Amin Sani & Partners to build a residential apartment building in Tehran, Iran. We completed the apartment building within our projected timeline while employing & managing 40 people who worked on the project.

- Managed project from start to finish, including permitting, city inspections, excavation, foundation, structure, gas & water plumbing, interior and exterior walls, interior design, flooring, doors & windows, bathrooms & kitchen.
- Project Managed 6 + subcontractors, up to 40 people

- Referenced blueprints, repair manuals and parts catalogs for complex repairs.
- Ensured timeliness of all submittals and shop drawings.
- Scheduled contractors for projects and distributed work orders.
- Analyzed project documents and drawings, to recognize discrepancies between construction documents and actual conditions.
- Reviewed submittals and shop drawings for compliance with contract documents.

2010 - 2012 CONSTRUCTION COORDINATOR | MANAGER ALPINE GMBH

INTERNATIONAL ENGINEERING - DUBAI, UAE Was 1 of 4 Construction Coordinators & Managers of a \$110 million business park project. We built warehouses, employee living quarters, administration buildings, etc for the Oil & Gas industry in Dubai.

- Managed & Coordinated 22 field employees, 6 subcontractors, & 30 subcontractors employees.
- Led field supervision & project execution
- Constructed safety provisions including scaffolding, gang ladders, perimeter railings, fall protection, and temporary covers.
- Completed Quality Control Inspection of accommodations under renovation and reconstruction.
- Ensured renovations conform to local, state and federal building codes.
- Installed interior finish items including wall protection, doors, and hardware.

2008 - 2010 SUPERINTENDENT | FIELD ENGINEER UNIVERSITY TECHNOLOGY

OF MALAYSIA - KUALA LUMPUR, MALAYSIA Was the superintendent of a dorm

improvement project for the University of Technology of Malaysia. Oversaw improvements of dorm renovations, road & asphalt improvements, & outdoor landscaping.

- Oversaw & Managed team of 8 foreman & laborers
- Managed daily construction activities while meeting construction deadlines
- Read and interpret blueprints and construction documents to determine project directives.
- Ensured work was completed in accordance with quality standards and contract specifications.
- Reviewed progress and documented drawings during each phase of the project.
- Coordinated manufacturing, construction, installation and maintenance projects.
- Updated & managed time schedules and reports.

2004 - 2008 ESTIMATOR | DRAFTSMAN | PROJECT CONSTRUCTION MANAGER

ASCP CONTRACTING LLC - TEHRAN & UZBEKISTAN & AFGHANISTAN Project in Uzbekistan which was to build a water treatment facility which turns river water into drinking water for remote cities. Upon completion, moved to the second project for dam repair in Afghanistan repairing damaged parts of the Dam from the Russian / Afghan War from concrete to steel.

- Worked with construction administration consultants to plan field observations
- Digitally archived weekly progress and technical “Knowledge Base”
- Photographed all assigned projects.
- Provided safety kits to all construction personnel. (Both)
- Conducted routine quality audits to and initiated corrective actions.
- Scheduled all contractors, material deliveries, and reports. (Both)

- Managed Multicity project with 4 people on my team (Uzbekistan)
- Managed 10 laborers & 4 Admin Workers (Afghanistan)

CORE COMPETENCIES

- Civil Engineering
- Project Management
- Onsite Construction Management
- Field Construction
- Supervising Teams
- Subcontractor Management
- Start to Finish Project Execution
- Permitting & City Codes
- Residential Interior Construction
- Residential HVAC
- OSHA 30
- Autocad | Blueprints

EDUCATION

2008 - 2010 MBA BUSINESS MANAGEMENT UNIVERSITY OF TECHNOLOGY

KUALA LUMPUR, MALAYSIA

1999 - 2003 BACHELOR OF SCIENCE | CONSTRUCTION ENGINEERING UNIVERSITY
OF TEHRAN, IRAN

CHARGES

My hourly charge will be \$400/hour for consultation and court testimony



Old Swamp Coolers



Roof Before March 2016

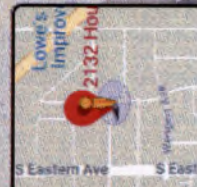
One 5-ton Heat pump with ducting system

Roof Between March 2016 to June 2017



Roof After June 2017 to Now

One Two 2-ton Heat pumps



Google

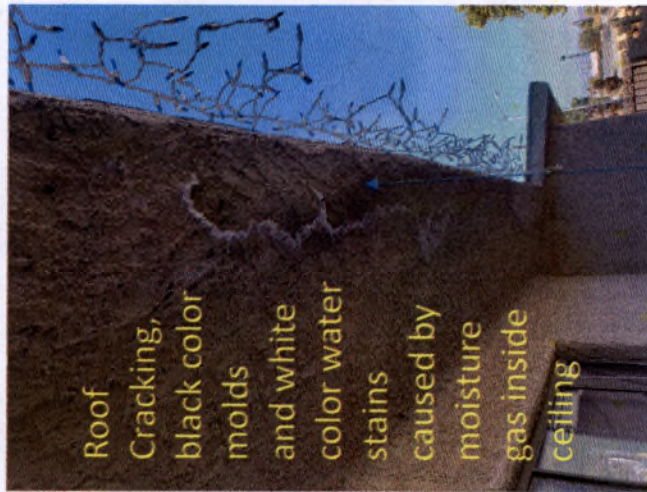


The roof was damaged by changing roof top HVAC and ducting systems multiple times.
Three Swamp Coolers to one 5-Ton Heat Pump to two 2-ton Heat Pumps No UBC required permits and inspections.

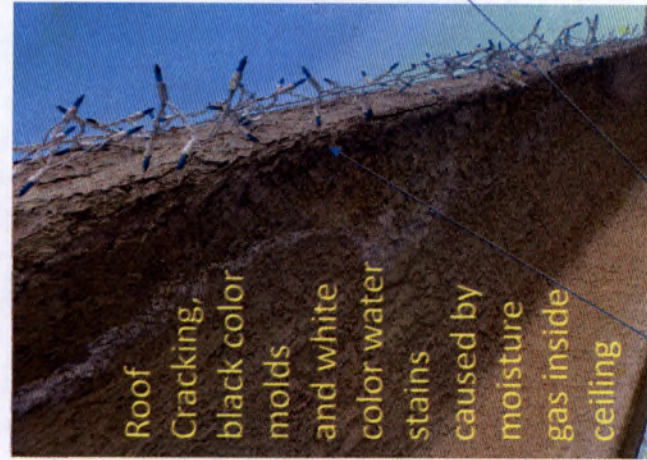
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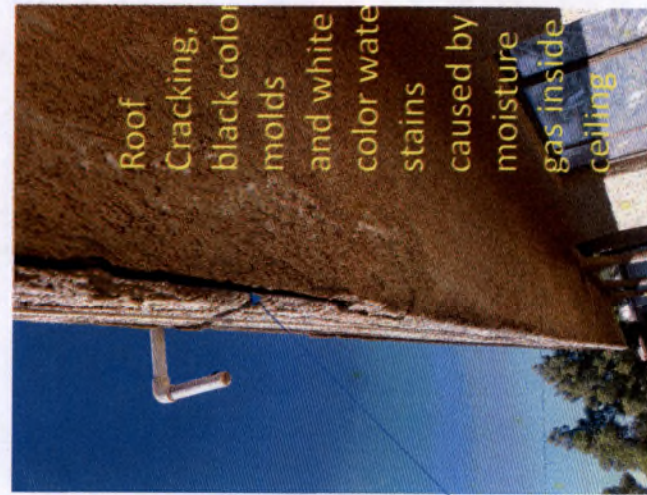
Vent into Ceiling



Roof
Cracking,
black color
molds
and white
color water
stains
caused by
moisture
gas inside
ceiling



Roof
Cracking,
black color
molds
and white
color water
stains
caused by
moisture
gas inside
ceiling



Roof
Cracking,
black color
molds
and white
color water
stains
caused by
moisture
gas inside
ceiling



Vent into Ceiling

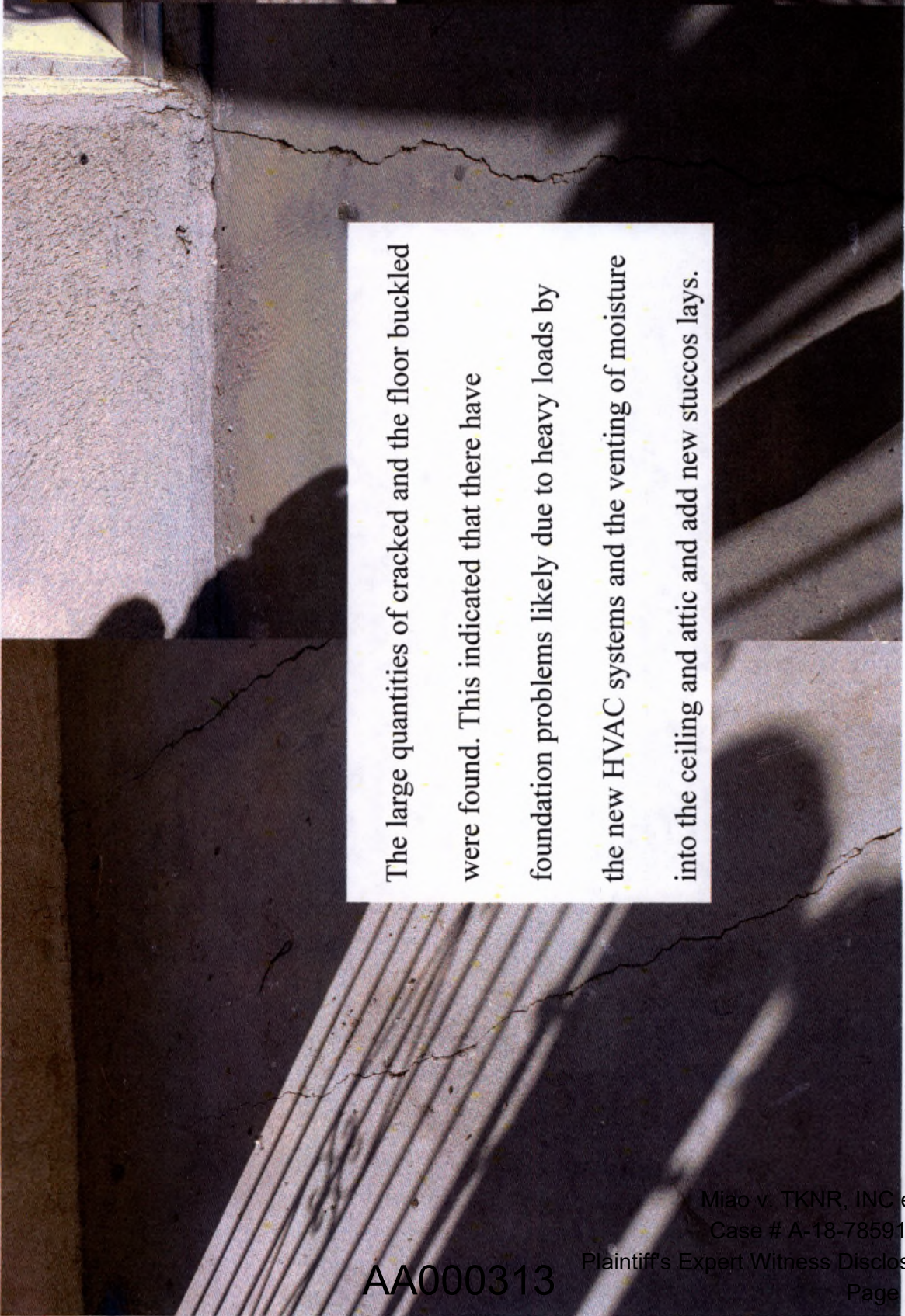


The highly moisture exhaust gas from all bathrooms and from the all washer/dryer combination units were vented into ceiling unlawfully **without UBC required permits and inspections** and these also create mold, decay woods inside ceiling and roof and damaged the building structure.

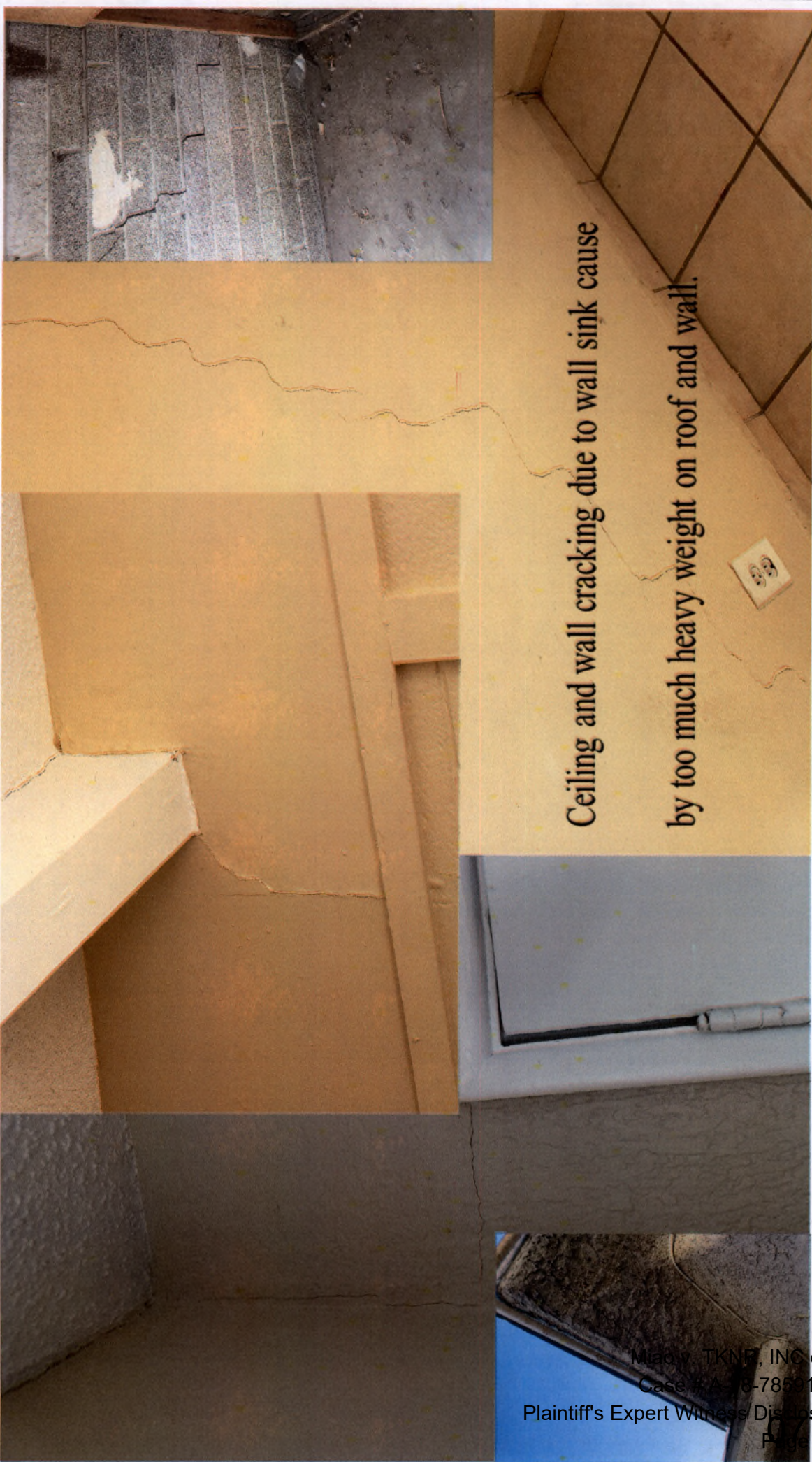




The new layers stuccos were putted on existing center block wall **without UBC required permits and inspections.** These added additional weight on exterior wall and cause wall cracking and sinking.

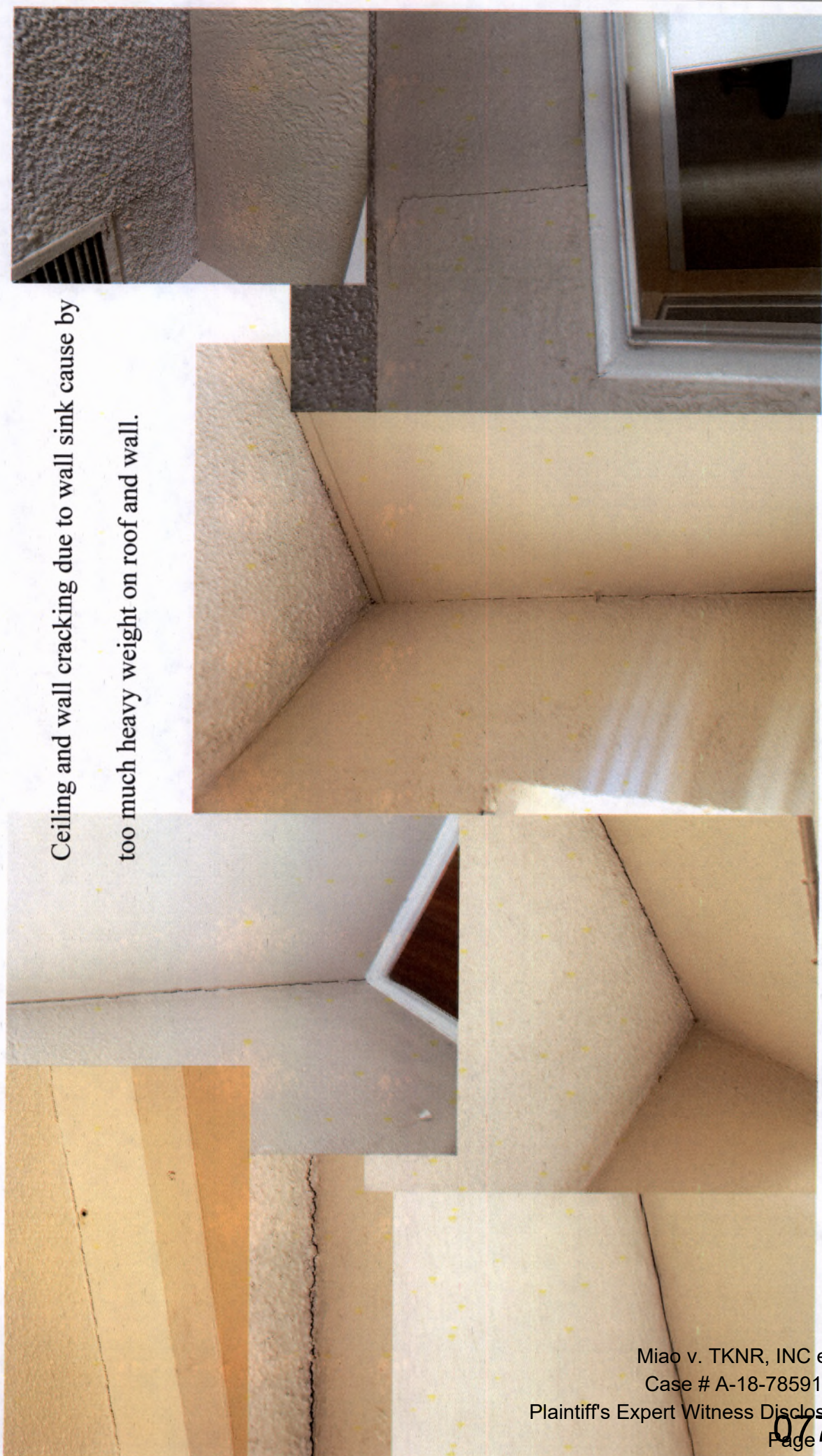


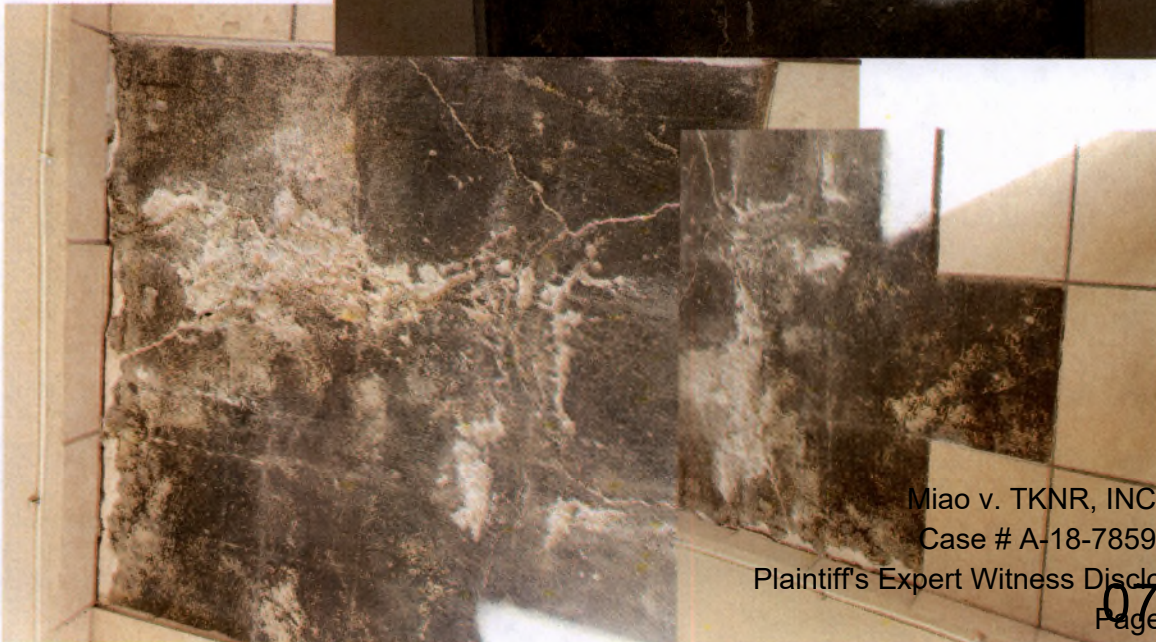
The large quantities of cracked and the floor buckled were found. This indicated that there have foundation problems likely due to heavy loads by the new HVAC systems and the venting of moisture into the ceiling and attic and add new stuccos lays.



Ceiling and wall cracking due to wall sink cause
by too much heavy weight on roof and wall.

Ceiling and wall cracking due to wall sink cause by
too much heavy weight on roof and wall.





Mass quantities of floor ceramic tiles cracked and the floor buckled. Floor cracking and buckling due to wall sink cause by too much heavy weight on roof and wall.



Two new window holes on exterior walls were opened for two window cooling units in Unit A **without UBC required structure calculation, permits and inspections.**



0780

The unlicensed and unskilled workers were used to snake the clay sewer pipes may break the clay sewer pipes and cause future tree root grown into sewer lines and clogs in sewer lines. The recent clogs in sewer line may also caused by broken sewer line due to wall cracking and sinking too.





All three Kitchens and Three bathrooms renovated **without UBC required permits and inspections**. Some faucets and connections behind walls may leak and are causing moisture conditions behind walls.



EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

1 SAO
2 BENJAMIN B. CHILDS, ESQ.
3 Nevada Bar # 3946
4 318 S. Maryland Parkway
5 Las Vegas, Nevada 89101
(702) 251 0000
6 Fax 385 1847
7 ben@benchilds.com
8 Attorney for Plaintiff/Counterdefendant

9
10
11 EIGHTH JUDICIAL DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 W L A B INVESTMENT, LLC

14 Plaintiff/Counterdefendant

15 vs.

Case # A-18-785917-C
Dept # 14

16 TKNR, INC, a California Corporation, and
17 CHI ON WONG aka CHI KUEN WONG, an individual, and
18 ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN
19 ZHONG LIN aka KENNETH ZHONG LIN aka WHONG
20 K.LIN aka CHONG KENNY LIN aka ZHONG LIN, an
21 individual, and LIWE HELEN CHEN aka HELEN CHEN,
22 an individual and YAN QIU ZHANG, an individual, and
23 INVESTPRO LLC dba INVESTPRO REALTY,
24 a Nevada Limited Liability Company, and
25 MAN CHAU CHENG, an individual, and
26 JOYCE A. NICKRANDT, an individual and
27 INVESTPRO INVESTMENTS I LLC, a Nevada Limited
28 Liability Company, and INVESTPRO MANAGER LLC,
a Nevada Limited Liability Company, and
Does 1 through 15 and Roe Corporations I - XXX

Defendants/Counterclaimants

=====

AND RELATED ACTIONS

=====

STIPULATION AND ORDER FOR LEAVE TO FILE SECOND AMENDED
COMPLAINT

Plaintiff W L A B INVESTMENT, LLC , through his attorney Benjamin B. Childs,

Hearing date requested

1 and Defendants, through their attorney Michael B. Lee, stipulate that Plaintiff can file the Second
2 Amended Complaint, attached hereto as Exhibit 1.

3
4 /s/ Benjamin B. Childs

/s/ Michael B. Lee

5 BENJAMIN B. CHILDS

MICHAEL B. LEE

6 Nevada Bar # 3946

Nevada Bar # 10122

Attorney for Plaintiff

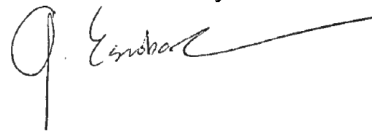
Attorney for Defendants

7
8 ORDER

9
10 Based on the stipulation of the parties, it is ORDERED that Plaintiff can file the Second
11 Amended Complaint, attached hereto as Exhibit 1. The issue being resolved, PLAINTIFF'S
12 MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT is vacated and
13 along with any hearing associated with that Motion.

14
15 IT IS SO ORDERED

Dated this 23rd day of November, 2020

16
17 

18
19 B4B 1A9 2B5B 6F76
20 Adriana Escobar
21 District Court Judge
22
23
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28

WLAB v. Lin et al. - Motion for Leave to Amend**mike@mblnv.com <mike@mblnv.com>**

Sun 11/22/2020 2:56 PM

To: Ben Childs <ben@benchilds.com>**Cc:** 'Michael Matthis' <matthis@mblnv.com> 1 attachments (236 KB)

20201120 - SAO112020withexhibits.pdf;

Ben:

I have reviewed the stipulation you drafted related to amending your pleading. I consent to you affixing my e-signature to the stipulation and presenting it to the Court.

MICHAEL B. LEE, ESQ.mike@mblnv.com

1820 E. Sahara Avenue, Suite 110, Las Vegas, NV 89104

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EXHIBIT 1

EXHIBIT 1

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1 BENJAMIN B. CHILDS, ESQ.
2 Nevada Bar # 3946
3 318 S. Maryland Parkway
4 Las Vegas, Nevada 89101
5 (702) 251 0000
6 Fax 385 1847
7 ben@benchilds.com
8 Attorney for Plaintiff/Counterdefendant

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EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

TKNR, INC, a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an individual, and
ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN
ZHONG LIN aka KENNETH ZHONG LIN aka WHONG
K.LIN aka CHONG KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka HELEN CHEN,
an individual and YAN QIU ZHANG, an individual, and
INVESTPRO LLC dba INVESTPRO REALTY,
a Nevada Limited Liability Company, and
MAN CHAU CHENG, an individual, and
JOYCE A. NICKRANDT, an individual and
INVESTPRO INVESTMENTS I LLC, a Nevada Limited
Liability Company, and INVESTPRO MANAGER LLC,
a Nevada Limited Liability Company, and
Does 1 through 15 and Roe Corporations I - XXX

Defendants/Counterclaimants

=====

AND RELATED ACTIONS

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Case # A-18-785917-C
Dept # 14

PROPOSED SECOND
AMENDED
COMPLAINT

Comes now Plaintiff W L A B Investment, LLC [hereinafter WLAB or
Plaintiff] and files this SECOND AMENDED COMPLAINT and for its causes of
action states as follows:

///

1 PLAINTIFF'S ALLEGATIONS OF FACT

2 A. IDENTITY OF DEFENDANTS

- 3
- 4 1. Defendant TKNR, INC, [hereinafter TKNR] was at all relevant times a
- 5 California Corporation doing business in Clark County, Nevada.
- 6 2. INVESTPRO LLC was at all relevant times a Nevada Limited Liability
- 7 Company dba INVESTPRO REALTY [hereinafter Investpro]. Investpro is a
- 8 real estate brokerage holding Nevada license # B.0144660.llc and a
- 9 property management company holding Nevada license # PM.0166824.bkr,
- 10 which licenses are registered to JOYCE A. NICKRANDT [herinafter
- 11 Nickrandt].
- 12 3. Nickrandt is a Nevada resident who, during all time relevant hereto, made
- 13 direct factual representations as TKNR's agent, WLAB's agent and
- 14 Investpro's agent. At all times relevant to this case, Nickrandt was a
- 15 manager of Investpro.
- 16
- 17 4. CHI ON WONG aka CHI KUEN WONG [hereinafter Wong] is a California
- 18 resident who owns and controls TKNR, INC and is the alter ego of TKNR.
- 19 TKNR was and is influenced and governed by Wong. There must is such a
- 20 unity of interest and ownership between Wong and TKNR that one is
- 21 inseparable from the other. Adherence to the fiction of separate entity
- 22 between Wong and TKNR would sanction a fraud or promote injustice.
- 23 5. ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN ZHONG LIN aka
- 24 KENNETH ZHONG LIN aka WHONG K.LIN aka CHONG KENNY LIN aka
- 25 ZHONG
- 26 LIN [hereinafter Lin] is a Nevada resident who, during all time relevant
- 27 hereto, made direct factual representations set forth below as both TKNR's
- 28 agent and Investpro's Chief Executive Officer and agent. At all times

relevant, Lin was also Chief Executive Officer of INVESTPRO INVESTMENT LLC and INVESTPRO MANAGER LLC. Lin is also founding chairman of INVESTPRO MANAGER LLC. Lin is also the Chairman and founder of Investpro.

6. YAN QIU ZHANG is a Nevada resident who, during all time relevant hereto, was a manager and registered agent of Investpro.

7. LIWEI HELEN CHEN aka HELEN CHEN [Chen] is a Nevada resident who, during all time relevant hereto, was a real estate agent employed, associated and/or the agent of Investpro who represented Plaintiff as the buyer of the Subject Property. Chen was the buyer's agent, representing Plaintiff.

8. INVESTPRO INVESTMENTS I LLC was at all relevant times a Nevada Limited Liability Company. INVESTPRO INVESTMENTS I LLC is the Flipping Fund described in below.

9. INVESTPRO MANAGER LLC was at all relevant times a Nevada Limited Liability Company. INVESTPRO MANAGER LLC presented and solicited investors for the Flipping Fund described below. INVESTPRO MANAGER LLC managed Investpro INVESTMENTS I LLC, the Flipping Fund, and also managed the renovation project of the Subject Property prior to the sale of the Subject Property to Plaintiff. INVESTPRO MANAGER LLC used TKNR as a sham owner of the Subject Property while in reality INVESTPRO MANAGER LLC retained control of all decisions regarding the Subject Property.

10. MAN CHAU CHENG is a Nevada resident who, during all time relevant hereto, was a manager of INVESTPRO MANAGER LLC and was a founder of INVESTPRO MANAGER LLC.

11. The true names of Defendants DOES 1 through 5 and ROE CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time.

1 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP
2 10 (a). Plaintiffs are informed and believe, and based on that information
3 and belief allege, that each of the Defendants designated as a DOE or ROE
4 is legally responsible for the events and happenings referred to in this
5 complaint, and/or unlawfully caused the injuries and damages to Plaintiff
6 alleged in this complaint, or who have an interest in the subject property as
7 set forth below. When their true names and capacities of Doe or Roe
8 Defendants are ascertained Plaintiff, if appropriate, will amend his
9 Complaint accordingly to insert the correct name and capacity herein.

10 12. The true names of Defendants DOES 6 through 10 and ROE
11 CORPORATIONS XI -XX, inclusive, are unknown to Plaintiff at this time.
12 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP
13 10 (a). Plaintiffs are informed and believe, and based on that information
14 and belief allege, that each of the Defendants designated as a DOE or ROE
15 were the recipients of the assets immediately before, at or following the
16 dissolution of Investpro INVESTMENTS I LLC in violation of NRS
17 CHAPTER 112 - Uniform Fraudulent Transfer Act. When their true names
18 and capacities of Doe or Roe Defendants are ascertained Plaintiff, if
19 appropriate, will amend his Complaint accordingly to insert the correct name
20 and capacity herein.

21 13. The true names of Defendants DOES 11 through 15 and ROE
22 CORPORATIONS XXI - XXX, inclusive, are unknown to Plaintiff at this
23 time. Plaintiff sues those Defendants by such fictitious names pursuant to
24 NRCP 10 (a). Plaintiffs are informed and believe, and based on that
25 information and belief allege, that each of the Defendants designated as a
26 DOE or ROE were the recipients of the assets immediately before, at or
27 following the dissolution of TKNR in violation of NRS CHAPTER 112 -
28 Uniform Fraudulent Transfer Act. When their true names and capacities of

1 Doe or Roe Defendants are ascertained Plaintiff, if appropriate, will amend
2 his Complaint accordingly to insert the correct name and capacity herein

3 14. This Court has jurisdiction and authority to issue judgment in this matter per
4 NRS 13.010.

5
6 B. TRANSACTIONS RESULTING IN THIS LAWSUIT
7

8 15. That on or about December 15, 2017 TKNR sold Plaintiff a parcel of real
9 property with a residential rental Unit A, Unit B and Unit C on it, specifically
10 the real property located at 2132 Houston Dr Las Vegas, NV, referred to
11 herein as the Subject Property. The Subject Property is a residential rental
12 income multifamily apartment.

13 16. Investpro was at all relevant times the property manager on behalf of
14 INVESTPRO MANAGER LLC and/or TKNR from September 30, 2015 to
15 December 15, 2017, on behalf of Plaintiff from December 15, 2017 to July
16 30, 2018 for the Subject Property.

17 17. Lin is the manager of a Flipping Fund and also represents himself as the
18 "CEO of Investpro Investment LLC & Investpro Manager LLC". The
19 Flipping Fund is represented in promotional material as follows :
20

21
22 FLIPPING FUND
23 INVESTPRO INVESTMENTS I LLC
24 PRESENT BY INVESTPRO MANAGER LLC
25 KENNY LIN
26 Phone : +1 (702) 726-0000
27 Email : zhong.kenny@gmail.com

- 28
1. TERM : 1-3 YEARS
 2. MINIMUM UNITS: \$50,000 MINIMUM, \$1000 PER UNIT.

3. USE OF FUND: FLIPPING RESIDENTIAL PROPERTIES IN LAS VEGAS.
4. RETURNS: 8 % PREFERRED PER ANNUL PAYS EVERY QUARTER, HEN AFTER ALL MONEY RETURNED TO INVESTORS, THE NET PROCEED SPLIT 75% TO INVESTORS AND 25 % TO MANAGER LLC.
5. WITHDRAW: NO WITHDRAW WITHIN 1ST 12 MONTH , AFTER THAT YOU CAN RESALE YOUR SHARE OR COMPANY WILL BUY IT BACK.

CLOSE OUT DATE: DEC. 31,2015

WHAT'S FLIPPING FUND?

Flipping Fund is established by Investro Investments Foundation. The fund will be investing on purchasing value increasing real estates in Las Vegas. Once reached the term, the property will be sold out. Profits will be put back into the fund for investing another property.

18. INVESTPRO INVESTMENTS I LLC is the business entity used by Lin for the Flipping Fund. Lin is the Chief Executive Officer of INVESTPRO INVESTMENTS I LLC.
19. INVESTPRO MANAGER LLC is the business entity used by Lin to present and solicit investors and funds to the Flipping Fund. INVESTPRO MANAGER LLC was also the project manager for renovation of the Subject Property as described below. Lin is the Chief Executive Officer of INVESTPRO MANAGER LLC.
20. Prior to the sale of the Subject Property, INVESTPRO MANAGER LLC performed as a general contractor without being licensed as a general contractor in that INVESTPRO MANAGER LLC identified scope of renovation, demolition, and construction work, managed the renovation, demolition, and construction work on the Subject Property from soliciting

- 1 subcontractors bids, evaluating bids from subcontractor, awarding contracts
2 to subcontractors, monitoring subcontractor work and paying
3 subcontractors, handypersons and unlicensed workers. INVESTPRO
4 MANAGER LLC contracted for extensive renovation, demolition, and
5 construction work on the Subject Property.
- 6 21. INVESTPRO MANAGER LLC was the project manager for the renovation
7 of the Subject Property.
- 8 22. Investpro was also the real estate broker in the sale, representing both the
9 buyer [WLAB] and the seller [TKNR].
- 10 23. TKNR and it's agent Investpro marketed and listed for sale.
- 11 24. Seller's Real Property Disclosure Form was prepared, presented and
12 initialed by Lin on or about August 7, 2017.
- 13 25. TKNR failed to disclose one or more known condition(s) that materially
14 affect(s) the value or use of the Subject Property in an adverse manner, as
15 required by NRS Chapter 113, in a particular NRS 113.130.
- 16 26. TKNR and it's agent Investpro marketed and listed the Subject Property
17 for sale.
- 18 27. Factual statements from the August 7, 2017 Seller Real Property Disclosure
19 Form (SRPDF) are set forth in Paragraph 31 and the subsections thereof
20 state whe the disclosures were either inadequate or false. The SRPDF
21 states that it was prepared, presented and initialed by Kenny Lin.
- 22 28. All work on the Subject Property which is complained of herein was
23 performed at the direction of INVESTPRO MANAGER LLC and Investpro,
24 as TKNR's agent. Further, all work on the Subject Property which is
25 complained of herein occurred within two years prior to the sale to Plaintiff
26 and while the Subject Property was under TKNR's ownership and
27 INVESTPRO MANAGER, LLC's control.
- 28 29. Since the Subject Property is a residential rental apartment, to protect

1 tenants and consumers, the applicable local building code requires all
2 renovation, demolition, and construction work must be done by licensed
3 contractors with permits and inspections to ensure compliance with the
4 Uniform Building Code [UBC].

5 30. INVESTPRO MANAGER LLC is not a Nevada licensed general
6 contractor.

7 31. Defendants Lin, Investpro, as TKNR's agent, TKNR, Wong and
8 INVESTPRO MANAGER LLC, as the true owner of the Subject Property,
9 did not disclose any and all known conditions and aspects of the property
10 which materially affect the value or use of residential property in an adverse
11 manner, as itemized below.

- 12
- 13 a. SRPDF stated that Electrical System had no problems or defects.
14 The fact is that many new electric lines were added and many old
15 electric lines were removed by Investpro Manager LLC . The swamp
16 coolers that were removed were supplied by 110 volt power supply
17 lines. Investpro Manager LLC first added one 220v power supply line
18 for one new 5 ton heat pump package unit on one roof top area for
19 the whole building for Unit A. Unit B and Unit C.
20 Investro Manager, LLC then removed the one year old 5 ton heat
21 pump packaged unit from the roof top with power supply lines and
22 added two new 220v power supply lines for two new 2 ton heart pump
23 package units, one each for Unit B and Unit C.
24 Inestpro Manager, LLC then added one new 110 volt power supply
25 line for two window cooling units for Unit A. The electrical system
26 load for Unit A was increased due to the installation of two new
27 cooling units and required 100 amp service, but the electrical service
28 was not upgraded to 100 amp service from the existing 50 amp

1 service. Failure to upgrade the electrical service caused the fuses to
2 be blown out multiple times during the cooling seasons of 2018. The
3 tenants in Unit A could not use air conditioning units in cooling
4 seasons of 2018, causing Unit A to be uninhabitable until the Unit A
5 electrical supply panel was upgraded to 100 amp service.

6 All the electrical supply line addition and removal work were
7 performed without code required electrical load calculation, permits
8 and inspections. To save money, minimize flipping cost, minimize
9 flipping time, maximize flipping fund profits, Investpro Manager LLC
10 used unlicensed and unskilled workers to do the electrical work and
11 used low quality materials used inadequate electrical supply lines.
12 Further, to save money, minimize flipping cost, minimize flipping time,
13 maximize flipping fund profits, Investpro Manager LLC used
14 unskilled workers who did not know the UBC requirements to do the
15 electrical work. This substandard work may lead electrical lines to
16 overheat and cause fires in the attic when tenant electrical load is
17 high.

18 Further, to save money, minimize flipping cost, minimize flipping time,
19 maximize flipping fund profits, Investpro Manager LLC used
20 unskilled workers who did not know the UBC requirements to do the
21 electrical work. The outlets near the water faucets in kitchens,
22 bathrooms and laundry areas were not GFCI outlets as required by
23 the UBC.

- 24
25 b. SRPDF stated that Plumbing System had no problems or defects.
26 The fact is that that within two years prior to the sale to Plaintiff,
27 Investpro Manager LLC removed and plugged swamp cooler water
28 supply lines without UBC required permits and inspections. To save

1 money, minimize flipping cost, minimize flipping time, and maximize
2 flipping fund profits, Investpro Manager LLC used unlicensed and
3 unskilled workers who just plugged high pressure water supply lines
4 at rooftop instead of at ground level and who did not remove the water
5 supply lines on top of the roof, inside the attic and behind the drywall.
6 In cold winter, the high pressure water line which was left inside the
7 building may freeze and break the copper line and lead flooding in the
8 whole building.

9 Further, to save money, minimize flipping cost, minimize flipping time,
10 and maximize flipping fund profits, Investpro Manager LLC used
11 unlicensed and unskilled workers to remove and plug natural gas
12 lines for the natural gas wall furnaces without UBC required permits
13 and inspections.

14 Further, to save money, minimize flipping cost, minimize flipping time,
15 and maximize flipping fund profits, Investpro Manager LLC used
16 unlicensed and unskilled workers with little knowledge of natural gas
17 pipe connection requirements. The unlicensed and unskilled workers
18 used the wrong sealing materials and these sealing materials may
19 degrade and lead to natural gas leaks and accumulation inside the
20 drywall and the attic which may cause an explosion or fire.

21 Further, to save money, minimize flipping cost, minimize flipping time,
22 and maximize flipping fund profits, Investpro Manager LLC used
23 unlicensed and unskilled workers to completely renovate all three
24 bathrooms in the Subject Property without UBC required permits and
25 inspections. Some faucets and connections behind tile walls and
26 drywall leak and are causing moisture conditions behind tile walls and
27 drywalls.
28

1 c. SRPDF stated that Sewer System and line had no problems or
2 defects.

3 The subject property was built in 1954. Clay pipes were used at that
4 time for sewer lines. Before the sale, within few days after tenants
5 moved into apartment Unit B, they experienced clogged sewer line
6 which caused the bathrooms to be flooded. The tenants called
7 Investpro to ask them to fix the clogged pipes and address the
8 flooding issues. After this report, Investpro asked tenants to pay to
9 hire plumber to snake the sewer line. After tenants threatened to call
10 the Las Vegas code enforcement office, to save money, minimize
11 flipping cost, minimize flipping time, and maximize flipping fund
12 profits, Investpro used unlicensed and unskilled workers to snake the
13 clay sewer pipes. Licensed contractors must be hired to snake sewer
14 pipes as code required. This approach to clearing the clog may
15 break the clay sewer pipes and cause future tree root grown into
16 sewer lines and clogs in sewer lines.

17
18 d. SRPDF stated that Heating System had problems or defects.

19 No full explanation was provided, as required. Investro Manager, LLC
20 disabled natural gas heating system without UBC required permits
21 and inspections. To save money, minimize flipping cost, minimize
22 flipping time, and maximize flipping fund profits, Investpro Manager
23 LLC used unlicensed and unskilled workers with little knowledge
24 about natural gas pipe connection requirements. They used the
25 wrong sealing materials and these sealing materials may degrade and
26 lead to a natural gas leak inside the drywall and the attic and may
27 cause an explosion or fire.

28 Further, Investpro Manager LLC installed two electrical heat pump

1 heating systems without UBC required permits and inspections for
2 Unit B and Unit C. The Unit A does not have an electrical heat pump
3 heating system nor a natural gas wall furnace heating system now.
4 Unit A has to use portable electrical heaters.

- 5
- 6 e. SRPDF stated that the Cooling System had problems or defects
7 No full explanation was provided, as required. Investro Manager, LLC
8 removed old swamp cooler systems without UBC required permits and
9 inspections. To save money, minimize flipping cost, minimize flipping
10 time, and maximize flipping fund profits, Investpro used unlicensed
11 and unskilled workers to disconnect water supply lines, cover swamp
12 cooler ducting holes, and disconnect 110V electrical supply lines.
13 Further, as early as March of 2016, Investro Manager, LLC hired Air
14 Supply Cooling to install one five ton new heat pump package unit
15 with new rooftop ducting systems on one roof area to supply cooling
16 and heating air to the whole building consisting of Unit A, Unit B and
17 Unit C without UBC required weight load and wind load calculations,
18 permits and inspections. The five ton heat pumps package unit was
19 too big, too heavy and had control problems. To save money,
20 minimize flipping cost, minimize flipping time, and maximize flipping
21 fund profits, Investpro Manager LLC also used unlicensed and
22 unskilled workers to remove the one year old five ton heat pump
23 package unit with ducting system without UBC required permits and
24 inspections. All of this work was done without UBC required
25 structural calculation, permits and inspections.
26 Further, in early June, 2017, Investro Manager, LLC hired The AIR
27 TEAM to install two new two ton heat pump package units, one each
28 for Unit B and Unit C. Invespro Manager, LLC also used unlicensed

1 and unskilled workers to install two window cooling units in Unit A's
2 exterior walls. All of the above work was done without UBC required
3 permits and inspections.

4 Further, to save money, minimize flipping cost, minimize flipping time,
5 and maximize flipping fund profits, Investro Manager, LLC did not
6 replace the old, uninsulated swamp cooler ducts with new insulated
7 HVAC ducts as the UBC required. This resulted in the heat pump
8 package units being overloaded and damaged during cooling season
9 because cool air was heated by uninsulated attic hot air before
10 delivering the cooled air to the rooms. The old, uninsulated swamp
11 cooler ducts were also rusted and leaked due to high moisture air
12 from the bathroom vent fans and the clothes washer/dryer
13 combination unit exhaust vents. The heat pumps would run all the
14 time but still could not cool the rooms.

15
16 f. SRPDF stated that Smoker detector had no problems or defects
17 During Plaintiff's inspection at August 10, 2017 afternoon, some
18 smoke detectors were missing.

19
20 g. SRPDF stated that no Previous or current moisture conditions and or
21 water damage.

22 To save money, minimize flipping cost, minimize flipping time, and
23 maximize flipping fund profits, Investro Manager, LLC used
24 unlicensed and unskilled workers to vent high moisture bathroom fan
25 exhaust and washer/dryer combination unit exhaust into the ceiling
26 attic area instead of venting outside the building roof without UBC
27 required permits and inspections. The improper ventings caused high
28 moisture conditions in ceiling attic and water damages in ceiling and

1 attic. The high moisture conditions in the ceiling attic destroyed ceiling
2 attic insulations, damaged the roof decking, damaged roof trusses
3 and damaged roof structure supports.

4 To saving money, minimize flipping cost, minimize flipping time, and
5 maximize flipping fund profits, Investpro Manager LLC used
6 unlicensed and unskilled workers to complete renovation to all three
7 bathrooms without UBC required permits and inspections. Some
8 faucets and connections behind tile walls and drywall leaks and
9 caused moisture conditions behind tile walls and drywalls.

10
11 h. SRPDF stated that there was no structure defect.

12 Investpro Manager LLC added one new five ton heat pump package
13 unit with ducting systems on the one roof top area for the whole
14 building in early March, 2016 without UBC required weight load and
15 wind load calculation, permits and inspections. Due to the five ton
16 heat pump package unit being too big, too heavy and having control
17 problems to save money, minimize flipping cost, minimize flipping
18 time, and maximize flipping fund profits, Investro Manager, LLC used
19 unlicensed and unskilled workers to remove the one year old five ton
20 heat pump package unit with part of the ducting system again without
21 UBC required permits and inspections. Investpro Manager LLC
22 added two new two ton heat pump package units on the two roof top
23 areas for Unit B and Unit C with new ducting systems without UBC
24 required weight load and wind loan calculation, permits and
25 inspections.

26 Further, to save money, minimize flipping cost, minimize flipping time,
27 and maximize flipping fund profits, Investpro Manager LLC used
28 unlicensed and unskilled workers to open two new window holes on

1 exterior walls for two window cooling units in Unit A without UBC
2 required structure calculation, permits and inspections. This work
3 damaged the building structure.

4 Further, the moisture condition behind tile walls and drywall due to
5 faucets leaking damaged the building structure.

6 Further, Investpro Manager LLC's unlicensed and unskilled workers
7 used the space between two building support columns as a duct to
8 vent high moisture exhaust from the washer/dryer combination unit
9 exhaust vent from Unit A without UBC required permits and
10 inspections and this damaged the building structure.

11 The recent inspection of the exterior wall found multiple cracks which
12 indicates structural problems caused by the heavy load on the roof.

- 13
14 i. SRPDF marked Yes and NO for construction, modification,
15 alterations or repairs made without required state, city or county
16 building permits.

17 Defendants Lin, Investpro, as TKNR's agent, TKNR, and Wong did
18 not provide detailed explanations. All renovation, demolition, and
19 construction work was done by Investpro Manager LLC using
20 unlicensed, and unskilled workers without UBC required weight load
21 and wind load calculations, permits and inspections.

- 22
23 j. SRPDF stated that there were not any problems with the roof.

24 The roof of the Subject Property was damaged by changing roof top
25 HVAC units and ducting systems multiple times from October, 2015
26 to June, 2017. Investpro Manager LLC removed the existing swamp
27 coolers from roof top and covered the swamp coolers ducting holes.
28 Investpro Manager LLC added a five ton heat pump package unit with

1 a new ducting system on one roof top area in March, 2016.

2 Investpro the removed the one year old five ton heat pump package
3 unit with part of the ducting system from the one roof top area in June,
4 2017. Then Investpro Manager LLC added two two ton heat pump
5 package units on the two roof top areas in June, 2017. The work
6 damaged the roof of the Subject Property to such an extent that when
7 it rains the roof leaks. All of this renovation, demolition, and
8 construction work was done without UBC required weight load and
9 wind load calculations, permits and inspections and this damaged the
10 building roof structure.

11
12 k. SRPDF stated that no there were not any fungus or mold problems.
13 To save money, minimize flipping cost, minimize flipping time, and
14 maximize flipping fund profits, Investpro Manager LLC vented the
15 bathroom high moisture fans and the washer/dryer combination unit
16 exhaust vents into the ceiling and attic without venting outside of the
17 roof. All of this renovation, demolition, and construction work was
18 done without UBC required permits and inspections and this damaged
19 the building structure. After the purchase of the Subject Property,
20 Plaintiff discovered black color fungus mold was found inside ceiling
21 and attic.

22
23 l. SRPDF stated that there were not any other conditions or aspects of
24 the property which materially affect its value or use in an adverse
25 manner.

26 i. Problems with flooring.

27 To save money, minimize flipping cost, minimize flipping time,
28 and maximize flipping fund profits, Investpro Manager LLC

1 used unlicensed and unskilled workers to lay low quality cheap
2 ceramic tiles on the loose sandy ground rather than on a
3 strong, smooth, concrete floor base. Within few months after
4 tenants moving into the Subject Property, mass quantities of
5 floor ceramic tiles cracked and the floor buckled. These
6 cracked ceramic tiles may cut tenants' toes and create a trip
7 and fall hazard. These are code violations had to be repaired
8 before the units could be rented to tenants. The plaintiff has to
9 spend lot money to replace all ceramic tile floor in Unit C with
10 vinyl tile floor.

11 ii. Problems with the land/foundation.

12 Within few months after tenants moved into the Subject
13 Property in 2017, large quantities of floor tiles cracked and the
14 floor buckled. This indicated that there may have foundation
15 problems likely due to heavy loads by the new HVAC systems
16 and the venting of moisture into the ceiling and attic. Too much
17 weight loads on the walls caused exterior wall cracking.

18 iii. Problems with closet doors.

19 To save money, minimize flipping cost, minimize flipping time,
20 and maximize flipping fund profits, Investpro Manager LLC
21 used unlicensed and unskilled workers to install closet doors
22 with poor quality for Unit C, all closet doors fell down in three
23 months after tenant move into Unit C.

- 24
25 32. Plaintiff discovered the multiple defects and false or inaccurate statements,
26 as set forth above, after purchasing the property on December 15, 2017,.
27 33. After selling the property to Plaintiff, TKNR filed a dissolution with the State
28 of California in September, 2018 and it is unknown at this time to whom

TKNR disbursed its assets in the dissolution.

34. The assets distributed by TKNR as part of it's dissolution were all of TKNR's assets and were disbursed with the intent to default Plaintiff..

35. Investpro Investments I LLC filed a dissolution with the State of Nevada on January 28, 2019, after the initial Complaint was served. It is unknown at this time to whom Investpro Investments I LLC disbursed its assets in the dissolution.

36. The assets distributed by Investpro Investments I LLC as part of it's dissolution were all of Investpro Investments I LLC's assets and were disbursed with the intent to defraud Plaintiff.

FIRST CAUSE OF ACTION - RECOVERY UNDER NRS CHAPTER 113
[Defendants TKNR, Wong, and INVESTPRO MANAGER LLC]

37. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

38. Due to the false or inaccurate statements of TKNR, Wong, and INVESTPRO MANAGER LLC as the true owner of the Subject Property, and/or the failure to disclose the defects set forth above prior to the sale to Plaintiff, Plaintiff has been damaged in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), which amount will be set forth and proven at the time of trial.

39. Pursuant to NRS Chapter 113, Plaintiff is entitled to recover from TKNR, Wong and INVESTPRO MANAGER LLC treble the amount necessary to repair or replace the defective part of the property, together with court costs and reasonable attorney's fees.

40. It has been necessary for Plaintiff to retain the services of an attorney and to

1 incur other court costs to prosecute this action. Defendants should be
2 required to pay attorneys' fees and costs incurred by Plaintiff in this action.

3 41. Due to the violation of the requirements of NRS Chapter 113 by TKNR,
4 Wong and INVESTPRO MANAGER LLC, as set forth above prior to the sale
5 to Plaintiff, Plaintiff has been damaged in an amount in excess of Fifteen
6 Thousand Dollars (\$15,000.00), which amount will be set forth and proven
7 at the time of trial.

8
9 SECOND CAUSE OF ACTION - CONSTRUCTIVE FRAUD

10 [Defendants Investpro, Nickrandt and Chen]
11

12 42. Plaintiff realleges and incorporates herein all of the allegations previously
13 made in all previous paragraphs as though fully set forth herein.

14 43. Plaintiff was in a fiduciary or confidential relationship with Investpro,
15 Nickrandt and Chen for the purchase of the Subject Property.

16 44. Investpro, Nickrandt and Chen's representations set forth above were
17 deceptive or violated the confidence placed in them by Plaintiff.

18 45. Plaintiff reasonably relied on Investpro, Nickrandt and Chen's deceptive
19 representations set forth above or the expected disclosures from Investpro,
20 Nickrandt and Chen, which they did not provide.

21 46. Due to the constructive fraud of Investpro, Nickrandt and Chen set forth
22 above prior to the sale to Plaintiff, Plaintiff has been damaged in an amount
23 in excess of Fifteen Thousand Dollars (\$15,000.00), which amount will be
24 set forth and proven at the time of trial.

25 47. It has been necessary for Plaintiff to retain the services of an attorney and to
26 incur other court costs to prosecute this action. Defendants Investpro,
27 Nickrandt and Chen should be required to pay attorneys' fees and costs
28

1 incurred by Plaintiff in this action.

2
3 THIRD CAUSE OF ACTION - COMMON LAW FRAUD

4 [Defendants Investpro, INVESTPRO MANAGER LLC , TKNR, Wong and Lin]

5
6 48. Plaintiff realleges and incorporates herein all of the allegations previously
7 made in all previous paragraphs as though fully set forth herein.

8 49. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin
9 made misrepresentations of material fact regarding the Subject Property to
10 Plaintiff, as set forth above.

11 50. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin
12 had knowledge of the misrepresentations of material fact regarding the
13 Subject Property to Plaintiff, as set forth above.

14 51. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin
15 intended to defraud Plaintiff.

16 52. Plaintiff reasonably relied on the misrepresentations of material fact
17 regarding the Subject Property made by Defendants Investpro, INVESTPRO
18 MANAGER LLC, TKNR, Wong and Lin.

19 53. Due to the the misrepresentations of material fact regarding the subject
20 property made by Defendants Investpro, INVESTPRO MANAGER LLC,
21 TKNR, Wong and Lin set forth above prior to the sale to Plaintiff, Plaintiff
22 has been damaged in an amount in excess of Fifteen Thousand Dollars
23 (\$15,000.00), which amount will be set forth and proven at the time of trial.

24 54. It has been necessary for Plaintiff to retain the services of an attorney and to
25 incur other court costs to prosecute this action. Defendants Investpro,
26 INVESTPRO MANAGER LLC, TKNR, Wong and Lin should be required to
27 pay attorneys' fees and costs incurred by Plaintiff in this action.
28

1 FOURTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

2 [Defendants TKNR, INVESTPRO MANAGER LLC , Wong, Investpro and Lin]

3
4 55. Plaintiff realleges and incorporates herein all of the allegations previously
5 made in all previous paragraphs as though fully set forth herein.

6 57. Defendant TKNR, through it's agents, Wong, Investpro, INVESTPRO
7 MANAGER LLC, and Lin made misrepresentations of material fact
8 regarding the Subject Property, as set forth above.

9 58. Defendant Wong is the alter ego of TKNR.

10 59. Defendants' actions constitute Fraudulent Inducement because :

11 (1) A false representation(s) was/were made to Plaintiff as set forth above;

12 (2) Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO
13 MANAGER LLC, and Lin had knowledge or belief that, as set forth above,
14 the representations were false or they had knowledge that they had
15 insufficient basis for making the representation;

16 (3) Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO
17 MANAGER LLC, and Lin intended to induce Plaintiff to complete the
18 purchase of the Subject Property;

19 (4) Plaintiff justifiably relied upon the misrepresentation of TKNR, through
20 it's agents, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin; and

21 (5) Plaintiff suffered damages resulting from such reliance.
22

23 60. Plaintiff has been damaged as a result of the fraudulent inducement of
24 TKNR, through it's agents, Wong, Investpro, INVESTPRO MANAGER LLC,
25 and Lin .

26 62. Due to the fraudulent concealment of material fact regarding the Subject
27 Property by

28 Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO

MANAGER LLC, and Lin as set forth above prior to the sale to Plaintiff, Plaintiff has been damaged in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), which amount will be set forth and proven at the time of trial.

63. It has been necessary for Plaintiff to retain the services of an attorney and to incur other court costs to prosecute this action. Defendants TKNR, Investpro, Investpro Manager LLC, and Lin should be required to pay attorneys' fees and costs incurred by Plaintiff in this action.

FIFTH CAUSE OF ACTION : FRAUDULENT CONCEALMENT

[Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin]

64. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

65. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin concealed or suppressed material facts as set forth above.

66. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin were under a duty to disclose the concealed facts.

67. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin intentionally concealed or suppressed the concealed facts with the intention of defrauding Plaintiff.

68. Plaintiff did not know about the concealed facts and would have acted differently had they known.

69. Due to the concealment of material facts regarding the Subject Property made by

Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin as set forth above prior to the sale to Plaintiff, Plaintiff has been

1 damaged in an amount in excess of Fifteen Thousand Dollars (\$15,000.00),
2 which amount will be set forth and proven at the time of trial.

3 70. It has been necessary for Plaintiff to retain the services of an attorney and to
4 incur other court costs to prosecute this action. Defendants TKNR, Wong,
5 Investpro, INVESTPRO MANAGER LLC, and Lin should be required to pay
6 attorneys' fees and costs incurred by Plaintiff in this action.

7
8 SIXTH CAUSE OF ACTION - BREACH OF FIDUCIARY DUTY

9 [Defendants Investpro and Nickrandt and Chen]
10

11 71. Plaintiff realleges and incorporates herein all of the allegations previously
12 made in all previous paragraphs as though fully set forth herein.

13 72. Defendants Investpro and Nickrandt and Chen owed a fiduciary duty to the
14 Plaintiff in acting as the real estate agent and/or broker for the Plaintiff.

15 73. Defendants Investpro and Nickrandt and Chen breached duties owed as a
16 fiduciary because Defendants Investpro and Nickrandt and Chen failed to
17 meet their duties owed to the Plaintiff, including without limitation, a duty to
18 conduct their obligations in a reasonable and customary manner consistent
19 with local standards, a duty to honestly inform the Plaintiff of the status and
20 facts of the purchases and sales, and a duty to meet their obligations as
21 agreed to in acting as a real estate agent and/or broker.

22 74. As a direct and proximate result of Plaintiff's reliance upon Defendants
23 Investpro and Nickrandt and Chen in acting as their fiduciary, Plaintiff has
24 suffered and will suffer general and consequential damages in excess of ten
25 thousand dollars (\$15,000), exclusive of costs and interest, in an amount to
26 be determined according to proof adduced at trial.

27 75. Plaintiff has further been required to retain the services of an attorney to
28

1 prosecute this action on its behalf, and as such are entitled to attorney's
2 fees and costs incurred in prosecuting this matter.

3
4 ///

5 SEVENTH CAUSE OF ACTION - RICO

6 [Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
7 INVESTMENTS I LLC]
8

9 76. Plaintiff realleges and incorporates herein all of the allegations previously
10 made in all previous paragraphs as though fully set forth herein.

11 77. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
12 INVESTMENTS I LLC engaged in criminal enterprise under the guise of a
13 real estate investment fund, the Flipping Fund, to commit fraud on Plaintiff
14 and at least one other individual by engaging in criminal activity by
15 contracting and managing renovation projects for the Subject Property, and
16 other properties, without a license.

17 78. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
18 INVESTMENTS I LLC engaged in criminal enterprise under the guise of a
19 real estate investment fund, the Flipping Fund, to commit fraud on Plaintiff
20 and at least one other individual by engaging in criminal activity by soliciting
21 money and running the Flipping Fund without a federal license from the
22 Security and Exchange Commission or a state license from the state of
23 Nevada.

24 79. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
25 INVESTMENTS I LLC used the proceeds of the above described activity to
26 purchase assets including, but not limited to, membership interest in TKNR.

27 80. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
28

INVESTMENTS I LLC used the proceeds of the above described activity to pay Flipping Fund investors a promised 23.69% compound rate.

81. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO INVESTMENTS I LLC used the proceeds of the above described activity to generate sales commissions for Investpro.

82. As a direct and proximate result of the actions of Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO INVESTMENTS I LLC, Plaintiff has suffered and will suffer general and consequential damages in excess of ten thousand dollars (\$15,000), exclusive of costs and interest, in an amount to be determined according to proof adduced at trial.

83. Plaintiff has further been required to retain the services of an attorney to prosecute this action on its behalf, and as such are entitled to attorney's fees and costs incurred in prosecuting this matter.

EIGHTH CAUSE OF ACTION - DAMAGES UNDER NRS 645.257(1)

[Defendant Chen, Lin, Investpro and Nickrandt]

84. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

85. At all relevant times Investpro was the real estate broker for the purchase and sale of the Subject Property.

86. Investpro represented both the buyer and the seller in the transaction.

87. At all relevant times Chen was the employee or agent of Investpro.

88. At all relevant times Lin was the employee or agent of Investpro.

89. At all relevant times Nickrandt was the licensee of Investpro.

90. NRS 645.252(1)(a) imposes a duty on a "licensee acting as agent in real estate transaction" to disclose to Plaintiff "Any material and relevant facts,

1 data or information which the licensee knows, or which by the exercise of
2 reasonable care and diligence should have known, relating to the property
3 which is the subject of the transaction.”

4 91. The facts of the renovation project on the Subject Property set forth in
5 Paragraph 31 were material and relevant facts, data or information which
6 Chen knew, or which by the exercise of reasonable care and diligence
7 should have known.

8 92. Chen had an obligation under NRS 645.252(1)(a) to disclose the material
9 facts of the renovation project on the Subject Property as set forth in
10 Paragraph 31.

11 93. The facts of the renovation project on the Subject Property set forth in
12 Paragraph 31 were material and relevant facts, data or information which
13 Lin knew, or which by the exercise of reasonable care and diligence should
14 have known.

15 94. Lin had an obligation under NRS 645.252(1)(a) to disclose the material facts
16 of the renovation project on the Subject Property as set forth in Paragraph
17 31.

18 95. The facts of the renovation project on the Subject Property set forth in
19 Paragraph 31 were material and relevant facts, data or information which
20 Nickrandt knew, or which by the exercise of reasonable care and diligence
21 should have known.

22 96. Nickrandt had an obligation under NRS 645.252(1)(a) to disclose the
23 material facts of the renovation project on the Subject Property as set forth
24 in Paragraph 31.

25 97. Chen did not disclose the material facts of the renovation project on the
26 Subject Property as set forth in Paragraph 31 to Plaintiff.

27 98. Lin did not disclose the material facts of the renovation project on the
28 Subject Property as set forth in Paragraph 31 to Plaintiff.

1 99. Nickrandt did not disclose the material facts of the renovation project on the
2 Subject Property as set forth in Paragraph 31 to Plaintiff.

3 100. Plaintiff seeks judgment for actual damages against Chen pursuant to NRS
4 645.257(1).

5 101. Plaintiff seeks judgment for actual damages against Lin pursuant to NRS
6 645.257(1).

7 102. Plaintiff seeks judgment for actual damages against Nickrandt pursuant to
8 NRS 645.257(1).

9
10 NINTH CAUSE OF ACTION - FAILURE TO SUPERVISE, INADEQUATE
11 TRAINING AND EDUCATION

12 [Defendant Investpro, Zhang, and Nickrandt]
13

14 103. Plaintiff realleges and incorporates herein all of the allegations previously
15 made in all previous paragraphs as though fully set forth herein.
16

17 104. At all relevant times Lin and Chen were the employees or agents of
18 Investpro.

19 Nickrandt is the licensee of Investpro and Zhang is a manager of Investpro.

20 105. Investpro, Zhang, and Nickrandt failed to supervise their employees or
21 agents, Lin and Chen.

22 106. Investpro, Zhang, and Nickrandt failed to adequately train their employees
23 or agents, Lin and Chen to ensure that they complied with the law.

24 107. Investpro, Zhang, and Nickrandt failed to adequately educate their
25 employees or agents, Lin and Chen to ensure that they complied with the
26 law.

27 108. As a direct and proximate result of the actions of Defendants Investpro,
28 Zhang, and Nickrandt failure to supervise, adequately train or adequately

1 educate their employees or agents, Lin and Chen Plaintiff has suffered and
2 will suffer general and consequential damages in excess of ten thousand
3 dollars (\$15,000), exclusive of costs and interest, in an amount to be
4 determined according to proof adduced at trial.

5 109. Plaintiff has further been required to retain the services of an attorney to
6 prosecute this action on its behalf, and as such are entitled to attorney's
7 fees and costs incurred in prosecuting this matter.

8
9 TENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

10 [As to TKNR, Doe Defendants 6 - 10 and Roe Defendants XI - XX]

11
12 110. Plaintiff realleges and incorporates herein all of the allegations previously
13 made in all previous paragraphs as though fully set forth herein.

14 111. TKNR dissolved and transferred all of its assets to Doe Defendants 6 - 10
15 and/or Roe Defendants XI - XX

16 113. TKNR transferred all of it's assets to Doe Defendants 6 - 10 and Roe
17 Defendants XI - XX

18 (a) With actual intent to hinder, delay or defraud Plaintiff; or

19 (b) Without receiving a reasonably equivalent value in exchange for the
20 transfer or obligation, and TKNR:

21
22 (1) Was engaged or was about to engage in a business or a
23 transaction for which the remaining assets of the debtor were
24 unreasonably small in relation to the business or transaction; or

25 (2) Intended to incur, or believed or reasonably should have believed
26 that the TKNR would incur, debts beyond its ability to pay as they
27 became due.

28 114. Due to the actions of TKNR described above, Plaintiff seeks a declaratory

1 order attaching any judgment against TKNR to Doe Defendants 6 - 10
2 and/or Roe Defendants XI - XX.

3
4 ELEVENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

5 [As to INVESTPRO INVESTMENTS I LLC, Doe Defendants 10 - 15 and Roe
6 Defendants XXI - XXX]

7
8 115. Plaintiff realleges and incorporates herein all of the allegations previously
9 made in all previous paragraphs as though fully set forth herein.

10 116. Investpro Investments I LLC dissolved and transferred all of its assets to
11 Doe Defendants 11 - 15 and/or Roe Defendants XXI - XXX

12 117. Investpro Investments I LLC transferred all of it's assets to Doe Defendants
13 11-15 and Roe Defendants XXI -XXX

14 (a) With actual intent to hinder, delay or defraud Plaintiff; or

15 (b) Without receiving a reasonably equivalent value in exchange for the
16 transfer or obligation, to INVESTPRO INVESTMENTS I LLC :

17 (1) Was engaged or was about to engage in a business or a
18 transaction for which the remaining assets of the debtor were
19 unreasonably small in relation to the business or transaction; or

20 (2) Intended to incur, or believed or reasonably should have believed
21 that INVESTPRO INVESTMENTS I LLC would incur, debts beyond
22 its ability to pay as they became due.
23

24 118. Due to the actions of INVESTPRO INVESTMENTS I LLC described above,
25 Plaintiff seeks a declaratory order attaching any judgment against
26 INVESTPRO INVESTMENTS I LLC to Doe Defendants 11-15 and/or Roe
27 Defendants XXI - XXX.
28

1 TWELVETH CAUSE OF ACTION : CIVIL CONSPIRACY

2 [As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR,
3 INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC]
4

5 119. Plaintiff realleges and incorporates herein all of the allegations previously
6 made in all previous paragraphs as though fully set forth herein.

7 120. All, or some combination of, Defendants MAN CHAU CHENG, Lin,
8 Investpro, Wong, TKNR, INVESTPRO INVESTMENTS I LLC and
9 INVESTPRO MANAGER LLC engaged in concerted action.

10 121. The concerted action engaged in by all, or some combination of, Defendants
11 MAN CHAU CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO
12 INVESTMENTS I LLC and INVESTPRO MANAGER LLC was intended to
13 accomplish an unlawful objective for the purpose of harming another.

14 122. Plaintiff was damaged by the act or acts of Defendants MAN CHAU
15 CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO INVESTMENTS I LLC
16 and INVESTPRO MANAGER LLC and Plaintiff has suffered and will suffer
17 general and consequential damages in excess of ten thousand dollars
18 (\$15,000), exclusive of costs and interest, in an amount to be determined
19 according to proof adduced at trial.

20 123. Plaintiff has further been required to retain the services of an attorney to
21 prosecute this action on its behalf, and as such are entitled to attorney's
22 fees and costs incurred in prosecuting this matter.
23

24
25 THIRTEENTH CAUSE OF ACTION - BREACH OF CONTRACT

26 [As to Defendant Investpro]
27

28 124. Plaintiff realleges and incorporates herein all of the allegations previously

- 1 made in all previous paragraphs as though fully set forth herein.
- 2 125. At all relevant times Investpro was the real estate broker for the purchase
3 and sale of the Subject Property.
- 4 126. By written contract, Investpro represented both the buyer and the seller in
5 the transaction.
- 6 127. Pursuant to NRS 645.252(1)(a) Investpro was required to disclose to
7 Plaintiff "Any material and relevant facts, data or information which the
8 licensee knows, or which by the exercise of reasonable care and diligence
9 should have known, relating to the property which is the subject of the
10 transaction."
- 11 128. Investpro breached it's contractual duties as it failed to disclose material
12 and relevant facts, data or information which Investpro knew, or which by
13 the exercise of reasonable care and diligence should have known, relating
14 to the Subject Property.
- 15 129. Plaintiff was damaged by the act or acts of Investpro and Plaintiff has
16 suffered and will suffer general and consequential damages in excess of ten
17 thousand dollars (\$15,000), exclusive of costs and interest, in an amount to
18 be determined according to proof adduced at trial.
- 19 130. Plaintiff has further been required to retain the services of an attorney to
20 prosecute this action on its behalf, and as such are entitled to attorney's
21 fees and costs incurred in prosecuting this matter.
- 22

23 FOURTEENTH CAUSE OF ACTION - BREACH OF IMPLIED COVENANT OF
24 GOOD FAITH AND FAIR DEALING

25 [As to Defendant Investpro]

26

27

- 28 131. Plaintiff incorporates all previous paragraphs as though fully set forth

1 herein.

2 132. Every contract in Nevada has an implied covenant of good faith and fair
3 dealing which essentially forbids arbitrary, unfair acts by one party that
4 disadvantage the other.

5 133. As set forth Investpro breached the implied covenant of good faith and fair
6 dealing.

7 134. Plaintiff was damaged by the act or acts of Investpro and Plaintiff has
8 suffered and will suffer general and consequential damages in excess of ten
9 thousand dollars (\$15,000), exclusive of costs and interest, in an amount to
10 be determined according to proof adduced at trial.

11 135. Plaintiff has further been required to retain the services of an attorney to
12 prosecute this action on its behalf, and as such are entitled to attorney's
13 fees and costs incurred in prosecuting this matter.

14
15 FIFTEENTH CAUSE OF ACTION : ABUSE OF PROCESS

16 [As to all Defendants]

17
18
19 136. Plaintiff incorporates all previous paragraphs as though fully set forth
20 herein.

21 137. Following service of the initial Complaint, Defendants willfully embarked on
22 a pattern and strategy of deception and delay with an ulterior purpose other
23 than resolving this legal dispute and used the legal process to implement
24 this strategy, all of which is not proper in the regular conduct of this legal
25 proceeding, with specific examples being set forth below.

- 26 a. Stating in their Answer filed March 19, 2019 that they "are without
27 knowledge or information sufficient to form a belief as to the truth of
28 the allegation" that the assets distributed by Investpro Investments I

1 LLC as part of it's dissolution in January, 2019 [after the Complaint
2 was served] were all of Investpro Investments I LLC's assets.
3 Defendants, including state in their Amended Answer filed _____,
4 2020 the same baseless statement about lack of knowledge or
5 information about Investpro Investments I LLC. In fact, their
6 Amended Answer filed _____ doesn't even have an answer filed by
7 Investpro Investments I LLC.

- 8 b. Failing to provide ANY disclosure or discovery for Investpro
9 Investments I LLC
- 10 c. Failing to provide ANY disclosure or discovery for INVESTPRO
11 MANAGER LLC.
- 12 d. Filing a frivolous Motion for Summary Judgment on January 7, 2019
13 before discovery had even commenced.
- 14 e. Filing a Counterclaim for Abuse of Process over twenty months after
15 the Amended Complaint.
- 16 f. Filing a Third-Party Complaint against a mechanical The Air Team,
17 LLC d/b/a the Air Team Heating and Cooling, a Nevada Limited
18 Liability Company over 23 months after attaching the invoice to their
19 frivolous Motion for Summary Judgment filed on January 7, 2019.
- 20 g. Filing a Motion to Enlarge Discovery Deadlines on October 15, 2020,
21 fifteen days before the close of discovery, when discovery deadlines
22 had already been extended on May 28, 2020 due to the corona virus
23 situation. Defendants' Motion to Enlarge Discovery Deadlines on
24 October 15, 2020 was filed without a meet and confer conference in
25 violation of EDCR 2.34(d), was filed later than 21 days before the
26 discovery cut-off date in violation of EDCR 2.35(a), and was filed
27 directly to the District Court Judge instead of "to the Discovery
28 Commissioner in strict accordance with EDCR 2.35" as required by

the trial order filed June 26, 2020

- h. Failing to disclose a rebuttal expert within the deadline.
 - i. Repeatedly falsely stating, while knowing of the falsity, that Plaintiff did not inspect the Subject Property, knowing that Plaintiff had inspected the Subject Property and had made demands for repairs.
 - j. Asserting that the opinion of Plaintiff's expert witness, Amin Sani, create a basis for Abuse of Process when Mr. Sani was (1) timely disclosed as Plaintiff's expert witness in compliance with all legal rules and procedures and (2) is solely expressing an honest opinion with his scope of expertise.
 - k. Defendants have failed to disclose insurance coverage, as required by NRCP 16.1(a)(1)(D).
 - l Defendants abuse of the legal system is ongoing and because of the ongoing nature of Defendants' action, Plaintiff have will seek leave to amend the complaint to add any additional actions taken by Defendants after they occur.
138. Defendants engaged in the above identified actions within this wsuit for (1) an ulterior purpose other than resolving a legal dispute, and (2) a willful act in the use of the legal process not proper in the regular conduct of the proceeding. Posadas v. City of Reno, 109 Nev. 448, 452, 851 P.2d 438, 441 42 (1993).
139. The delay tactics, repeated knowing false statements, and questionable discovery tactics by Defendants is abuse of process.
140. The use of false, misleading statements about Plaintiff's "expert" is abuse of process.
141. Stating that "suing the Property Manager / Broker agents despite the clear language in the RPA related to both liability and limitation of damages is abuse of process" when (1) the allegations against Defendants have

1 ALREADY been the subject of Defendants' Motion for Summary Judgment,
2 which was denied and (2) the allegations against the Property Manager /
3 Broker have been clearly set forth is abuse of process.

4 142. Additional areas of abuse of process have not been yet obtained byway of
5 discovery and, additionally, are ongoing. When additional information of
6 evidence of Defendants' abuse of process is obtained, Defendants will
7 disclose such information accordingly.

8 143. In order to prosecute this action, Plaintiff had to retain attorneys to represent
9 it, and it is entitled to fair and reasonable attorneys' fees associated with
10 protecting its rights.costs incurred as foreseeable damages arising from
11 tortious conduct of abuse of process; as such, these fees are considered
12 special damages and must be pleaded as special damages pursuant to
13 Nevada Rule of Civil Procedure 9(g). International Indus. v. United Mtg. Co.,
14 96 Nev. 150, 606 P.2d 163 (1980) (failure to plead damages precluded
15 recovery); City of Las Vegas v. Cragin Industries, 86 Nev. 933, 478 P.2d
16 585 (1970) (fees not properly pleaded in the complaint); Brown v. Jones, 5
17 Nev. 374 (1870) (complaint must allege with distinctness fees resulting only
18 from dissolution of injunction). Plaintiff specially pleads for attorneys' fees to
19 meet the requirements set forth by the Nevada Supreme Court. Young v.
20 Nevada Title Co., 103 Nev. 436, 438, 744 P.2d 902, 903 (1987). The
21 attorneys' fees are the natural and proximate consequence of the injurious
22 conduct specified herein. Peterson v. Wiesner, 62 Nev. 184, 146 P.2d 789
23 (1944) (failure to distinguish fees incurred in wrongful attachment action
24 from fees incurred in collateral criminal case resulted in denial of fees as
25 damages). It has been necessary for Plaintiff to retain the services of an
26 attorney to prosecute this action, and Plaintiff should therefore be entitled to
27 an award of reasonable attorney's fees and costs.
28

1 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 2
3 1. As to Defendant TKNR, Wong and INVESTPRO MANAGER LLC, pursuant
4 to NRS 113.150, judgment jointly and severally for treble the amount
5 necessary to repair or replace the defective part of the Subject Property,
6 which amount is in excess of Fifteen Thousand Dollars (\$15,000), plus court
7 costs and reasonable attorney's fees;
- 8 2. As to Defendants Investpro, Nickrandt and Chen, judgment jointly and
9 severally for compensatory damages in an amount in excess of Fifteen
10 Thousand Dollars (\$ 15,000.00) plus for exemplary and/or punitive damages
11 in the amount of three times the compensatory damages awarded; and
- 12 3. As to Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong
13 and Lin, judgment jointly and severally for compensatory damages in an
14 amount in excess of Fifteen Thousand Dollars (\$ 15,000.00) plus for
15 exemplary and/or punitive damages in the amount of three times the
16 compensatory damages awarded; and
- 17 4. As to Defendants Lin, Cheng, INVESTPRO MANAGER LLC and
18 INVESTPRO INVESTMENTS I LLC, pursuant to NRS 204.470, judgment
19 jointly and severally for treble Plaintiff's actual damages, which amount is in
20 excess of Fifteen Thousand Dollars (\$15,000), plus attorney's fees in the
21 trial and appellate courts and costs of investigation and litigation reasonably
22 incurred; and
- 23 5. As to Defendant Chen, pursuant to NRS 645.257(1) judgment for Plaintiff's
24 actual damages, which amount is in excess of Fifteen Thousand Dollars
25 (\$15,000); and
- 26 6. As to Defendant Lin, pursuant to NRS 645.257(1) judgment for Plaintiff's
27 actual damages, which amount is in excess of Fifteen Thousand Dollars
28 (\$15,000); and

- 1 7. As to Defendant Investpro, pursuant to NRS 645.257(1) judgment for
2 Plaintiff's actual damages, which amount is in excess of Fifteen Thousand
3 Dollars (\$15,000); and
- 4 8. As to Defendant Nickrandt, pursuant to NRS 645.257(1) judgment for
5 Plaintiff's actual damages, which amount is in excess of Fifteen Thousand
6 Dollars (\$15,000); and
- 7 9. As to Defendants Investpro, Zhang, and Nickrandt, judgment jointly and
8 severally Plaintiff's actual damages, which amount is in excess of Fifteen
9 Thousand Dollars (\$15,000); and
- 10 10. For a declaratory order attaching any judgment against TKNR to Doe
11 Defendants 6 - 10 and/or Roe Defendants XI - XX; and
- 12 11. For a declaratory order attaching any judgment against INVESTPRO
13 INVESTMENTS I LLC to Doe Defendants 11-15 and/or Roe Defendants XXI
14 - XXX; and
- 15 12. As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR,
16 INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC,
17 judgment jointly and severally for Plaintiff's actual damages, which amount
18 is in excess of Fifteen Thousand Dollars (\$15,000) plus for exemplary
19 and/or punitive damages in the amount of three times the compensatory
20 damages awarded; and
- 21 13. As to Defendant Investpro, judgment for Plaintiff's actual damages, which
22 amount is in excess of Fifteen Thousand Dollars (\$15,000); and
- 23 14. As to all Defendants, judgment jointly and severally, for it's attorney fees
24 and court costs due to Defendants' abuse of process, which amount is in
25 excess of Fifteen Thousand Dollars (\$15,000) plus for exemplary and/or
26 punitive damages in the amount of three times the compensatory damages
27 awarded; and
28

1 15. For such other and further relief as the Court may deem just and proper

2

3 /s/ Benjamin B. Childs

4 BENJAMIN B. CHILDS, ESQ.

5 Nevada Bar No. 3946

6 Attorney for Plaintiff

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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 W L A B Investment LLC,
Plaintiff(s)

CASE NO: A-18-785917-C

7
8 vs.

DEPT. NO. Department 14

9 TKNR Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/23/2020

16 Katherine MacElwain

kmacelwain@nevadafirm.com

17 Michael Matthis

matthis@mblnv.com

18 John Savage

jsavage@nevadafirm.com

19 BENJAMIN CHILDS

ben@benchilds.com

20 Nikita Burdick

nburdick@burdicklawnv.com

21 Michael Lee

mike@mblnv.com

22 Bradley Marx

brad@marxfirm.com

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

Burdick Law PLLC

Nikita R. Burdick Esq.
Nevada Bar No. 13384
6625 S. Valley View Blvd. Suite 232
Las Vegas, Nevada 89118
Telephone: (702) 481-9207
nburdick@burdicklawnv.com
Attorney for Defendants

**DISTRICT COURT
CLARK COUNTY, NEVADA**

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka
HELEN CHEN, an individual and YAN QIU
ZHANG, an individual, and INVESTPRO
LLC dba INVESTPRO REALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,
Defendants.

Case No.: A-18-785917-C

Dept. No.: 14

**RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGTORIES TO
DEFENDANT TKNR, INC.**

Pursuant to NRCP 34(b), Defendants, TKNR INC., a California Corporation, and CHI
ON WONG aka CHI KUEN WONG, an individual, and KENNY ZHONG LIN, aka KEN
ZHONG LIN aka KENNETH ZHONG LIN aka WHONG K. LIN aka CHONG KENNY LIN
aka ZHONG LIN, an individual, and LIWE HELEN CHEN aka HELEN CHEN, an individual

1 and YAN QIU ZHANG, an individual, and INVESTPRO LLC dba INVESTPRO REALTY, a
2 Nevada Limited Liability Company, and MAN CHAU CHENG, an individual, and JOYCE A.
3 NICKRANDT, an individual, and INVESTPRO INVESTMENTS LLC, a Nevada Limited
4 Liability Company, and INVESTPRO MANAGER LLC, a Nevada Limited Liability Company
5 and JOYCE A. NICKRANDT (hereinafter collectively “Defendants”) in this case hereby files
6 this Response to Plaintiff’s First Set of Interrogatories to Defendant TKNR, Inc by WLAB
INVESTMENT, LLC (hereinafter “Plaintiff”) as follows:

7 INTERROGATORY NO. 1:

8 Identify the person responding to these Interrogatories, including:

- 9 (a) Your full name, including any names you have ever been known;
10 (b) Your birth date and place of birth;
11 (c) Your social security number;
12 (d) All addresses for the last ten (10) years and the dates you resided at each address;
13 (e) Your position within TKNR, INC or the nature of your association with TKNR,
14 INC.

15 RESPONSE TO NO. 1:

16 Objection, this question contains multiple sub-parts and should really be considered five
17 interrogatories rather than one Request. Without waiving said objection, TKNR responds as
follows:

- 18 (a) Chi On Wong;
19

1 (b) March 26, 1973;

2 (c) 124-88-0639;

3 (d) 428 Carbonia Avenue, Walnut, California 91789

4 (e) CEO

5 INTERROGATORY NO. 2:

6 Identify each person with knowledge of information related to the events leading up to
7 the Subject Occurrence and/or involving the Subject Occurrence, including each person's
8 name, present address, present telephone number, email address, and a complete summary of
each person's knowledge of the information.

9 RESPONSE TO NO. 2:

10 Objection, overly broad and unduly burdensome to name each individual that might
11 have information regarding any of the events leading up to the Subject Occurrence. Objection
12 vague and ambiguous as to what events the Request is referring to, for instance is it limited to
13 the acquisition and sale of the property or all the allegations in the Complaint, even those based
14 upon conjecture. Objection, hearsay as Defendant TKNR cannot speak as to what personal
15 knowledge each individual has. TKNR can only indicate what role they played and the topics
16 that they might have information regarding. Without waiving said objection, Defendant TKNR
responds by incorporating is NRCP 16.1 Disclosure be reference.

17 1. PMK OF WLAB INVESTMENTS LLC C/O Bradley M. Marx 601 S. Rancho
18 Drive, Suite B14, Las Vegas, Nevada 89106 (702) 900-2541

1 Has information regarding the facts and circumstances of the sale of the subject
2 property, waiver of inspections and transactions between the Parties.

3 2. MARIE ZHU, C/O Bradley M. Marx 601 S. Rancho Drive, Suite B14, Las Vegas,
4 Nevada 89106 (702) 900-2541

5 Has information regarding the facts and circumstances of the sale of the subject
6 property, waiver of inspections and transactions between the Parties.

7 3. GILBERTO GONZALEZ, 75 N. Ronald Lane, Las Vegas, Nevada 89110 (702)
8 443-6150

9 Has information regarding simple services conducted at the Subject Property that a
10 handyman is permitted to perform.

11 4. HELEN CHEN, 3601 W. Sahara Ave., Suite 101, Las Vegas, Nevada 89102 (702)
12 970-7777

13 Has information regarding the facts and circumstances of the sale of the subject
14 property, waiver of inspections and transactions between the Parties.

15 5. MICHAEL PERRY, (702) 812-8357

16 Upon information and belief, he is the loan officer to the buyer, Plaintiff, for the Subject
17 Property and has information regarding the facts and circumstances of the sale of the subject
18 property, waiver of inspections and transactions between the Parties.

19 ///

///

1 6. FRANK MIAO, 2300 Sewanee Lane, Arcadia, California 91007 (310) 463-0377

2 Is the buyer of the Subject Property and owner of WLAB and has information regarding
3 the facts and circumstances of the sale of the subject property, waiver of inspections and
4 transactions between the Parties.

5 7. SABINA O'KEEFE, 3185 St. Rose Pkwy #100, Henderson, Nevada 89052 (702)
6 458-8888

7 Upon information and belief, she was the selling agent for Anthony Gault, for the
8 Subject Property and has information regarding the facts and circumstances of the potential
9 prior sale of the subject property, waiver of inspections and transactions between the Parties.

10 8. LYNNETTE MARRUJO, 8915 S. Pecos Road #7149, Henderson, Nevada 89074
11 (702) 873-7020

12 Upon information and belief, she was the escrow officer for the transaction involving
13 the Subject Property and has information regarding the facts and circumstances of the sale of
14 the subject property, waiver of inspections and transactions between the Parties.

15 9. YESSI MENDOZA, 8915 S. Pecos Rd. #7149, Henderson, Nevada 89074 (702)
16 872-7020

17 Upon information and belief, she was an escrow officer with Lynnette Marrujo, for the
18 transaction involving the Subject Property and has information regarding the facts and
19 circumstances of the sale of the subject property, waiver of inspections and transactions
between the Parties.

1 10. MONIQUE WILSON, 3570 Camino Del Rio N. Suite 100, San Diego, California
2 92108 (877) 799-1031

3 Upon information and belief, she is a Senior Exchange Administrator and has
4 information regarding the facts and circumstances of the sale of the subject property, waiver of
5 inspections and transactions between the Parties.

6 11. MARIA REYES, 4520 S. Pecos Rd. Suite 1, Las Vegas, Nevada 89121 (702) 453-
7 8000

8 Upon information and belief, she was the selling agent for Georgia Danas-Suarez and
9 Carlos Suarez, for the Subject Property and has information regarding the facts and
10 circumstances of the potential prior sale of the subject property, waiver of inspections and
11 transactions between the Parties.

12 12. ANTHONY GAULET

13 Upon information and belief, he was a previous buyer, who cancelled the transaction.
14 He is believed to have information regarding the facts and circumstances of the potential sale of
15 the subject property, waiver of inspections and transactions between the Parties.

16 13. GEORGIA DANAS-SUAREZ

17 Upon information and belief, she was a previous buyer, who cancelled the transaction.
18 She is believed to have information regarding the facts and circumstances of the potential sale
19 of the subject property, waiver of inspections and transactions between the Parties.

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1 14. CARLOS SUAREZ

2 Upon information and belief, he was a previous buyer, who cancelled the transaction.
3 He is believed to have information regarding the facts and circumstances of the potential sale of
4 the subject property, waiver of inspections and transactions between the Parties.

5 15. THE AIR TEAM, (702) 908-1766

6 Upon information and belief, this was the company that worked on the two-ton Air
7 Conditioning Unit at the Subject Property. The company is believed to have information
8 regarding the work conducted on the two-ton unit.

9 16. AIR SUPPLY COOLING, 3170 E. Sunset Road, Suite B, Las Vegas, Nevada
89120, (702) 688-9979

10 Upon information and belief, this was the company that worked on the five-ton Air
11 Conditioning Unit at the Subject Property. The company is believed to have information
12 regarding the work conducted on the five-ton unit.

13 Discovery is ongoing and Defendant TKNR reserves the right to supplement this response as
14 more information becomes available.

15 INTERROGATORY NO. 3:

16 Please set forth what individuals had authority to act in Your name with respect to the
17 Subject Property.

18 ///

19 ///

1 RESPONSE TO NO. 3:

2 INVESTPRO REALTY was TKNR Inc.'s (hereinafter "TKNR") property management
3 company and Zhong Lin (hereinafter "Lin") was his realtor. Both INVESTPRO REALTY and
4 LIN had the authority to act related to the Subject Property.

5 INTERROGATORY NO. 4:

6 Please describe how long You have owned rental property in Southern Nevada.

7 RESPONSE TO NO. 4:

8 TKNR has owned the rental property in Southern Nevada since September, 2015.

9 INTERROGATORY NO. 5:

10 Please describe other rental properties You own or have owned in Southern Nevada in
11 the last 5 years.

12 RESPONSE TO NO. 5:

13 TKNR owns 2131 Houston Drive, Las Vegas, Nevada 89104. WONG does not
14 currently own any other rental properties in Southern Nevada or has not in the last five years.

15 INTERROGATORY NO. 6:

16 Please identify any claims or lawsuits You have been a part of in the five years before
17 the Subject Occurrence to current.

18 RESPONSE TO NO. 6:

19 TKNR has not been part of any other claim or lawsuit in the past five years.

///

1 INTERROGATORY NO. 7:

2 Please identify the real estate agent that assisted You in the marketing or sale of the
3 Subject Property.

4 RESPONSE TO NO. 7:

5 The real estate agent that assisted TKNR in the marketing or sale of the Subject
6 Property was ZHONG LIN.

7 INTERROGATORY NO. 8:

8 Please describe all work performed on the heat pumps on the Subject Property for the
9 five years prior to the Subject Occurrence.

10 RESPONSE TO NO. 8:

11 Objection, vague and ambiguous as to what “heat pumps” the Request is referring to
12 and specifically what HVAC unit it is referring to. Without waiving said objection, a licensed
13 contractor installed a two-ton and five-ton unit and if the heat pump heating system was
14 replaced then it would have been done by the licensed contractor, which would have not
15 knowledge of what exactly was done. The invoices for both jobs were produced in the NRCP
16 16.1 disclosure and in response to the First Request for Production of Documents for Defendant
TKNR. The contractor that installed the two-ton unit is The Air Team and the contractor that
installed the five-ton unit is Air Supply Cooling.

17 Discovery is ongoing and Defendant TKNR reserves the right to supplement this response as
18 more information becomes available.

19 ///

1 INTERROGATORY NO. 9:

2 Please identify the person or company you contracted with to improve/ replace the
3 Subject Property's heat pumps.

4 RESPONSE TO NO. 9:

5 Objection, vague and ambiguous as to what "heat pumps" the Request is referring to
6 and specifically what HVAC unit it is referring to. Without waiving said objection, a licensed
7 contractor installed a two-ton and five-ton unit and if the heat pump heating system was
8 replaced then it would have been done by the licensed contractor, which would have not
9 knowledge of what exactly was done. The invoices for both jobs were produced in the NRCP
10 16.1 disclosure and in response to the First Request for Production of Documents for Defendant
11 TKNR. The contractor that installed the two-ton unit is The Air Team and the contractor that
12 installed the five-ton unit is Air Supply Cooling.

11 INTERROGATORY NO. 10:

12 Please describe all work performed on the Subject Property's window air conditioning
13 units.

14 RESPONSE TO NO. 10:

15 There was only one window simple wall unit that was replaced. It was not the
16 installation of an HVAC system. The wall unit was purchased at Home Depot and installed.

17 INTERROGATORY NO. 11:

18 Please identify the person or company You contracted with to improve/replace the
19 Subject Property's air conditioning pumps.

1 RESPONSE TO NO. 11:

2 Objection, vague and ambiguous as to what “air conditioning pumps” the Request is
3 referring to and specifically what HVAC unit it is referring to. Without waiving said objection,
4 a licensed contractor installed a two-ton and five-ton unit and if air conditioning pumps were
5 replaced then it would have been done by the licensed contractor, which would have not
6 knowledge of what exactly was done. The invoices for both jobs were produced in the NRC
7 16.1 disclosure and in response to the First Request for Production of Documents for Defendant
8 TKNR. The contractor that installed the two-ton unit is The Air Team and the contractor that
9 installed the five-ton unit is Air Supply Cooling.

10 Discovery is ongoing and Defendant TKNR reserves the right to supplement this
11 response as more information becomes available.

12 INTERROGATORY NO. 12:

13 Please identify the number and date for permits that were obtained for the electrical
14 system improvements to the Subject Property.

15 RESPONSE TO NO. 12:

16 No electrical system improvements were done on the Subject Property to the best of
17 TKNR’s knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
18 supplement this response as more information becomes available

19 INTERROGATORY NO. 13:

 Please identify the date that county and/or city inspections of the electrical system
improvements to the Subject Property took place.

1 RESPONSE TO NO. 13:

2 No electrical system improvements were done on the Subject Property to the best of
3 TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
4 supplement this response as more information becomes available

5 INTERROGATORY NO. 14:

6 Please describe how the swamp cooler lines at the Subject Property were turned
7 off/plugged. A complete response will include where in the line it was turned off/plugged.

8 RESPONSE TO NO. 14:

9 No work was done to the swamp cooler lines at the Subject Property to the best of
10 TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
11 supplement this response as more information becomes available

12 INTERROGATORY NO. 15:

13 Please identify the person or company You contracted with to turn off/plug he swamp;
14 cooler lines.

15 RESPONSE TO NO. 15:

16 No work was done to the swamp cooler lines at the Subject Property to the best of
17 TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
18 supplement this response as more information becomes available

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1 INTERROGATORY NO. 16:

2 Please identify the date that county and/or city inspections of the plumbing system
3 improvements to the Subject Property took place.

4 RESPONSE TO NO. 16:

5 No plumbing system improvements were done on the Subject Property to the best of
6 TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
7 supplement this response as more information becomes available

8 INTERROGATORY NO. 17:

9 Please describe how the natural gas lines were removed/plugged.

10 RESPONSE TO NO. 17:

11 No work was done on the natural gas lines to the best of TKNR's knowledge.
12 Discovery is ongoing and Defendant TKNR reserves the right to supplement this response as
13 more information becomes available

14 INTERROGATORY NO. 18:

15 Please identify the person or company You contracted with to remove/plug the natural
16 gas lines in the Subject Property.

17 RESPONSE TO NO. 18:

18 No work was done on the natural gas lines to the best of TKNR's knowledge. Discovery
19 is ongoing and Defendant TKNR reserves the right to supplement this response as more
information becomes available.

1 INTERROGATORY NO. 19:

2 Please identify the number and date for permits that were obtained for the plumbing
3 system improvements to the Subject Property.

4 RESPONSE TO NO. 19:

5 No plumbing system improvements were done on the Subject Property to the best of
6 TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
7 supplement this response as more information becomes available.

8 INTERROGATORY NO. 20:

9 Please describe how the swamp cooler systems were removed/plugged. Discovery is
10 ongoing and Defendant TKNR reserves the right to supplement this response as more
11 information becomes available.

12 RESPONSE TO NO. 20:

13 No work was done to the swamp cooler systems at the Subject Property to the best of
14 TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
15 supplement this response as more information becomes available.

16 INTERROGATORY NO. 21:

17 Please identify the person or company You contracted with to remove/plug the swamp
18 cooler system lines at the Subject Property.

19 ///

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1 RESPONSE TO NO. 21:

2 No work was done to the swamp cooler system lines at the Subject Property to the best
3 of TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
4 supplement this response as more information becomes available.

5 INTERROGATORY NO. 22:

6 Please identify the number and date for permits that were obtained for the air
7 conditioning system improvements to the Subject Property.

8 RESPONSE TO NO. 22:

9 Objection, vague and ambiguous, as it is unclear as to what air conditioning
10 improvements the Request is referring to and which HVAC unit it is referring to. Without
11 waiving said objection, both the two-ton and the five-ton air conditioning units were installed
12 by a licensed contractor and if any permits were required then the same contractor would have
13 obtained the permit. Defendant, TKNR is unaware if such permit was pulled as it would have
14 been done by the licensed contractor.

15 Discovery is ongoing and Defendant TKNR reserves the right to supplement this
16 response as more information becomes available.

17 INTERROGATORY NO. 23:

18 Please identify whether a load calculation was performed prior to installing a five-ton
19 air conditioning unit to the Subject Property.

///

///

1 RESPONSE TO NO. 23:

2 The licensed contractor that installed the air conditioning unit would have the
3 knowledge of what load calculation was utilized. Defendant TKNR is not aware what load
4 calculation was used.

5 Discovery is ongoing and Defendant TKNR reserves the right to supplement this
6 response as more information becomes available.

7 INTERROGATORY NO. 24:

8 Please identify the number and date for permits that were obtained for the installation of
9 a five-ton air conditioning unit to the Subject Property.

10 RESPONSE TO NO. 24:

11 The five-ton air conditioning unit was installed by a licensed contractor and if any
12 permits were required then the same contractor would have obtained the permit. Defendant,
13 TKNR is unaware if such permit was pulled as it would have been done by the licensed
14 contractor.

15 Discovery is ongoing and Defendant TKNR reserves the right to supplement this
16 response as more information becomes available.

17 INTERROGATORY NO. 25:

18 Please describe why the five-ton air conditioning unit, heat pump and ducting system,
19 were removed from the Subject Property.

///

1 RESPONSE TO NO. 25:

2 The first AC Company replaced one HVAC for all three units and it was impossible to
3 get all three tenants to agree on how to split the power bill. They also could not agree on the
4 temperature. Therefore, TKNR had to hire another AC Company to get the air conditioning
5 separated for each tenant so that they could enjoy their tenancy.

6 INTERROGATORY NO. 26:

7 Please identify whether a load calculation was performed prior to installing a two-ton
8 air conditioning unit to the Subject Property.

9 RESPONSE TO NO. 26:

10 The licensed contractor that installed the air conditioning unit would have the
11 knowledge of what load calculation was utilized. Defendant TKNR is not aware what load
12 calculation was used.

13 Discovery is ongoing and Defendant TKNR reserves the right to supplement this
14 response as more information becomes available.

15 INTERROGATORY NO. 27:

16 Please identify the number and date for permits that were obtained for the installation of
17 a two-ton air conditioning unit to the Subject Property.

18 RESPONSE TO NO. 27:

19 The two-ton air conditioning unit was installed by a licensed contractor and if any
permits were required then the same contractor would have obtained the permit. Defendant,

TKNR is unaware if such permit was pulled as it would have been done by the licensed contractor.

Discovery is ongoing and Defendant TKNR reserves the right to supplement this response as more information becomes available.

INTERROGATORY NO. 28:

Please identify whether a load calculation was performed prior to installing two air conditioning units and heat pump ducts to Unit A of the Subject Property.

RESPONSE TO NO. 28:

The licensed contractor that installed the air conditioning unit would have the knowledge of whether load calculation was performed. Defendant TKNR is not aware if a load calculation was performed.

Discovery is ongoing and Defendant TKNR reserves the right to supplement this response as more information becomes available.

INTERROGATORY NO. 29:

Please identify the number and date for permits that were obtained for the installation of two air conditioning units and heat pump ducts to Unit A the Subject Property.

RESPONSE TO NO. 29:

The two-ton and five-ton air conditioning units were installed by licensed contractors and if any permits were required then the same contractors would have obtained the permit. Defendant, TKNR is unaware if such permit was pulled as it would have been done by the licensed contractors.

1 Discovery is ongoing and Defendant TKNR reserves the right to supplement this
2 response as more information becomes available.

3 INTERROGATORY NO. 30:

4 Please identify the number and date for permits that were obtained for the installation of
5 a vent for the washer/dryer exhaust in the Subject Property.

6 RESPONSE TO NO. 30:

7 There were no venting jobs done on any washer/dryer exhaust in the Subject Property.
8 The only work conducted on the washer/dryer was a simple replacement of a hose due to a
9 clog, which does not require a permit. Discovery is ongoing and Defendant TKNR reserves the
right to supplement this response as more information becomes available.

10 INTERROGATORY NO. 31:

11 Please describe whether you suspected mold growth existed in the Subject Property
12 prior to the sale.

13 RESPONSE TO NO. 31:

14 There were no reports of any conditions that would have indicated mold growth on the
15 Subject Property prior to the sale nor was TKNR aware of any alleged mold growth.

16 INTERROGATORY NO. 32:

17 Please describe whether You suspected the roof of the Subject Property leaked prior to
18 sale.

19 ///

1 RESPONSE TO NO. 32:

2 There were no reports of any conditions that would indicate leaking in the roof on the
3 Subject Property nor did TKNR suspect any leaks on the roof of the Subject Property prior to
4 the sale.

5 INTERROGATORY NO. 33:

6 Please describe all work performed on the flooring of the Subject property.

7 RESPONSE TO NO. 33:

8 There was carpet in the bedrooms that was replaced with laminate, as well as some
9 small areas of tile that were replaced due to broken tiles. Discovery is ongoing and Defendant
10 TKNR reserves the right to supplement this response as more information becomes available.

11 INTERROGATORY NO. 34:

12 Please identify the person or company you contracted with to improve/replace the
13 flooring in the Subject Property.

14 RESPONSE TO NO. 34:

15 The handyman, Gilberto Gonzalez, replaced the flooring as indicated in Response No.
16 33. Discovery is ongoing and Defendant TKNR reserves the right to supplement this response
17 as more information becomes available.

18 INTERROGATORY NO. 35:

19 Please describe to what ground type the flooring was placed in the Subject Property.

///

1 RESPONSE TO NO. 35:

2 Laminate and tile were placed on concrete. Discovery is ongoing and Defendant TKNR
3 reserves the right to supplement this response as more information becomes available.

4 INTERROGATORY NO. 36:

5 Please describe all work performed on the plumbing/sewer lines in or to the Subject
6 Property.

7 RESPONSE TO NO. 36:

8 There was a drain line that was clogged and unclogged by the licensed vendor LV
9 Services solutions. There was no other work performed on the plumbing and sewer lines to the
10 best of TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
supplement this response as more information becomes available.

11 INTERROGATORY NO. 37:

12 Please identify the number and date for permits that were obtained for plumbing/sewer
13 line repair/improvement in the Subject Property.

14 RESPONSE TO NO. 37:

15 There were no major improvements or repairs on plumbing or sewers that required a
16 permit. There was just simply an unclogging of a drain line by a licensed vendor LV Services
17 Solution. If a permit was required then LV Services Solution would have pulled such permit.
18 Defendant, TKNR is unaware if one was pulled. Discovery is ongoing and Defendant TKNR
reserves the right to supplement this response as more information becomes available.

19 ///

1 INTERROGATORY NO. 38:

2 Please identify the person or company You contracted with to perform
3 repair/improvements to the plumbing/sewer lines in the Subject Property.

4 RESPONSE TO NO. 38:

5 LV Service Solutions was hired to unclog a clogged drain line. There were no repairs or
6 improvements conducted on the plumbing and sewer lines. Discovery is ongoing and
7 Defendant TKNR reserves the right to supplement this response as more information becomes
8 available.

8 INTERROGATORY NO. 39:

9 Please identify the number and date for permits that were obtained for the plumbing
10 system improvements to the Subject Property.

11 RESPONSE TO NO. 39:

12 There were no major improvements or repairs on plumbing or sewers that required a
13 permit. There was just simply an unclogging of a drain line by a licensed vendor LV Services
14 Solution. If a permit was required then LV Services Solution would have pulled such permit.
15 Defendant, TKNR is unaware if one was pulled. Discovery is ongoing and Defendant TKNR
16 reserves the right to supplement this response as more information becomes available.

16 DATED this 8th day of April, 2020

17 BURDICK LAW PLLC

18 /s/ Nikita Burdick
19 Nikita R. Burdick, Esq.
Attorneys for Defendants


1 VERIFICATION

2 STATE OF California)
3)ss.
COUNTY OF Los Angeles)

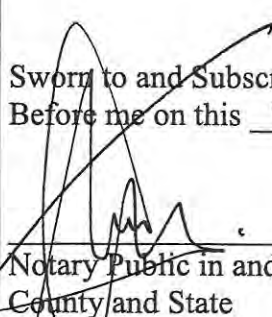
4 CHI ON WONG, being first duly sworn, under oath, upon the penalties of perjury,
deposes and states:

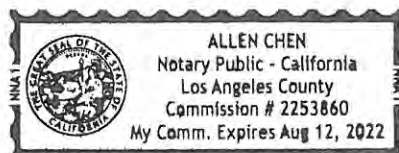
5 That I am a representative of TKNR, INC., one of the Defendants in the present matter.
6 I have read the above and foregoing, Responses to Plaintiff's First Set of Interrogatories to
7 Defendant TKNR, INC., and know the contents thereof, that the same are true and correct of
8 my own knowledge, except for those matters therein stated upon information and belief, and as
to those matters, I believe them to be true.

9 FURTHER AFFIANT SAYETH NAUGHT.

10 
11 CHI ON WONG, Representative of
TKNR, INC.

12
13 Sworn to and Subscribed
14 Before me on this 7th day of April, 2020.

15 
Notary Public in and for said
County and State



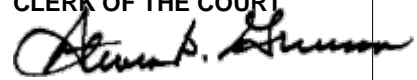
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and N.E.F.C.R. 4(b)(1), 5(k) and 10(b), I hereby certify that this 8th day of April, 2020, I did cause a true and correct copy of RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT TKNR, INC to be served via the Court's electronic filing and service system (Wiznet) to all parties on the current service list.

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IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an individual,
and LIWE HELEN CHEN aka HELEN
CHEN, an individual and YAN QIU ZHANG,
an individual, and INVESTPRO LLC dba
INVESTPRO REALTY, a Nevada Limited
Liability Company, and MAN CHAU
CHENG, an individual, and JOYCE A.
NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,

Defendants.

CASE NO.: A-18-785917-C
DEPT. NO.: XIV

DEFENDANTS' REPLY TO PLAINTIFF'S
OPPOSITION TO DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT
AND OPPOSITION TO
COUNTERMOTION FOR
CONTINUANCE BASED ON NRCP 56(f)
AND COUNTERMOTION FOR
IMPOSITION OF MONETARY
SANCTIONS

Defendants TKNR INC. ("TKNR"), CHI ON WONG ("WONG"), KENNY ZHONG
LIN ("LIN"), LIWE HELEN CHEN ("CHEN"), YAN QIU ZHANG ("ZHANG"), INVESTPRO
LLC ("INVESTPRO"), MAN CHAU CHENG ("CHENG"), JOYCE A. NICKRANDT
("NICKRANDT"), INVESTPRO INVESTMENTS, LLC ("Investments"), and INVESTPRO
MANAGER LLC ("Manager") (hereinafter collectively referred to as the "Defendants"), by and

1 through their counsel of record, Michael B. Lee, P.C., hereby files this Reply (“Reply”) to
2 Plaintiff’s Opposition (“Opposition”) to Defendants’ Motion for Summary Judgment (“Motion”)
3 and Opposition to Plaintiff’s Countermotions for Continuance based on NRCP 56(f) and for
4 Imposition of Sanctions (“Opposition to Countermotions”). This Reply is made on the following
5 Memorandum of Points and Authorities, any affidavits, declarations or exhibits attached hereto,
6 and any oral arguments accepted at the time of the hearing of this matter. Plaintiff W L A B
7 INVESTMENT, LLC is hereinafter referred to as “Plaintiff” or “WLAB”.

8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 **I. INTRODUCTION**

10 **A. Overview**

11 The Motion should be granted despite the Opposition considering the lack of any reliable
12 or admissible evidence to challenge the arguments made in the Motion. On January 12, 2021,
13 Frank Miao (“Miao”), the designated person most knowledgeable (“PMK”) for Plaintiff,
14 provided testimony that illustrates the undisputed facts supporting Summary Judgment. The
15 transcript is not available yet, but once it is, Defendants will provide a supplement. In large part,
16 he admitted that Plaintiff elected to proceed forward with the purchase after he conducted a
17 visual inspection and identified issues that he wanted repaired, determining that Plaintiff would
18 waive any additional inspections despite Miao not being a licensed, bonded professional
19 inspector. He also admitted that: Defense expert’s finding that the alleged conditions were open
20 and obvious was true; he could have obtained the permit information about the Property prior to
21 the purchase; the RPA clearly specified that there were issues with the permits, HVAC, and that
22 work was done by a handyman, which Plaintiff was aware of prior to the purchase of the
23 Property; he did not have any evidence that Defendants knew about the alleged issues and/or
24 caused them; and that he had the ability to inspect all the areas inspected by Defense expert at the
25 time of defense’s inspection. Notably, he also admitted that he did make a demand to settle the
26 case for \$10,000 despite the sworn statement in his declaration that this never happened. Under
27 the authority cited in the Motion, Summary Judgment is clearly mandated as a matter of law.

28 ////

Furthermore, the Opposition flat out ignores the evidence attached to the Motion. Plaintiff failed to address the arguments made related to Plaintiff's claims against the Broker Defendants or Plaintiff's claims for: (7) RICO; (10) Fraudulent Conveyance; (11) Fraudulent Conveyance; (12) Civil Conspiracy; and (15) Abuse of Process, which the court should construe as consent to granting summary judgment as to those matters. EDCR 2.20(c). The half-hearted attempt for continuance related to Rule 56(f) should be denied as Plaintiff fails to articulate what anticipated discovery is pending that would warrant such relief. The Countermotion for Imposition of Monetary Sanctions is similarly deficient as it is just a bare bones recitation of EDCR 7.60 without any application to the current issue. For these reasons, the Motion should be granted in its entirety.

B. Summary of Arguments

1. Motion

The Motion requests summary judgment based on the overwhelming case law in Nevada that applies the doctrine of caveat emptor on buyers of real property. Notably, the Property was 63 years old at the time of purchase and being used as a rental property. Nevertheless, Plaintiff waived her inspections twice after relying upon the inspection done by Miao as it relates to the Property, defined below, as she cancelled her original purchase agreement and entered into a new one. Despite the clear statements that she needed to get a professional inspection done, and clear disclosures related to the conditions of the Property, Plaintiff still waived her inspection and forged ahead with the purchase. The entire crux of Plaintiff's action is premised that that there was alleged work done without permits, but TKNR disclosed that it the Seller's Disclosures. Additionally, permit work is publicly available on the City of Las Vegas' website, which illustrates that Plaintiff should have known about this issue at the time of purchase, absolving Defendants of any liability.

Moreover, Miao admitted that alleged conditions identified by Plaintiff's alleged expert were all open and obvious and would have been uncovered by an inspection. Plaintiff's alleged expert never did any destructive testing, so an inspector would have had the same opportunity to observe everything that he did. Importantly, Plaintiff is a sophisticated commercial buyer who

1 has purchased and renovated several similar properties. As Miao did not know of the alleged
2 issues, and he admitted that there was no proof that Defendants knew about them either, no
3 genuine issue of material fact exists supporting Plaintiff's theory of liability. As Defendants
4 disclosed all conditions known to them at the time of the sale, Nevada law does not permit this
5 action to continue. This justifies Summary Judgment on all of Plaintiff's claims, including the
6 frivolous claims for RICO, fraudulent conveyance, and abuse of process.

7 Finally, sanctions are also justified against Plaintiff. Astonishingly, Plaintiff is claiming
8 \$16.25 Million in damages related to the purchase of the Property (original purchase price -
9 \$200,000). Incredibly, the original demand by Plaintiff for settlement was \$10,000, despite the
10 perjured declaration of Miao denying this in the support of the Opposition. Regardless of
11 whether Plaintiff or Plaintiff's counsel, who have charged Plaintiff approximately \$64,000 for
12 this matter so far, are responsible for the violation of Rule 11 in prosecuting this frivolous claim,
13 Rule 11 permits sanctions against both, which should include an award of attorneys' fees and
14 costs to Defendants.

15 2. Opposition and Countermotions

16 The Opposition argues that the Motion should be denied as untimely because discovery is
17 still open but does not reference any anticipated discovery needed to respond to the Motion. The
18 Opposition argues that the Motion is over 30 pages and no leave was sought prior to filing. Also,
19 Plaintiff asserts that the Motion fails to address the specific relief sought. The Opposition further
20 provides that the Motion is without factual basis and is nothing more than argument of
21 Defendants' counsel. The Opposition argues that inspection was not waived, and that Miao
22 conducted an inspection when he conducted a walkthrough of the Property with Defendant Lin.
23 Further, Plaintiff asserts that it never waived its right to required disclosures and argue that
24 Defendants knew of the alleged defects but purposefully hide them. The Opposition contains a
25 countermotion reiterating its request for continuance pursuant to Rule 56(f) but again fails to
26 provide the discovery needed. Also, Plaintiff brought a countermotion for the imposition of
27 sanctions, arguing the Motion is frivolous.

28 ////

II. DISCUSSION

The following Discussion is organized into five Parts. Part A provides that the Motion was supported by substantial, undisputed evidence. Part B explains that the Opposition failed to address Nevada law that places the burden on a buyer to do an inspection. Part C sets forth that Plaintiff cannot use Rule 56(f) as a shield and must articulate the anticipated discovery necessary. Part D illustrates that different realtors from the same agency may represent buyer and seller. Part E indicates that all issues raised in the Motion but not addressed by the Opposition should be granted as unopposed. Lastly, Part F includes opposition to the countermotion for monetary sanctions as lacking good faith basis, and as further evidence of attorney-driven litigation by Plaintiff.

A. Substantial Undisputed Evidence Supports the Motion

The Opposition’s argument that the Motion lacks factual support is belied by the exhibits attached to the Motion. The undisputed evidence attached to the Motion support the factual references made in the Motion and do not constitute “arguments” by counsel as stated in the Opposition. Unfortunately, Plaintiff would rather ignore the evidence provided and rely on the self-serving testimony of Frank Miao that lacks foundation and contradicts the alleged factual assertions in the Opposition.

Defendants attached the following exhibits in support of the Motion:

Exhibit A – Listing Agreement.

The Listing Agreement included facts relevant to the dispute that were known by Plaintiff prior to purchase of the Property. First, it included that the Property was originally constructed in 1954. The Listing Agreement also included the listing and broker agents’ names and affiliations, putting Plaintiff on notice of seller’s representatives. See Motion at Ex. A.

Exhibit B – First Residential Purchase Agreement (“RPA”) (August 11, 2017)

The First RPA illustrates that: Ms. Zhu had a right to conduct inspections; was strongly recommended to retain licensed professionals to conduct the inspections; had the responsibility to inspect the Property; waived the energy audit, pest inspection, roof inspection, septic lid removal inspection, mechanical inspection, soil inspection, and structural inspection; waived any

1 liability of Defendants for costs of repairs the inspection would have identified; waived the Due
2 Diligence; and, that Ms. Zhu did not cancel the RPA related to any issues with the Property. See
3 *Id.* at Ex. B., in whole and at ¶¶ 7(A), 7(C), 7(D), and 7(F).

4 **Exhibit C – Seller’s Property Disclosures (Plaintiff’s disclosure)**

5 The Seller’s Property Disclosures timely set forth all known conditions of the Property.
6 Specifically, the disclosures indicated that:

- 7 (1) “3 units has (sic) brand new AC installed within 3 months,”
8 (2) the “owner never resided in the property and never visited the property.”
9 (3) minor renovations, such as painting, was conducted by the Seller’s “handyman”
10 (4) Seller had done construction, modification, alterations, or repairs without permits.

11 *Id.* at Ex. C.

12 Despite these disclosures, Plaintiff chose not to inspect the Property, request additional
13 information and/or conduct any reasonable inquiries.

14 **Exhibit D – Plaintiff’s Realtor confirmation to waive inspections (September 5, 2017)**

15 Exhibit D confirms that Ms. Zhu would enter into a new purchase agreement, would
16 agree to pay the difference in an appraisal with a lower value than the purchase price, and waive
17 inspections. *Id.* at Ex. D.

18 **Exhibit E – Cancellation Addendum for RPA #1**

19 On the same day that Exhibit D was sent, Ms. Zhu signed the Cancellation Addendum
20 (Ex. E) and then executed the Second RPA (Ex. F).

21 **Exhibit F – Second RPA (dated September 5, 2017)**

22 Exhibit F sets forth that Ms. Zhu initialed next to paragraph 7(C) “Failure to Cancel or
23 Resolve Objections” indicating that Ms. Zhu was aware of the waiver of Due Diligence
24 Condition by failing to cancel the RPA or resolve any objections in writing. *Id.* at Ex. F, p. 4.
25 Exhibit F also illustrates that this is the second time Ms. Zhu waived inspection for the Property,
26 despite being specifically advised to have inspections conducted. *Id.* It is also consistent with
27 Exhibit D that Ms. Zhu always intended on waiving inspections. *Id.* Exhibit F at Addendum 1
28 further shows that the close of escrow was extended to January 5, 2018, giving Ms. Zhu plenty of

1 time to have inspection conducted following receipt of Seller's Disclosures [Ex. C] on August
2 11, 2017. *Id.* Also, Exhibit F at Addendum 2 substitutes Plaintiff for Ms. Zhu. *Id.*

3 **Exhibit G – Opfer Expert Report**

4 Exhibit G provides expert testimony from Neil D. Opfer, an Associate Professor of
5 Construction Management at UNLV and overqualified expert, who conducted a visual inspection
6 of all areas of the Property specified in Plaintiff's Expert Report. *Id.* at Ex. G. Exhibit G also
7 discusses pictures of the Property from 2017 that depicted the condition of the Property prior to
8 August 11, 2017. *Id.* Professor Opfer illustrated Plaintiff's expert's actual misstatements of the
9 building code requirements as it related to permits, while also noting that the Seller Disclosures
10 advised Plaintiff of the work done without permits. *Id.* Professor Opfer noted that the alleged
11 conditions identified by Plaintiff's alleged expert were open and obvious. *Id.* Professor Opfer
12 also noted that Plaintiff's expert did not do any destructive testing, so the same alleged
13 conditions that the alleged expert noted, would have been made by an inspector at the time of the
14 purchase. *Id.*

15 **Exhibit H – public record search for permits**

16 Exhibit H illustrates that information related to permits is publicly available, precluding
17 any liability for any alleged misrepresentation under NRS Chapter 113 of the information that is
18 public record. See Nev. Rev. Stat. § 645.259(2); see also Ex. H. As such, Exhibit H provides
19 further contradicts Plaintiff's central argument that TKNR is liable for not disclosing that work
20 was done without permits.

21 **Exhibit I – Lin Declaration**

22 Exhibit I sets forth that no Defendant was aware of any issues with any structural,
23 electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues
24 with the Property before the time of the sale to Ms. Zhu. *Id.* at Ex. I. Nor was any Defendant
25 aware of any issues with any structural, electrical, plumbing, sewer, mechanical, roof,
26 fungus/mold, flooring, and/or foundation issues with the Property at the time of the sale to Ms.
27 Zhu. *Id.* Also, that any known defects were disclosed in seller's disclosures, including TKNR
28 upgrading the cooling system through a licensed contractor. *Id.*

1 **Exhibit J – Air Team Invoice**

2 Exhibit J provides that the cooling system was upgraded by a licensed contractor, and any
3 issues stemming from that work would be Air Team’s responsibility and not Defendants.

4 **Exhibit K – Plaintiff’s Opposition to Motion for Leave to Amend**

5 Exhibit K illustrates that Plaintiff’s cause of action for abuse of process was retaliatory
6 based on Defendants’ counterclaim for the same and is without legal or factual basis.

7 **Exhibit L – Order Granting Defendants’ Motion for Leave to Amend**

8 Exhibit L confirms that Plaintiff’s arguments made in the Opposition to Motion for Leave
9 to Amend, including the alleged basis for its abuse of process claim is without merit.

10 **Exhibit M – Plaintiff’s Calculation of Damages**

11 The calculation of damages illustrates the overall bad faith nature of this case and
12 potential for attorney driven litigation. The Property was sold for only \$200,000, yet Plaintiff
13 claim \$16.25 Million in cumulative damages, requests a specific award of over \$2 Million, and
14 that Plaintiff’s counsel has already charged exorbitant fees in this matter. Exhibit M supports
15 Defendants’ request for fees and costs.

16 **Exhibit N – Plaintiff’s ROGs**

17 Exhibit N illustrates that Ms. Zhu and Miao, the managing member of Plaintiff, were
18 sophisticated buyers related to “property management, property acquisition, and property
19 maintenance.” *Id.* at Ex. N. This indicates that Plaintiff knew of its duty to inspect, the
20 importance of inspection, the waiver of rights when inspection is not conducted.

21 The Opposition argues that the Motion contains “inaccurate statements of counsel, which
22 are not supported by evidence.” *See Opp.* at p. 4:1-10. However, as set forth above, that
23 argument simply is not true. In reviewing the Opposition, Defendants believe Plaintiff is
24 projecting its own inadequacies onto Defendants. Rather than address the arguments made and
25 the evidence provided with competing evidence, the Opposition relies heavily on conjecture of
26 counsel and self-supporting testimony that is contradictory to the undisputed evidence.

27 The Opposition alleges that Defendants altered the Property to hide defects and sold the
28 Property without disclosing those defects. *Id.* at p. 9:7-9. However, Miao admitted in his

1 deposition that Plaintiff did not have any evidence that Defendants knew of the alleged
2 conditions and/or caused them. Thus, no evidence supports this argument, rendering it nothing
3 more than the inadmissible conjecture of counsel. Moreover, Miao also admitted that all of the
4 alleged defects complained of by Plaintiff were open and obvious and could have been
5 discovered by a professional inspection. Instead of admissible evidence, the Opposition relies on
6 Plaintiff's self-serving discovery responses and declaration, which still failed to show that there
7 is a factual dispute.

8 First, the alleged arguments by Miao lack foundation and go outside the scope of his
9 alleged knowledge to proffer opinions that were addressed by Defendants' expert. See Id. at
10 Exhibit 2. Miao is a party to this action, not an expert. Appropriate rebuttal evidence should
11 come from Plaintiff's designated expert; however, none has been disclosed by Plaintiff, and the
12 deadline to provide such information has passed. See Id. at Ex. 1. Plaintiff's expert merely
13 opined that the work had to be performed by a licensed contractor with permits, although Miao
14 admitted in his deposition that this did not apply to installing cabinets and kitchen/bathroom
15 fixtures. He also admitted that he was aware that TKNR had used a handyman, and only a
16 licensed contractor for the HVAC. Additionally, he also admitted that he was aware of the issues
17 related to permits and the HVAC prior to purchasing the Property.

18 Second, the alleged "factual" support related to Defendants' knowledge comes from
19 inadmissible, speculative information (without citation) from Miao, without any other support
20 other than his subjective believes. The following statements are examples of unsupported, self-
21 serving testimony that is ultimately inadmissible:

22 "These problems would not pass a city code enforcement
23 inspection." *Id.* at Ex. 2, p. 3.

24 "In normal transactions involving residential rental building, the
25 buyer only inspects common spaces because units occupied." *Id.*

26 "I told Defendant Lin that if tenant called code enforcement at this,
27 the rental unit could be shut down by City code Enforcement until
28 repaired and corrected." *Id.*

"The burden is on seller because of warranty of habitability and
safety issues which are ongoing." *Id.*

1 “This is also why rental properties have to use licensed contractors
2 for all work and pull permits and get inspections to do work like
was done to the Subject Property.” *Id.*

3 “As to the waiver of inspection dated September 5, 2017,
4 inspection was waived at that time because I had just inspected it
on August 10, 2017.” *Id.*

5 “The complaints outlined in the 2nd Amended Complaint were
6 hidden behind drywall.” *Id.*

7 Those statements are not exhaustive of the unsupported, self-serving statements made by
8 Miao in his declaration. The declaration is littered with unsupported conjecture that Miao has no
9 basis to make outside his own speculation and subjective beliefs. Incredibly, Miao specified that
10 Plaintiff continues to lease the Property to prospective tenants although it had not repaired any of
11 the alleged conditions. He also specified that he requested the change of outlets that would have
12 required permits, so he was the actual cause of that alleged condition. His admissions illustrate
13 the lack of any alleged genuine issue of fact. This is not valid evidence and cannot be used as a
14 basis to deny the Motion.

15 Incredibly, Miao’s Declaration illustrated that he could, prior to the purchase, have got
16 and done diligence related to the alleged permit issue, which was disclosed by TKNR in its
17 disclosures related to the Property. *Id.* Miao directly states that instead of using a licensed
18 inspection company, he inspected the Property himself and allegedly noticed several code
19 violations. *Id.*, see also *Opp.* at Exhibit 2C. The Declaration also admits that Defendants
20 repaired the issues identified. *Id.* Notably, Exhibit 2C was not previously disclosed in this
21 litigation, despite discovery having closed prior to reopening at Defendants request, which
22 illustrates Plaintiff intentionally withheld the document. So, despite knowing of the lack of
23 permitted work and other issues noticed during Miao’s walkthrough of the Property, Plaintiff still
24 made the informed decision not to conduct an actual inspection of the Property. *Id.*

25 **B. The Opposition does not Address Nevada Law related to Buyer duty to**
26 **Conduct an Inspection**

27 Defendants are absolved of liability for any conditions that could have been discovered
28 by the buyer had an inspection been done. Generally, “[n]ondisclosure by the seller of adverse

1 information concerning real property. . . will not provide the basis for an action by the buyer to
2 rescind or for damages when property is sold ‘as is.’ ” *Mackintosh v. Jack Matthews & Co.*, 109
3 Nev. 628, 633, 855 P.2d 549, 552(1993). Moreover, “[l]iability for nondisclosure is generally not
4 imposed where the buyer either knew of or could have discovered the defects prior to the
5 purchase.” *Land Baron Invs., Inc. v. Bonnie Springs Family LP*, 131 Nev. 686, 696, 356 P.3d
6 511, 518 (2015). A buyer waives its common law claims of negligent misrepresentation,
7 fraudulent or intentional misrepresentation, and/or unjust enrichment when it expressly agreed
8 that it would carry the duty to inspect the property and ensure that all aspects of it were suitable
9 prior to close of escrow, and the information was reasonably accessible to the buyer. *Frederic*
10 *and Barbara Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 427 P.3d 104, 111
11 (Nev. 2018).

12 Plaintiff did not proffer any evidence that Defendants allegedly knew about any of the
13 conditions, which would have been impossible given the disclosures made by TKNR at the time
14 of the sale. Moreover, TKNR disclosed that it had never been to the property and was just an
15 investor. Also, it is undisputed that Defendants, on numerous occasions, advised Plaintiff to get
16 a professional inspection done. Simply put, Plaintiff tries to avoid its burden of proof by arguing
17 that Defendants should have to prove a negative, i.e., that it did not know about the conditions.
18 This is despite the substantial evidence provided in the Motion concluding that Defendants did
19 not know of the issues, but those issues could have been discovered had Plaintiff inspected the
20 Property as advised by Defendants.

21 Ultimately, Defendants have sufficiently established that they did not know of the defects
22 alleged by Plaintiff. The Opposition fails to provide any evidence to the contrary and relies
23 solely on self-serving testimony to try and shift Plaintiff’s burden of proof onto Defendant.
24 Plaintiff had a duty to exercise reasonable care to protect itself and failed to do so. See Nev. Rev.
25 Stat. § 113.140(3). Plaintiff’s failures do not create liability for Defendants in this matter and
26 summary judgment should issue accordingly.

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28 ////

1 C. **Rule 56(f) is not a Shield**

2 The Countermotion for continuance pursuant to Rule 56(f) should be denied on the basis
3 that the request is not supported by specific reference to the outstanding discovery Plaintiff
4 anticipates is necessary to respond.

5 “Rule 56(f) is not a shield that can be raised to block a motion for
6 summary judgment without even the slightest showing by the
7 opposing party that his opposition is meritorious. A party invoking
8 its protections must do so in good faith by affirmatively
9 demonstrating why he cannot respond to a movant's affidavits as
10 otherwise required by Rule 56(e) and how postponement of a
ruling on the motion will enable him, by discovery or other means,
to rebut the movant's showing of the absence of a genuine issue of
fact. Where, as here, a party fails to carry his burden under Rule
56(f), postponement of a ruling on a motion for summary judgment
is unjustified.”

11 See *Bakerink v. Orthopaedic Associates, Ltd.*, 581 P.2d 9, 11 (Nev. 1978) (quoting *Willmar*
12 *Poultry Co. v. Morton-Norwich Products*, 520 F.2d 289, 297 (8th Cir. 1975), Cert. denied, 424
13 U.S. 915, 96 S.Ct. 1116, 47 L.Ed.2d 320 (1975).

14 Here, Plaintiff failed to articulate the alleged discovery that it would likely have.
15 Defendants have made five disclosures in this case, so the alleged documentation identified by
16 Plaintiff's counsel will not be subject to production by Defendants. See Defendant's Fifth
17 Disclosure attached as **Exhibit A** (disclosure only). Additionally, Plaintiff already opposed
18 enlarging discovery by specifying that any extension of discovery would prejudice it, indicating
19 that it had no need for additional discovery and that Plaintiff would largely rest upon the findings
20 of its expert. See Plaintiff's Opposition to Motion to Enlarge Discovery attached as **Exhibit B**.
21 Also, Plaintiff's counsel's declaration illustrated that he had additional discussions with
22 Plaintiff's expert related to the MSJ, but Plaintiff's expert did not proffer any additional opinions
23 to counter the Motion. See *Opp.* at p. 18:7-9.

24 D. **It is not a Violation for Different Relators from the Same Agency to**
25 **Represent Buyer and Seller**

26 The Opposition's argument related to buyer and seller being represented by agents from
27 the same brokerage firm is a red herring and is not relevant to the Motion's request for summary
28 judgment. See Nev. Rev. Stat. § 645.253:

“If a real estate broker assigns different licensees affiliated with his or her brokerage to separate parties to a real estate transaction, the licensees are not required to obtain the written consent required pursuant to paragraph (d) of subsection 1 of NRS 645.252. Each licensee shall not disclose, except to the real estate broker, confidential information relating to a client in violation of NRS 645.254.”

Considering different realtors represented buyer and seller in the transaction at issue, the Opposition’s reliance on NRS 645.259 is misplaced and ultimately not relevant. Notably, Miao was aware that the agents were from the same agency at all times during the transaction as he always tries to hire the listing agent to represent him. At all times, Plaintiff knew that an agent affiliated with Investpro represented the seller. See Mot. at Exs. A, F. With that knowledge, Plaintiff still chose to engage an Investpro affiliate to represent it related to the purchase.

None of the foregoing changes the overarching facts that the RPA contained wavier of the inspection language, and the Second RPA contained the initials of Ms. Zhu related to waiver of inspection. See Id. Exs. B, F. The waiver occurred after Plaintiff had knowledge that the Property was 64 years old and subject to potential renter abuse, after Defendants had disclosed that the Property was previously subject to unlicensed/unpermitted work, and after Defendants expressly advised Plaintiff to conduct a professional inspection. As such, Plaintiff made its own informed, yet ill-advised, decision to forgo inspections, which is of no fault of Defendants.

E. Summary Judgment should be Granted on Issues Raised but Not Opposed

Eighth Judicial District Court Rule 2.20(e) provides that, “[f]ailure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same.” *Id.* Simply filing an opposition does not relieve a party of its duty to actually oppose the issues raised in the motion. See Benjamin v. Frias Transportation Mgt. Sys., Inc., 433 P.3d 1257 (Nev. 2019) (unpublished disposition). In *Benjamin*, the opposing party filed an Opposition but did not present any argument to actually address the issues raised. *Id.* Although the opposing party did raise such arguments in a subsequent opposition, that opposition was untimely filed, and the court properly decided not to consider those untimely arguments. *Id.*

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Here, the Opposition utterly fails to address the Motion's arguments related to summary judgment in favor of Defendants on Plaintiff's claims for: (7) RICO; (10) Fraudulent Conveyance; (11) Fraudulent Conveyance; (12) Civil Conspiracy; and (15) Abuse of Process. Additionally, Plaintiff fails to provide any meaningful or competent opposition to the Motion's argument for summary judgment as to Plaintiff's claims against the Broker Defendants. As there is no Opposition provided to those arguments made in the Motion, this court should find that those arguments are meritorious and grant the request as to those unopposed issues.

F. Opposition to Countermotion for Monetary Sanctions

Countermotion is just additional evidence related to the attorney-driven litigation that illustrates any lack of good faith in prosecuting this claim and should be denied with prejudice. Summary judgment is a tool afforded to all litigants in the course of litigation should they have ample evidence to support the Motion. Summary judgment can be used to fully resolve a dispute or simplify the claims and/or defenses at issue for the time of trial. Defendants have disclosed over 500 documents in this litigation [Ex. A] and are confident that the Motion will be successful, whether in whole or in part, which illustrates the good faith basis for bringing the Motion. This is supported by the fact that Plaintiff was unable to provide opposition to certain issues raised in the Motion, i.e., Plaintiff's claims for: (7) RICO; (10) Fraudulent Conveyance; (11) Fraudulent Conveyance; (12) Civil Conspiracy; and (15) Abuse of Process.

Additionally, the argument that Plaintiff is engaged in attorney-driven litigation is supported by the facts and circumstances of this litigation. The Property at issue was sold for \$200,000, yet it is undisputed that Plaintiff has proffered \$16.25 Million in cumulative damages and requests a judgment over \$2 Million. Incredibly, Plaintiff's counsel has apparently already racked up \$64,000 in attorneys' fees, and that is before trial. Defendants mention this, and referenced previous alleged settlement amounts, not to illustrate a lack of liability but to illustrate the attorney-driven litigation.

Ultimately, the Countermotion for Imposition of Monetary Sanctions is nothing more than a regurgitation of EDCR 7.60 without meaningful argument as to how it is applicable in this matter. Plaintiff vaguely asserts that the Motion is premature because discovery is still open but

1 fails to provide any anticipated discovery outstanding or to be conducted. Therefore, the
2 countermotion is completely meritless and must be denied.

3 **III. CONCLUSION**

4 Based on the foregoing, Defendants respectfully request that the Motion be granted in its
5 entirety.

6 Dated this 21 day of January, 2021.

7 MICHAEL B. LEE, P.C.

8
9 /s/ Michael Lee
MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
1820 E. Sahara Avenue, Suite 110
Las Vegas, Nevada 89104
Telephone: (702) 477.7030
Facsimile: (702) 477.0096
mike@mblnv.com
Attorney for Defendants

MICHAEL B. LEE, P.C.
1820 E. SAHARA AVENUE, SUITE 110
LAS VEGAS, NEVADA 89104
TEL – (702) 546-7055; FAX – (702) 825-4734

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of
MICHAEL B. LEE, and that on the 21 day of January, 2021, the foregoing **DEFENDANTS’
REPLY TO PLAINTIFF’S OPPOSITION TO DEFENDANTS’ MOTION FOR
SUMMARY JUDGMENT AND OPPOSITION TO COUNTERMOTION FOR
CONTINUANCE BASED ON NRCP 56(f) AND COUNTERMOTION FOR IMPOSITION
OF MONETARY SANCTIONS** was served via the Court’s electronic filing and/or service
system and/or via facsimile and/or U.S. Mail first class postage pre-paid to all parties addressed
as follows:

BENJAMIN B. CHILDS, ESQ.
Nevada State Bar No. 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Telephone: (702) 251-0000
Email: ben@benchilds.com
Attorneys for *Plaintiff*

/s/ Mindy Pallares
An employee of Michael B. Lee PC

EXHIBIT A

EXHIBIT A

MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
MICHAEL B. LEE, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, Nevada 89104
Telephone: (702) 477.7030
Facsimile: (702) 477.0096
mike@mblnv.com
Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Case No.: A-18-785917-C
Dept. No.: 14

Plaintiff,

vs.

DEFENDANTS' FIFTH SUPPLEMENT
TO INITIAL DISCLOSURES OF
DOCUMENTS AND WITNESSES
PURSUANT TO NRCP 16.1

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka
HELEN CHEN, an individual and YAN QIU
ZHANG, an individual, and INVESTPRO
LLC dba INVESTPRO REALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and JOYCE
A. NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,
Defendants.

TKNR INC. ("TKNR"); CHI ON WONG ("WONG"), KENNY ZHONG LIN ("LIN"),
INVESTPRO LLC ("INVESTPRO"), JOYCE A. NICKRANDT ("NICKRANDT"),
(collectively referred to as the "Defendants"), by and through their attorney of record, Nikita R.
Burdick, Esq., of BURDICK LAW PLLC, hereby produce its Fifth Supplement to Initial
Disclosures of Documents and Witnesses Pursuant to NRCP 16.1.

////

////

////

WITNESSES

| # | Person | Address | Testimony |
|----|-----------------------------|--|---|
| 1. | PMK of WLAB Investments LLC | c/o Benjamin Childs, Esq. 318 S. Maryland Parkway Las Vegas, NV 89101 702-251-0000 | Witness will testify about the Complaint and the purchase of Real Property and Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects. Plaintiff will need to designate the PMK and supplement its disclosures related to the PMK as to various topics. |
| 2. | PMK of TKNR INC. | c/o BURDICK LAW PLLC NIKITA R. BURDICK ESQ. 6625 S. Valley View Blvd. Suite 232 Las Vegas, Nevada 89118 Telephone: (702) 481-9207 Nburdick@Burdicklawnv.com Attorney for Defendants | Witness will testify about the Complaint and the purchase of Real Property and Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects. Defendant will designate the PMK related to the PMK as to various topics. |
| 3. | Chi On Wong | c/o BURDICK LAW PLLC NIKITA R. BURDICK ESQ. 6625 S. Valley View Blvd. Suite 232 Las Vegas, Nevada 89118 Telephone: (702) 481-9207 Nburdick@Burdicklawnv.com Attorney for Defendants | Witness will testify about the Complaint and the purchase of Real Property and Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects. |
| 4. | Kenny Zhong Lin | c/o BURDICK LAW PLLC NIKITA R. BURDICK ESQ. 6625 S. Valley View Blvd. Suite 232 Las Vegas, Nevada 89118 Telephone: (702) 481-9207 Nburdick@Burdicklawnv.com Attorney for Defendants | Witness will testify about the Complaint and the purchase of Real Property and Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects. |
| 5. | PMK of INVESTPRO LLC | c/o BURDICK LAW PLLC NIKITA R. BURDICK ESQ. | Witness will testify about the Complaint and the purchase of Real Property and |

| # | Person | Address | Testimony |
|----|--|--|---|
| | | 6625 S. Valley View Blvd. Suite 232 Las Vegas, Nevada 89118 Telephone: (702) 481-9207 Nburdick@Burdicklawnv.com Attorney for Defendants | Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects. Defendant will designate the PMK related to the PMK as to various topics. |
| 6. | Joyce A. Nickrandt | c/o BURDICK LAW PLLC NIKITA R. BURDICK ESQ. 6625 S. Valley View Blvd. Suite 232 Las Vegas, Nevada 89118 Telephone: (702) 481-9207 Nburdick@Burdicklawnv.com Attorney for Defendants | Witness will testify about the Complaint and the purchase of Real Property and Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects. |
| 7. | Neil D. Opfer | Opfer Construction & Review Group 1920 Placid Ravine Las Vegas, NV 89117 Tel - (702) 341-5828 opfern@yahoo.com Expert | Expert is expected to provide opinions for this matter related to the alleged defects, Plaintiff's expert report, the due diligence and waivers by Plaintiff, any type of review in the scope of an expert in the construction and real property sales and inspections, and all other areas permissible under Nevada Revised Statutes §§ 50.263-50.345. Defendants incorporate herein by reference all records produced by this expert. |
| 8. | PMK of THE AIR TEAM, LLC, d/b/a The Air Team Heating & Cooling | c/o Jurgen H. Nagal, Registered Agent 1920 Falling Tree Avenue North Las Vegas, NV 89031 Tel – 702.908.1766 | Witness will testify about the Scope of work related to the installation of the HVAC units and the related duct work and permits. |
| 9. | Marie Zhu | c/o Benjamin Childs, Esq. 318 S. Maryland Parkway Las Vegas, NV 89101 702-251-0000 | Witness will testify about the Complaint and the purchase of Real Property and Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects. |

Defendants reserve the right to name additional witnesses should they become known and further reserve the right to utilize any witnesses named by any other party.

PLAINTIFF'S DOCUMENTS

| # | Document Description | Bates |
|-----|---|-----------------------|
| 1. | Mold Notice And Waiver | DEF 0001 |
| 2. | Sellers Real Property Disclosure Form | DEF 0002-0007 |
| 3. | Residential Purchase Agreement | DEF 0008 - 0018 |
| 4. | Waiver Of Inspection Form | DEF 0019 |
| 5. | Hvac Invoices | DEF 0020 - 0021 |
| 6. | Receipts | DEF 0022 - 0025 |
| 7. | Tax Records | DEF 0026 |
| 8. | Opfer Consulting Fee, Deposition Record, Litigation Testimony, Resume, and CV | DEF300027-088 |
| 9. | Zillow Listing and Photos from 2017 | DEF3000089-0134 |
| 10. | Photographs from March 14, 2017 | DEF4000135-0197 |
| 11. | Photographs from Foreclosure Purchase | DEF4000198-0208 |
| 12. | Photographs from Unit A | DEF4000209-0252 |
| 13. | Photographs from Unit B | DEF4000253-0308 |
| 14. | Photographs from Unit C | DEF4000309-0328 |
| 15. | Repair Invoice from 05/30/2018 | DEF4000329 |
| 16. | Original RPA | DEF4000330-0339 |
| 17. | Email Forward from 9/5/2017 re Sample of RPA | DEF4000340 |
| 18. | Cancellation Addendum 1 | DEF4000341 |
| 19. | Yale Street RPA | DEF4000342-0352 |
| 20. | Chen email with Maio re Revised Purchase and Waiver of inspections | DEF4000353-0353 |
| 21. | RPA with Addendums 1 and 2 | DEF4000354-0366 |
| 22. | Expert Report and Expert Disclosures | DEF5000367-463 |
| 23. | Expert Photographs | Dropbox link |
| 24. | Photographs from site inspection (Defendants' counsel) | DEF5000464-512 |

Defendants reserve the right to supplement this list of documents should they become known, and further reserve the right to utilize any documents produced by any other party.

DEMONSTRATIVE EXHIBITS

Defendants may offer at trial certain exhibits for demonstrative purposes, including but not limited to the following.

1. Power point images, blowups and transparencies of exhibits.
2. Models.
3. Diagrams, drawings, pictures, photos, film, video, DVD and CD ROM.

4. Power point images, drawings, diagrams, animations, story boards of the incident, the location of the incident.

5. Power point images and blowups of deposition transcripts, discovery responses, and jury instructions.

6. Maps, diagrams or models of the scene of the incident that is the subject of their litigation.

Defendants reserve the right to utilize any and all responses to Interrogatories, Requests for Production and Requests for Admissions from Defendants. Defendants also reserve the right to supplement their list of witnesses and documents as information becomes available. Defendants further reserve the right to utilize any documents or witnesses produced by any party in this litigation.

DEFENDANTS' CALCULATION OF DAMAGES

Defendants will seek to recover the full extent of its damages to which it is entitled, including, but not limited to, monetary damages in an amount to exceed \$15,000. Defendants will seek recovery of Interest. Moreover, Defendants will seek recovery of its attorneys' fees and costs, including expert fees and other statutory recoverable costs, incurred as a result of this dispute.

| Defendants' Damages Breakdown | |
|--------------------------------------|------------|
| Abuse of Process | \$20,000+ |
| Attorneys' Fees | TBD |
| TOTAL | TBD |

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STATEMENT OF INSURANCE

To Defendants' knowledge there are no applicable or relevant insurance agreements or contracts at issue in this litigation.

Defendants reserve the right to supplement its disclosures during the course of discovery through and including the time of trial.

Dated this 2 day of December, 2020.

MICHAEL B. LEE, P.C.

/s/ Michael Lee
MICHAEL B. LEE, ESQ. (10122)
MICHAEL MATTHIS, ESQ. (14582)
1820 E. Sahara Avenue, Suite 110
Las Vegas, Nevada 89104
Telephone: (702) 477.7030
Facsimile: (702) 477.0096
Attorneys for Defendants

MICHAEL B. LEE, P.C.
1820 E. SAHARA AVENUE, SUITE 110
LAS VEGAS, NEVADA 89104
TEL – (702) 477.7030; FAX – (702) 477.0096

CERTIFICATE OF MAILING

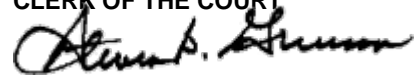
I HEREBY CERTIFY that on this 2 day of December, 2020, I placed a copy of **DEFENDANTS’ FIFTH SUPPLEMENT TO INITIAL DISCLOSURES OF DOCUMENTS AND WITNESSES PURSUANT TO NRCP 16.1** as required by Eighth Judicial District Court Rule 7.26 by delivering a copy or by mailing by United States mail it to the last known address of the parties listed below, facsimile transmission to the number listed, and/or electronic transmission through the Court’s electronic filing system to the e-mail address listed below.

BENJAMIN B. CHILDS, ESQ.
Nevada State Bar No. 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Telephone: (702) 251-0000
Email: ben@benchilds.com
Attorneys for *Plaintiff*

/s/Mindy Pallares
An employee of MICHAEL B. LEE, P.C.

EXHIBIT B

EXHIBIT B



BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

Case # A-18-785917-C
Dept # 14

TKNR, INC, a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an individual, and
ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN
ZHONG LIN aka KENNETH ZHONG LIN aka WHONG
K.LIN aka CHONG KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka HELEN CHEN,
an individual and YAN QIU ZHANG, an individual, and
INVESTPRO LLC dba INVESTPRO REALTY,
a Nevada Limited Liability Company, and
MAN CHAU CHENG, an individual, and
JOYCE A. NICKRANDT, an individual and
INVESTPRO INVESTMENTS I LLC, a Nevada Limited
Liability Company, and INVESTPRO MANAGER LLC,
a Nevada Limited Liability Company, and
Does 1 through 15 and Roe Corporations I - XXX

Defendants

Hearing : October 22, 2020

PLAINTIFF'S PARTIAL OPPOSITION TO MOTION TO EXTEND DISCOVERY
DEADLINES

Plaintiff proposes extending the discovery cutoff to December 18, 2020.

Discovery Deadline

Date

| | |
|--|----------------------|
| Close of Discovery | December 18, 2020 |
| Deadline to file Motion to Amend Pleading or Add Parties | December 4, 2020 |
| Initial Expert Disclosure | November 6, 2020 |
| Rebuttal Expert Disclosure | December 4, 2020 |
| Deadline to file Dispositive Motions | December 11, 2020 |
| Deadline to file Motions in Limine | 45 days before trial |

1 SCHEDULING ORDER AND ORDER SETTING CIVIL JURY TRIAL

2
3 The trial order filed June 26, 2020 [Exhibit 1] states :

4
5 "Motions for extensions of discovery shall be made to the
6 Discovery Commissioner in strict accordance with EDCR 2.35.
7 Discovery is completed on the day responses are due or the day a
8 deposition begins." [2:9-11]

9
10 EDCR 2.35 REQUIRES MOTIONS BE FILED 21 DAYS BEFORE THE
11 DISCOVERY CUT-OFF DATE

12
13 EDCR 2.35(a) states that all motionS "must .. Be filed not later than 21 days
14 before the discovery cut-off date... A request made beyond the period specified
15 above shall not be granted unless the moving party, attorney or other person
16 demonstrates that the failure to act was the result of excusable neglect."

17
18 EDCR 2.34(d) MEET AND CONFER REQUIREMENTS NOT MET

19
20
21 No attempt was made by Defendants' attorney to have "a discovery
22 conference or good faith effort to confer". "A conference requires either a
23 personal or telephone conference between or among counsel." "If a personal or
24 telephone conference was not possible, the affidavit shall set forth the reasons."

25 A discovery motion can only be filed after the conference occurs or if a
26 conference is not possible.

27 Attorney Childs is about the most easily contacted attorney in Las Vegas.
28

1 You can call his office literally at any time. Same with email. You might not like
2 what he has to say, but he can certainly be contacted. Heck, he responded to the
3 inquiry about the disclosures literally within minutes, providing the Odessey
4 printout. [Exhibit 2]¹ There's no explanation about why he wasn't contacted for a
5 meet and confer.

6 The discovery motion should not have been filed.

7
8
9 **EXCUSABLE NEGLIGENCE**

10
11 The Court must determine whether Defendants demonstrated excusable
12 neglect.

13 However, we further hold that the district court erred in failing to
14 determine whether petitioner demonstrated excusable neglect under
15 EDCR 2.25 when requesting an enlargement of time to issue the
16 citations. Accordingly, we vacate the district court's order and remand
17 the matter for further proceedings. In re Estate of Black 132 Nev. 73,
18 74, 367 P.3d 416, 417 (2016)

19 Whether extending time is appropriate based on excusable
20 neglect is a factual inquiry that the district court must undertake.
21 See Moseley v. Eighth Judicial Dist. Court, 124 Nev. 654, 668, 188
22 P.3d 1136, 1146 (2008).

23
24 In this case Defendants argue that the sole basis for a finding of excusable
25

26
27 ¹

28 Attorney Childs responded to attorney Burdick's inquiry within 7 minutes, including the documents AND the Odessey confirmation.

1 neglect is that one of their attorney's website, attorney Burdick, was down,
2 apparently between August 12 and August 16, 2020 based on emails attached to
3 the motion.

4 If defense counsel knew that the expert disclosures were due August 14,
5 2020, once her website was restored, what possible explanation is there for {1} not
6 contacting other counsel to inquire what she missed, if anything and {2} not
7 realizing on September 25, 2020 that her rebuttal expert disclosure was due, and
8 inquiring before that date arrived. This is a hotly contested case wherein Plaintiff
9 has invested multiple tens of thousands of dollars in attorney fees and court costs,
10 is it reasonable to assume that Plaintiff is NOT going to obtain an expert?

11 This was the very reason the first extension in May, 2020 was sought as
12 explicitly acknowledged in Plaintiff's motion. [Motion 8:4-6]²
13

14
15 PREJUDICE TO PLAINTIFF
16

17 Defendants want to reopen discovery for another five months. After Plaintiff
18 busted it's hump to secure an expert.

19 If Defendants want to do depositions, it is unexplained why this is being
20 raised on October 15, 2020 when the discovery cutoff is October 30, 2020.

21 Also, propounding discovery on October 6, 2020 when the discovery cut-off
22 is October 30, 2020 is not excusable neglect.
23

24
25 ///

26
27 2. "There has only been one discovery extension that was requested by the Plaintiff
28 because they were having difficulty obtaining an expert witness during these
unprecedented OCVID-19 times"

1 CONCLUSION

2
3 For the reasons set forth above, Plaintiff opposes the five month proposal
4 set forth by Defendants in the Motion to Extend Discovery deadlines and submit
5 the counterproposal set forth on Page 1 hereto.
6

7
8 /s/ Benjamin B. Childs

9 _____
10 BENJAMIN B. CHILDS, ESQ.
11 Nevada Bar No. 3946
12 Attorney for Plaintiff

13
14 Exhibits 1 Trial Order filed 6/26/2020
 2 Email chain 10/14/2020

15 CERTIFICATE OF ELECTRONIC SERVICE

16 This PLAINTIFF'S OPPOSITION TO MOTION TO EXTEND DISCOVERY
17 DEADLINES, with exhibits, was served through the Odyssey File and Serve system on August
18 14, 2020. Electronic service is in place of service by mailing.

19 /s/ Benjamin B. Childs, Sr.

20 _____
21 BENJAMIN B. CHILDS, Sr. ESQ.
22 NEVADA BAR # 3946
23
24
25
26
27
28

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

Ben Childs

Wed 10/14/2020 11:26 AM

To: Nikita Burdick <nburdick@burdicklawnv.com>

Bcc: frank miao <frankmiao@yahoo.com>



161disclosuresSupp081420wi...

205 KB

Here's the service confirmation, at least for the expert disclosure

BENJAMIN B. CHILDS, ESQ.

318 S. Maryland Parkway

Las Vegas, NV 89101

(702) 251 0000

Fax 385 1847

ben@benchilds.com

Important Notice: Privileged and/or confidential information, including attorney-client communication may be contained in this message. This message is intended only for the individual directed. Any dissemination, transmission, distribution, copying or other use, or taking any action in reliance on this message by persons or entities other than the intended recipient is prohibited and illegal. If you receive this message in error, please delete. Nothing herein is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

...

Ben Childs

Wed 10/14/2020 11:22 AM

To: Nikita Burdick <nburdick@burdicklawnv.com>

Bcc: frank miao <frankmiao@yahoo.com>



161disclosuresSupp081420wi...

19 MB



Substitutionatt061120.pdf

465 KB

2 attachments (20 MB) Download all Save all to OneDrive - benchilds.com

The Supplement was eserved on August 14. I can go get the eservice confirmation from Odessey if you want.

I filed a Substitution of Counsel with Mr. Marx on June 16, 2020.

Copies of both documents are attached.

BENJAMIN B. CHILDS, ESQ.

318 S. Maryland Parkway

Las Vegas, NV 89101

(702) 251 0000

Fax 385 1847

ben@benchilds.com

Important Notice: Privileged and/or confidential information, including attorney-client communication may be contained in this message. This message is intended only for the individual directed. Any dissemination, transmission, distribution, copying or other use, or taking any action in reliance on this message by persons or entities other than the intended recipient is prohibited and illegal. If you receive this message in error, please delete. Nothing herein is intended to constitute an electronic signature unless a specific statement to the

0883



Nikita Burdick <nburdick@burdicklawnv.com>
Wed 10/14/2020 11:15 AM
To: Ben Childs



Good Morning Ben,

I wanted to reach out to just you first regarding your update to the Court. First, I believe Brad Marx is counsel now. Second, we were not served with any expert disclosures. I have verified our records and I do not see any expert disclosures served. If you are referring to the correct case of WLAB v. TKNR then please advise when this was served so I can look into it further. However, my records that I have verified with Odyssey so far has not indicated any expert disclosures being served.

Thank you!

Best Regards,
Nikita Burdick, Esq.
Burdick Law, PLLC
[702-481-9207](tel:702-481-9207)
nburdick@burdicklawnv.com

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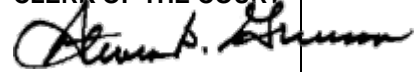


EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2



OSCJC

DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR, INC., et al.,

Defendants.

CASE NO. A-18-785917-C

DEPT. NO. XIV

NOTICE: PURSUANT TO THE STIPULATION OF THE PARTIES,
ADMINISTRATIVE ORDER 20-17, AND/OR DUE TO THE ONGOING COVID-19
PANDEMIC, THE COURT MAY HAVE ADDED ADDITIONAL TIME TO THE
BELOW DISCOVERY DATES FOR THE ABOVE-REFERENCED MATTER.

SCHEDULING ORDER AND ORDER SETTING CIVIL JURY TRIAL

NATURE OF ACTION: **Other Real Property.**

TIME REQUIRED FOR TRIAL: **5-7 Days.**

TRIAL READY DATE: **January 21, 2021.**

STATUS CHECK FOR SETTLEMENT CONFERENCE: **September 2,**

2020 on Chambers Calendar.

Counsel representing all parties and after consideration by the Discovery
Commissioner,

IT IS HEREBY ORDERED:

1. All parties shall complete discovery on or before **October 30, 2020.**
2. All parties shall file motions to amend pleadings or add parties on
or before **August 14, 2020.**
3. All parties shall make initial expert disclosures pursuant to N.R.C.P.
16.1(a)(2) on or before **August 15, 2020.**

1 4. All parties shall make rebuttal expert disclosures pursuant to
2 N.R.C.P. 16.1(a)(2) on or before **September 25, 2020.**

3 5. All parties shall file dispositive motions on or before **October 20,**
4 **2020.**

5 Certain dates from your case conference report(s) may have been
6 changed to bring them into compliance with N.R.C.P. 16.1.

7 Unless otherwise directed by the court, all pretrial disclosures pursuant to
8 N.R.C.P. 16.1(a)(3) must be made at least 30 days before trial.

9 Motions for extensions of discovery shall be made to the Discovery
10 Commissioner in strict accordance with E.D.C.R. 2.35. Discovery is completed
11 on the day responses are due or the day a deposition begins.

12 Unless otherwise ordered, all discovery disputes (except disputes
13 presented at a pre-trial conference or at trial) must first be heard by the
14 Discovery Commissioner.

15 IT IS HEREBY ORDERED THAT:

16 A. The above-entitled case is set to be tried to a jury on a **Five week**
17 **stack** to begin _____, **at 9:30 a.m.**, in Department 14, located at 200
18 Lewis Avenue, Las Vegas, Nevada in Courtroom 14C.

19 B. A Calendar Call will be held on _____, **at 9:30 a.m.**
20 Trial Counsel (and any party in proper person) must appear. Please note,
21 Department 14 does not conduct Pretrial Conferences. Parties must bring to
22 **Calendar Call** the following:

- 23
24 (1) Typed Exhibit lists, with all stipulated exhibits marked;
25 (2) Jury instructions in two groups, unopposed and opposed;
26 (3) Proposed *voir dire* questions;
(4) List of depositions;
(5) List of equipment needed for trial, including audiovisual equipment;¹

27 ¹ If counsel anticipates the need for audio visual equipment or appearance(s) during the trial, a
28 request must be submitted to the District Courts AV department following the calendar call.
Please visit <http://www.clarkcountycourts.us/> for instructions on Audio/Visual Appearance

1 (6) Courtesy copies of any legal briefs on trial issues.

2 C. **Pre-Trial Memorandum** – The Pre-Trial Memorandum must be
3 filed no later than **4:00 p.m. 10 days** prior to **Calendar Call**, with a courtesy copy
4 delivered or emailed to Department XIV. All parties (attorneys and parties in
5 proper person), **MUST** comply with **ALL REQUIREMENTS** of EDCR 2.67, 2.68
6 and 2.69. Counsel should include in the Memorandum an identification of orders
7 on all motions in limine or motions for partial summary judgment previously
8 made, a summary of any anticipated legal issues remaining, a brief summary of
9 the opinions to be offered by any witness to be called to offer opinion testimony
10 as well as any objections to the opinion testimony.

11 D. **Motions in Limine** – All motions in limine must be in writing and
12 filed no later than **8 weeks before Trial. Orders Shortening Time will not be**
13 **signed except in extreme emergencies.**

14 E. **Discovery Issues** – All discovery deadlines, deadlines for filing
15 dispositive motions, and motions to amend the pleadings or add parties are
16 controlled by the previously issued Scheduling Order.

17 F. Stipulations to continue a trial date will not be considered by the
18 Court. Pursuant to EDCR 2.35, a motion to continue trial due to any discovery
19 issues or deadlines must be made before the Discovery Commissioner.

20 **Failure of the designated trial attorney or any party appearing in**
21 **proper person to appear for any court appearances or to comply with this**
22 **Order shall result in any of the following: (1) dismissal of the action (2)**
23 **default judgment; (3) monetary sanctions; (4) vacation of trial date; and/or**
24 **any other appropriate remedy or sanction.**


25 Counsel is asked to notify the Court Recorder Sandra Anderson via
26 telephone (702) 641-4422 or email at AndersonS@clarkcountycourts.us at least
27

28 Request Instructions.

1 one month in advance if they are going to require daily copies of the transcripts
2 of this trial. Failure to do so may result in a delay in the production of the
3 transcripts.

4 Counsel must advise the Court immediately when the case settles or is
5 otherwise resolved prior to trial. A stipulation which terminates a case by
6 dismissal shall indicate whether a Scheduling Order has been filed and, if a trial
7 date has been set, the date of that trial. A copy should be provided to Chambers.

8 DATED this 26th day of June, 2020.

9
10 

11 ADRIANA ESCOBAR
12 DISTRICT COURT JUDGE

13 **CERTIFICATE OF SERVICE**

14 I hereby certify that on or about the date signed, a copy of this Order was
15 electronically served to all registered parties in the Eighth Judicial District Court
16 Electronically Filing Program.

17
18
19 /s/ Diana D. Powell

20 Diana D. Powell, Judicial Assistant
21
22
23
24
25
26
27
28

IN THE SUPREME COURT OF NEVADA

BENJAMIN B. CHILDS;

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLAK, THE
HONORABLE ADRIANA ESCOBAR,

Respondent,

WLAB INVESTMENT, LLC, TKNR,
INC., a California Corporation, and CHI
ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN,
aka KEN ZHONG LIN aka
KENNETHZHONG LIN aka WHONG
K. LIN aka CHONG KENNY LIN aka
ZHONG LIN, an individual, and LIWE
HELEN CHEN aka HELEN CHEN, an
individual and YANQIU ZHANG, an
individual and INVESTPRO LLC dba
INVESTPROREALTY, a Nevada
Limited Liability Company, and MAN
CHAU CHENG, an individual, and
JOYCE A. NICKRANDT, an individual,
and INVESTPROINVESTMENTS LLC,
a Nevada Limited Liability Company,
and INVESTPROMANAGER LLC, a
Nevada Limited Liability Company and
JOYCE A. NICKDRANDT, an
individual and does 1through 15 and roe
corporation I-XXX;

Real Party in Interest.

CASE NO.: 82967

DC Case No.: A-18-785917-C
Dept. No.: XIV

DC Judge: Hon. Adriana Escobar

Appeal from the Eighth Judicial District Court of the State of Nevada in and for
the County of Clark

The Honorable Adriana Escobar, District Judge

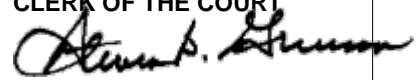
APPENDIX VOLUME V

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**APPENDIX
VOLUME V**

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IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

CASE NO.: A-18-785917-C

DEPT. NO.: XIV

Plaintiff,

vs.

SUPPLEMENT TO DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT
AND OPPOSITION TO
COUNTERMOTION FOR
CONTINUANCE BASED ON NRCP 56(f)
AND COUNTERMOTION FOR
IMPOSITION OF MONETARY
SANCTIONS

TKNR INC., a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an
individual, and KENNY ZHONG LIN, aka
KEN ZHONG LIN aka KENNETH ZHONG
LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, an individual,
and LIWE HELEN CHEN aka HELEN
CHEN, an individual and YAN QIU ZHANG,
an individual, and INVESTPRO LLC dba
INVESTPRO REALTY, a Nevada Limited
Liability Company, and MAN CHAU
CHENG, an individual, and JOYCE A.
NICKRANDT, an individual, and
INVESTPRO INVESTMENTS LLC, a
Nevada Limited Liability Company, and
INVESTPRO MANAGER LLC, a Nevada
Limited Liability Company and JOYCE A.
NICKRANDT, an individual and Does 1
through 15 and Roe Corporation I - XXX,

Defendants.

Defendants TKNR INC. ("TKNR"), CHI ON WONG ("WONG"), KENNY ZHONG
LIN ("LIN"), LIWE HELEN CHEN ("CHEN"), YAN QIU ZHANG ("ZHANG"), INVESTPRO
LLC ("INVESTPRO"), MAN CHAU CHENG ("CHENG"), JOYCE A. NICKRANDT
("NICKRANDT"), INVESTPRO INVESTMENTS, LLC ("Investments"), and INVESTPRO
MANAGER LLC ("Manager") (hereinafter collectively referred to as the "Defendants"), by and

1 through their counsel of record, Michael B. Lee, P.C., hereby files this Supplement
2 (“Supplement”) to Defendants’ Motion for Summary Judgment (“Motion”). This Supplement is
3 made on the deposition of Frank Miao (“Miao”), the designated 30(b)(6) witness for Plaintiff W
4 L A B INVESTMENT, LLC (“Plaintiff” or “WLAB”).

5 **MEMORANDUM OF POINTS AND AUTHORITIES**

6 **I. INTRODUCTION**

7 **A. Overview**

8 This supplement includes the testimony of Mr. Miao following his deposition as the
9 person most knowledgeable (“PMK”) for Plaintiff. Mr. Miao’s testimony confirmed numerous
10 undisputed facts that are dispositive to Plaintiff’s claims and support granting Summary
11 Judgment as requested by Defendants’ Motion.

12 **B. Undisputed Facts as Provided by Mr. Miao**

13 1. Plaintiff is Sophisticated Buyer

14 Since 2008, Mr. Miao, Ms. Zhu, and/or Plaintiff have been involved in the purchase of
15 approximately twenty residential properties. Miao Deposition at 129:12-18, 138:6-17 attached
16 as **Exhibit 1**. In Clark County alone, Ms. Zhu and Mr. Miao were involved with the purchase of
17 at least eight rental properties starting in 2014. *Id.* at 111:1-25, 114:19-22. Plaintiff understands
18 the importance of reading contracts. *Id.* at 44:17-24. Additionally, Mr. Miao specified that he
19 understands that he needs to check public records when conducting his due diligence. *Id.* at
20 56:21-24.

21 2. Plaintiff’s Purchase of Property was Part of 1031 Exchange

22 As to the Property, Plaintiff purchased it as part of a 1031 exchange with four other
23 properties at that time. *Id.* at 114:23-25-115:1-8, 149:1-8, 149:21-25. Plaintiff had an issue with
24 financing and the appraisal for the Property, which threatened the 1031 Exchange. *Id.* at 153:12-
25 25. Interestingly, although the Property failed the appraisal for a value of \$200,000, Plaintiff still
26 pressed forward with the sale although it has not provided the appraisal or the basis for why the
27 Property did not apprise for \$200,000. Prior to purchasing it, Plaintiff was aware that TKNR had
28 purchased it as a foreclosure. *Id.* at 216:22-25.

3. Requirement to Inspect was Known

In terms of the RPA (as defined by the Motion), the terms of the contract were clear to Plaintiff. *Id.* at 156:7-21 (due diligence period), 163:3-11. As to Paragraph 7(A), Mr. Miao specified that he believed that his inspection and conversations with the tenant constituted the actions necessary to deem the Property as satisfactory for Plaintiff's purchase.

19 · · · A. · Yes. · Based on -- we bought this -- we go
20 to the inspection, then we also talk to the tenant,
21 so we thinking this is investment property; right?
22 So financial it's looking at the rent, it's
23 reasonable, it's not very high compared with the
24 surrounding area. · Then also financially, it's good.
25 · · · · Then I take a look at the -- everything
Page 164
· 1 outside. · Good. · So I said, Fine. · That's satisfied.
· 2 That's the reason I command my wife to sign the
· 3 purchase agreement.

Id. at 164:9-25-165:1-3.

At all times relevant prior to the purchase of the Property, Plaintiff had access to inspect the entire property and conduct non-invasive, non-destructive inspections:

· 2 · · · Q. · So at the time when you did your
· 3 diligence, you had a right to conduct noninvasive,
· 4 nondestructive inspection; correct?
· 5 · · · A. · Yes, I did.
· 6 · · · Q. · And you had the opportunity to inspect all
· 7 the structures?
· 8 · · · A. · I check the other one -- on the walk, I
· 9 don't see the new cracking, so the -- some older
10 cracking. · I check the neighbor who also have that
11 one. · I think it's okay; right? · Then the --

Id. at 166:2-11.

8 · · · Q. · So you had the right to inspect the
· 9 structure; correct?
10 · · · A. · Yes, yes, I did that.
11 · · · Q. · You had the right to inspect the roof; is
12 that correct?
13 · · · A. · Yes.
14 · · · Q. · Okay. · Did you do that?
15 · · · A. · I forgot. · I maybe did that because
16 usually I go to the roof.

* * *

22 · · · Q. · You had the right to inspect the
23 mechanical system; correct?
24 · · · A. · Right. · Yes, yes.

25 · · · Q · You had the right to inspect the
Page 167

· 1 electrical systems; correct?

· 2 · · · A · I check the electrical system, yes.

· 3 · · · Q · You had a right to inspect the plumbing
· 4 systems; correct?

· 5 · · · A · Yes.

· 6 · · · Q · You had the right to inspect the
· 7 heating/air conditioning system; correct?

· 8 · · · A · Yes.

* * *

· 3 · · · Q · And then you could have inspected any
· 4 other property or system within the property itself;
· 5 correct?

· 6 · · · A · Yes, yes.

Id. at 167:8-16, 167:22-25-168:1-11, 168:25-169:1-6.

Prior to the purchase, Mr. Miao was always aware that the Seller "strongly recommended
that buyer retain licensed Nevada professionals to conduct inspections":

13 · · · Q · "It is strongly recommended that buyer
14 retain licensed Nevada professionals to conduct
15 inspections."

16 · · · A · Yes.

17 · · · Q · Yeah. So you were aware of this
18 recommendation at the time --

19 · · · A · Yeah, I know.

Id. at 176:13-19.

Plaintiff was also aware of the language in the RPA under Paragraph 7(D) that limited
potential damages that could have been discovered by an inspection:

18 · · · Q · Okay. So going back to paragraph 7D --

19 · · · A · Yeah.

20 · · · Q · -- right, after the language that's in
21 italics, would you admit that because it's in the
22 italics, it's conspicuous, you can see this
23 language?

24 · · · A · Yeah. Yeah.

25 · · · Q · Okay. Then it goes on to say, "If any
Page 179

· 1 inspection is not completed and requested repairs
· 2 are not delivered to seller within the due diligence
· 3 period, buyer is deemed to have waived the right to
· 4 that inspection and seller's liability for the cost
· 5 of all repairs that inspection would have reasonably
· 6 identified had it been conducted."

· 7 · · · · Did I read that correctly?

· 8 · · · A · Yes, yes.

· 9 · · · Q · Okay. So we'll eventually get to the
10 issues that, you know, Ms. Chen identified that you

11 wanted corrected in the emails or text messages.
12 Is that fair to say that those are the
13 only issues that you deemed needed to be resolved to
14 go forward with the purchase?
15 . . . A. . . Yeah. . After that time, yes.

16 *Id.* at 179:18-25-180:1-15. Finally, as to the RPA, Mr. Miao agreed that all the terms in it were
17 conspicuous and understandable, and it was a standard agreement similar to the other agreements
18 he had used in purchasing the other properties in Clark County, Nevada. *Id.* at 198:19-25-199:1-
19 2, 200:3-15.

20 3. *Mr. Miao Does Inspections for Plaintiff Although he is not a Licensed,
21 Bonded Professional Inspector*

22 As to all the properties purchased by Plaintiff, Mr. Miao always does the inspections and
23 does not believe a professional inspection is necessary. *Id.* at 116:2-9, 119:3-25, 140:5-10.
24 Based on his own belief, he does not believe that a professional inspection is necessary for multi-
25 tenant residential properties. *Id.*, 120:6-9 (his own understanding), 120:16-25 (secondhand
26 information he received). Notably, he does not have any professional license related to being a
27 general contractor, inspector, appraiser, or project manager. *Id.* at 123:5-16 (no professional
28 licenses), 123:23-24 (no property management license), 169:7-14 (no licensed or bonded
inspector), 171:23-25 (have not read the 1952 Uniformed Building Code), 172:17-19 (not an
electrician), 172:23-25-1-16 (no general contractor license or qualified under the intentional
building code), 174:13-23 (not familiar with the international residential code). Importantly, he
has never hired a professional inspector in Clark County, *Id.* at 140:19-21, so does not actually
know what a professional inspection would encompass here. *Id.* at 143:9-13, 144:8-19. The
main reason Plaintiff does not use a professional inspector is because of the cost. *Id.* at 147:2-7.
On or about August 10, 2017, Mr. Miao did an inspection of the Property. *Id.* at 158:1-25-159:1-
12. During that time, he admitted that he noticed some issues with the Property that were not up
to code, finishing issues, GFCI outlets¹, and electrical issues:

¹ The Second Amended Complaint references GFCI at Paragraph 31(a). This illustrates the overall bad faith
and frivolous nature of the pleading since Mr. Miao is the one who requested TKNR to install these for
Plaintiff.

16 · · · A. · I looked at a lot of things. · For example,
17 like, the -- I point out some drywall is not
18 finished; right? · And the -- some of smoke alarm is
19 not -- is missing and -- which is law required to
20 put in for smoke alarm. · Then no carbon monoxide
21 alarm, so I ask them to put in.
22 · · · · · Then in the kitchen, lot of electrical,
23 the outlet is not a GFCI outlet, so I tell them, I
24 said, You need to change this GFCI. · Right now this
25 outlet is not meet code. · You probably have problem.

7 *Id.* Similarly, he also specified that there was an issue with exposed electrical in Unit C.
8 175:10-24. He also noted that there could have been a potential asbestos issue as well. *Id.* at
9 160:7-12. Additionally, he noted that there were cracks in the ceramic floor tiles, *Id.* at 249:22-
10 25, and he was aware of visible cracks in the concrete foundation, *Id.* at 269:13-22 (aware of slab
11 cracks), which were open and obvious. *Id.* at 270:14-24. He also admitted that he could also
12 have seen the dryer vent during his inspection. *Id.* at 269:23-25. As to those issues, Mr. Miao
13 determined that the aforementioned issues were the only issues that TKNR needed to be fixed
14 after his inspection. *Id.* at 171:2-9 (was only concerned about the appraisal), *Id.* at 219:13-25-
15 221:1-2.

16 Moreover, Mr. Miao received the Seller's Real Property Disclosure Form ("SRPDF")
17 prior to the purchase of the Property. *Id.* at 201:22-25. As to SRPDF, Plaintiff was aware that
18 TKNR was an investor who had not resided in the Property, and there were issues with the
19 heating systems, cooling systems, and that there was work done without permits. *Id.* at 201:1-
20 25-202:1-12. Similarly, it was aware that the Property was 63 years old at that time, *Id.* at 204:4-
21 7, and all the work was done by a handyman other than the HVAC installation. *Id.* at 205:14-25,
22 *Id.* at 134:14-25 (understands the difference between a handyman and a licensed contractor),
23 243:2 ("Yes. They did by the handyman, yes.").

24 Despite these disclosures, Mr. Miao never followed up:

25 23 · · · Q. · Okay. · So when they disclosed that there
26 24 was construction and modification, alterations,
27 25 and/or repairs made without State, City, County
28 Page 205
· 1 building permits, which was also work that was done
· 2 by owner's handyman, did you ever do any follow-up
· 3 inquiries to the seller about this issue?

1 4 · · · A · · No, I didn't follow up ·

2 *Id.* at 204:23-25-205:1-4. However, Mr. Miao also admitted that he could have followed up on
3 the issues identified in the SRPDF that included the HVAC and the permits:

4 10 · · · Q · Under the disclosure form --
5 11 · · · A · Yeah.
6 12 · · · Q · -- like, where it specified that there
7 13 were heating system/cooling system issues that
8 14 they're aware of, that you could have elected to
9 15 have an inspection done at that time; correct?
10 16 · · · A · Yes.

11 *Id.* at 206:10-16.

12 15 · · · Q · Okay · So as your attorney said, you could
13 16 have obtained a copy of the permits at any time?
14 17 Yes?
15 18 · · · A · Yes.
16 19 · · · Q · Okay · And then it's fair to say that just
17 20 put you on notice of the potential permit issue;
18 21 correct?
19 22 · · · A · Yes.
20 23 · · · Q · It also put you on notice of the issues of
21 24 everything that's basically specified on page 38;
22 25 correct?
23 Page 209
24 1 · · · A · Yes.

25 *Id.* at 208:15-25-209:1, 245:22-25 (could have obtained permit information in 2018).

26 Similarly, Mr. Miao was aware that he should have contacted the local building
27 department as part of his due diligence:

28 22 · · · Q · Okay · So you understand that for more
29 23 information during the diligence process, you should
30 24 contact the local building department?
31 25 · · · A · Yes ·

32 Page 260

33 * * *

34 ·5 · · · Q · -- it provides you with the address of the
35 ·6 building and safety department; is that correct?

36 ·7 · · · A · Yes.

37 ·8 · · · Q · And the office hours; is that correct?

38 ·9 · · · A · Yes.

39 10 · · · Q · And it also provides you with a phone
40 11 number; correct?

41 12 · · · A · Yes.

42 13 · · · Q · And this is information or resources that
43 14 you could have used at any time related to finding
44 15 information about the permits of the property;
45 16 correct?

46 17 · · · A · Yes.

18 . . . Q. . . And this would have been true prior to the
19 purchase of the building; correct?
20 . . . A. . . Yes.
21 . . . Q. . . And this would also have been true at the
22 time you read the disclosure that specified that
23 some of the improvements or some of the disclosures
24 had been done without a permit; right?
25 . . . A. . . Yes.

Id. at 260:22-25, 261:5-25.

Plaintiff was also on notice of the potential for mold and the requirement to get a mold inspection:

5 . . . Q. . . Okay. . . And it says, "It's the buyer's duty
6 to inspect. . . Buyer hereby assumes responsibility to
7 conduct whatever inspections buyer deems necessary
8 to inspect the property for mold contamination.
9 "Companies able to perform such
10 inspections can be found in the yellow pages under
11 environmental and ecological services."
12 I read that correctly? . . Yes?
13 . . . A. . . Yes.
14 . . . Q. . . Okay. . . And then you elected not to get a
15 mold inspection; correct?
16 . . . A. . . Yeah.

Id. at 213:5-16.

5 . . . Q. . . So you relied upon your own determination
6 related to the potential mold exposure of the
7 property; correct?
8 . . . A. . . Yes.
9 . . . Q. . . Okay. . . And you elected to proceed with
10 purchasing it without a professional mold
11 inspection; correct?
12 . . . A. . . Yes.

Id. at 216:5-12. Despite actual knowledge of these issues, Plaintiff did not elect to have a professional inspection done. 160:17-20. It would have refused to get a professional inspection because it believed that Mr. Miao had already performed one. *Id.* at 162:23-25-163:1.

Finally, Plaintiff was also acutely aware of the requirement of Nevada law to protect itself by getting an inspection:

2 . . . Q. . . If we go to page 40 --
3 . . . A. . . Mm-hmm.
4 . . . Q. . . --- there's a bunch of Nevada statutes

1 ·5 here.
2 ·6 · · · A · · Mm-hmm.
3 ·7 · · · Q · · If you look at NRS 113.140 --
4 ·8 · · · A · · Mm-hmm.
5 ·9 · · · Q · · -- do you see that at the top of the page?
6 10 "Disclosure of unknown defects not required. Form
7 11 does not constitute warranty duty of buyer and
8 12 prospective buyer to exercise reasonable care."
9 13 · · · · · Do you see that?
10 14 · · · A · · Yes.
11 15 · · · Q · · Okay. So this disclosure form gave Marie
12 16 Zhu, your wife, a copy of the Nevada law that was
13 17 applicable to the sale of the property; correct?
14 18 · · · A · · Yeah.
15 19 · · · Q · · Okay. And under NRS 113.1403, it
16 20 specifies, "Either this chapter or Chapter 645 of
17 21 the NRS relieves a buyer or prospective buyer of the
18 22 duty to exercise reasonable care to protect
19 23 himself."
20 24 · · · · · Did I read that correctly?
21 25 · · · A · · Yes.

22 *Id.* at 209:2-25. As such, no dispute exists that Plaintiff was aware that the Property had the
23 same issues complained of in the pleadings at the time it put an offer on it, and that Plaintiff
24 assumed the risk of failing to exercise reasonable care to protect itself.

25 4. *No Dispute a Professional Inspection Could Have Revealed the Alleged*
26 *Issues*

27 The alleged defects identified by both parties' experts could have been discovered at the
28 time of the original purchase. As to the ability to inspect, Mr. Miao admitted that he had access
to the entire building. *Id.* at 250:22-25. He had access to the attic and looked at it. *Id.* at 251:4-
14. Mr. Miao admitted that Plaintiff's expert examined the same areas that he did:

15 ·6 · · · Q · · Okay. So you walked through the property
16 ·7 with him at the time he did his inspection; correct?
17 ·8 · · · A · · Right.
18 ·9 · · · Q · · Okay. During that time, did he inspect
19 10 any areas that -- that you did not have access to in
20 11 2017?
21 12 · · · A · · Yes. He didn't go to anything I didn't
22 13 inspect during 2017 too.
23 14 · · · Q · · So he inspected the same areas you
24 15 inspected?
25 16 · · · A · · Yes, yes.

26 *Id.* at 291:6-16. Notably, Plaintiff's expert did not do any destructive testing, so the expert's
27 access was exactly the same as Mr. Miao's original inspection. *Id.* at 291:1-5. Mr. Miao

1 admitted that Plaintiff's expert's inspection of the HVAC, *Id.* at 292:2-5, 293:18-23, and the
2 plumbing system, *Id.* at 300:19-25-301:1-4, would have been the same as his in 2017. He also
3 admitted that the pictures attached to Plaintiff's expert report were areas that he could have
4 inspected in 2017. *Id.* at 302:6-13.

5 Additionally, Mr. Miao accompanied Defendants' expert during his inspection. *Id.* at
6 320:31-25. As before, Mr. Miao had the same access to the Property in 2017 for the areas
7 inspected by Defendants' expert. *Id.* at 321:1-6. Mr. Miao agreed with Defendants' expert that
8 the alleged conditions identified by Plaintiff's expert were "open and obvious":

9 22 · · · Q. · And then the second line down, the first
10 23 sentence begins, "Items complained about in the Sani
11 24 report were open and obvious in the roof area, attic
12 25 area, and on the exterior/interior of the property."
13 Page 318

* * *

12 ·3 · · · Q. · Do you agree with this statement?
13 ·4 · · · A. · Yes.

14 *Id.* at 318:22-25-319:3-4. He also agreed with Defendants' expert's finding that there was no
15 noticeable sagging in the roof. *Id.* at 333:20-24.

16 Incredibly, Mr. Miao also recognized the deficiency in Plaintiff's expert's report that
17 failed to differentiate between conditions prior to when TKNR owned the Property, while it
18 owned it, and those afterwards:

19 17 · · · Q. · -- midway down the first complete sentence
20 18 says, "The Sani report does not recognize prior
21 19 conditions in existence before any work took place
22 20 by defendants."

21 21 · · · · · Do you agree with this statement?
22 Page 321

* * *

23 ·3 · · · · · Yes, yes.
24 ·4 BY MR. LEE:
25 ·5 · · · Q. · You agree with that? Okay.
26 ·6 · · · A. · Agree.

27 *Id.* at 321:17-21 – 322:3-6. This would have also included any issues with the dryer vent and
28 ducts, *Id.* at 325:3-20, as he recognized that most rentals do not include washer / dryer units. *Id.*
at 326:7-25-327:1-9.

///

5. No Permits Required for Cosmetic Work by TKNR

No dispute exists that TKNR did not need permits for the interior work it had done to the Property. Mr. Miao admitted the following:

·5· · · Q· · Number 5 says, "Painting, papering,
·6 tiling, carpeting, cabinets, countertops, interior
·7 wall, floor or ceiling covering, and similar finish
·8 work."
·9· · · · · Do you see that?
10· · · A· · Yes.
11· · · Q· · So you agree that no permits are required
12 for any of these types of work; correct?
13· · · A· · Yes.

Id. at 262:5-13.

·1 Window Replacements where no structural member -- no
·2 structural member is altered or changed," that does
·3 not need a permit either; right?
·4· · · A· · Yes.

Id. at 265:1-4.

17· · · Q· · Okay· If you turn the page to 82,
18 Plumbing Improvements, no permits required to repair
19 or replace the sink; correct?
20· · · A· · Yes.
21· · · Q· · To repair or replace a toilet?
22· · · A· · Yes.
23· · · Q· · To repair or replace a faucet?
24· · · A· · Yes.
25· · · Q· · Resurfacing or replacing countertops?
Page 264
·1· · · A· · Yes.
·2· · · Q· · Resurfacing shower walls?
·3· · · A· · Yes.
·4· · · Q· · Repair or replace shower heads?
·5· · · A· · Yes.
·6· · · Q· · Repair or replace rain gutters and down
·7 spouts?
·8· · · A· · Yes.
·9· · · Q· · Regrouting tile?
10· · · A· · Yes.
11· · · Q· · And a hose bib, whatever that is.
12· · · A· · Water freezer· It's, like, for the
13 filtration of the water.
14· · · Q· · Okay· And then for the mechanical, no
15 permits required for portable heating appliances;
16 correct.
17· · · A· · Yes.
18· · · Q· · For portable ventilation appliances?
19· · · A· · Yes.

20 · · · Q · · Or portable cooling units; correct?
21 · · · A · · Yes.
22 · · · Q · · And for portable evaporative coolers
23 installed in windows; correct?
24 · · · A · · Yes.

Id. at 264:17-25-265:1-24.

6. *Plaintiff Desperate to Close on Property to Complete 1031 Exchange*

Plaintiff needed to close on the Property to complete the 1031 Exchange. *Id.* at 286:1-7. Thus, when it could not close on the first RPA, it agreed to the second RPA and waived all inspections. *Id.* at 281:12-16 (Miao did inspections already), 288:22-25-289:1-6. Plaintiff could not meet the close of escrow because its financing fell through for the Property, so it amended the first RPA and agreed to guaranty the purchase price of \$200,000 and put down \$60,000 as earnest money to get TKNR to agree to the second RPA. *Id.* at 285:4-25-286:1-7.

7. *Plaintiff Does not Disclose the Alleged Issues to Potential Tenants*

Since the date it purchased the Property, Plaintiff has always been trying to lease it. *Id.* at 330:19-25-331:1-2. According to Mr. Miao, the landlord must provide safe housing for the tenant:

19 · · · · · Then also in according to the law, and
20 they said it very clearly, because this is
21 residential income property, right, rental income
22 property, multi-family, we need -- landlord need
23 provide housing and well-being and -- for the
24 tenant. The tenant is not going to do all this
25 inspection. They can't. The burden is on the
Page 120
· 1 landlord to make sure all these building is safe and
· 2 in good condition.

Id. at 120:16-25-121:1-2, 140:10-14. However, they have not done any of the repairs listed by Plaintiff's expert. *Id.* at 331:3-12. This illustrates the lack of merit of Plaintiff that there are underlying conditions with the Property.

Moreover, it does not provide any notice to the tenants about its expert's report or this litigation:

· 6 · · · Q · · All right. In terms of tenants -- renting
· 7 out the units to any tenants, do you ever provide
· 8 them with a copy of the Sani report?

9 · · · A. · No.

10 · · · Q. · Do you ever provide them with any of the
11 pleadings or the first amended complaint, second
12 amended complaint, the complaint itself?

13 · · · A. · No.

* * *

22 · · · Q. · Okay. · So basically, you just tell them,
23 There's this. · You can inspect the unit if you want;
24 is that it?

25 · · · A. · Yeah. · And also we need to tell is a lot
Page 337

1 of things report that we don't need to go to the
· 2 inside the building. · It's wall cracking. · It's
· 3 outside. · You can see.

· 4 · · · Q. · Okay. · So it's open and obvious for them?

· 5 · · · A. · Yeah. · You can see always outside.

10 *Id.* at 337:6-13, 337:22-25-338:1-5. This illustrates the lack of merit of Plaintiff's claims, proven
11 that it has done nothing to correct the allegedly deficient conditions that are clearly not so
12 dangerous as it does not tell prospective tenants about them.

13 8. *Squatters or Tenants Could Have Damaged the Property*

14 Multiple third parties could have potentially damaged the Property. The Property has a
15 historic problem with squatters during the time that Plaintiff owned it:

12 · · · Q. · Do you generally have a squatter problem
13 with the property?

14 · · · A. · Yes. · As a matter of fact, today I just
15 saw the one text message that said one -- some
16 people go to my apartment.

19 *Id.* at 110:12-16. He also admitted that tenants could have damaged the Property while they
20 were occupying it:

21 · 4 · · · Q. · Okay. · So the tenant in this context would
22 · 5 have damaged the unit at the time that you owned it;
23 · 6 is that fair?

24 · 7 · · · A. · Maybe. · Yes.

25 · 8 · · · Q. · Okay. · So some of the -- so the damage
26 · 9 that was to the water heater system, could the
27 · 10 tenant have damaged that as well?

28 · 11 · · · A. · Yes.

12 · · · Q. · And then he could have damaged the cooler
13 pump and the valve as well; is that correct?

14 · · · A. · Yes.

15 · · · Q. · Okay. · Then on 122, these are all issues
16 that the tenant could have damaged; is that correct?

17 · · · A. · Yes.

18 · · · Q. · And then the same through for 145; is that

19 right?
20 · · · A. · · Yes.

Id. at 306:4-20, 330:5-7. This could also account for the cracking on the walls. Id. at 310:8-12.
Tenants could have also damaged the Property if they hit it with their cars. Id. at 332:14-16.

9. No Evidence That Defendants Knew of Alleged Conditions

Plaintiff's case is based on speculation that Defendants knew about the alleged conditions in the Property; however, Mr. Miao admitted that there is no evidence that shows Defendants knew about them. Id. at 245:1-13 (speculating that InvestPro made changes). The entire case is based on Mr. Miao's personal belief and speculation. Id. at 253:17-19.

Mr. Miao admitted that he has no evidence Defendants knew about the alleged moisture conditions. Id. at 293:24-25-294:1-3. Additionally, he also admitted that there is no evidence that Defendants knew about the alleged issues with the plumbing system. Id. at 301:21-24. He also admitted that he did not know if Defendants knew about the alleged issues with the duct work when they owned the Property. Id. at 314:5-19. He also recognized the deficiency in Plaintiff's expert's report that failed to differentiate between conditions prior to when TKNR owned the Property, while it owned it, and those afterwards. Id. at 321:17-21 – 322:3-6. He also recognized that a 63 year old property could have issues that were not caused by Defendants. Id. at 324:6-15. This would have also included any issues with the dryer vent and ducts, Id. at 325:3-20, and when the duct became disconnected. Id. at 329:1-16.

Notably, during Mr. Miao's due diligence period, he spoke with the tenants of the Property. Id. at 163:12-25-164:1-6. This included a conversation with the long-term tenant of Unit A, who still resides in the Property to this day. Id. At that time, the tenant reported being very happy with the Property and had no complaints. Id. In fact, the tenant reported still being very happy with the Property. Id. at 170:7-9. This illustrates that there is no basis that Defendants should have been aware of any of the issues when Mr. Miao, a self-professed expert, did not even know about them following his inspection.

///

///

10. No Basis for Claims for RICO and/or Related to Flipping Fund

The Flipping Fund had nothing to do with Plaintiff's decision to purchase the Property.

Id. at 223:15-25.

20 · · · Q · · Yeah · So there's no way that you relied
21 upon any flipping fund since it would have been
22 closed at this time; right?
23 · · · A · · Yeah.

Id. at 274:20-23. He also admitted that he never received any pro forma, private placement information, calculations of profit and loss, capital contribution requirements, member share or units, or any such information about the Flipping Fund. *Id.* at 277:7-16. Mr. Miao solely made his statements in the Declaration related to the Flipping Fund based on information he reviewed on a website and alleged conversations at a holiday party. *Id.* at 227:22-25. He also specified that he does not know the structure between the Investpro Defendants and the scope of each's purpose. *Id.* at 230:20-25-231:1.

11. Miao Declaration is Based on Speculation and Hearsay

As to the representations in the Declaration to the Opposition to the Motion, Mr. Miao makes them according to his experience and his speculation:

11 · · · Q · · So you're -- when you say your experience,
12 it's based on you speculating based on your own
13 belief; correct?
14 · · · A · · Based on my experience.
15 · · · Q · · Okay · So you're still speculating; right?
16 · · · A · · Okay · Yes.

Id. at 233:11-16. His additional statements are based on hearsay statements from third parties.

Id. at 234:12-24. In terms of the allegations he made as to Defendants' knowledge, those are only based on his personal belief:

17 · · · Q · · So no one ever told you that · It's just
18 based on your own personal belief?
19 · · · A · · Yes.
20 · · · Q · · Okay · And then, "Removal of natural gas
21 supply line was, which occurred with no permit or
22 inspection and was not performed by active licensed
23 contractor as required by law," this is also based
24 on your personal belief?
25 · · · A · · Yeah

1 *Id.* at 253:17-25, 254:2-7 (electrical system – personal belief), 254:17-25 (personal belief about
2 HVAC).

3 24 · · · · · So as it relates to all these items here,
4 25 no defendant ever came up to you and said, Yes,
Page 255
5 1 we're actually aware of these issues; right?
· 2 · · · A. · No.

6 *Id.* at 255:24-25-256:1-2.

7 19 · · · Q. · This is the first time it ever became an
8 20 issue known to you; right?
21 · · · A. · Yeah, for the roof.
9 22 · · · Q. · How do you know that the defendants knew
23 about this issue?
10 24 · · · A. · I don't know -- I don't know the
25 defendant -- no. I don't know the defendant know
Page 256
11 1 this issue or not.

12 *Id.* at 256:19-25-257:1.

13 9 · · · Q. · Like, the violations were hidden behind
14 10 the drywall, like, what information do you have that
11 the defendants hid it behind the drywall? You know
12 or you don't know?
15 13 · · · A. · I just know behind the drywall that put
14 the vent without -- that is a violation, but I don't
16 15 know who did that.
17 16 · · · Q. · Okay. So you don't know who did it?
17 17 · · · A. · Yeah, yes.
18 18 · · · Q. · Okay. So it's possible that the
19 19 defendants did not know about it or hide it; is that
20 fair?
21 · · · A. · Yes.

20 *Id.* at 258:9-21.

21 22 · · · Q. · Okay. And then you have this other thing
22 23 about the wood paneling. Same question. How do you
24 know the defendants knew about it?
25 25 · · · A. · I don't know defendants know about it. I
Page 258
· 1 only found out this one.
24 · 2 · · · Q. · So it's possible they didn't know about
· 3 this issue as well; correct?
25 · 4 · · · A. · Yes.

26 *Id.* at 258:22-25-259:1-4.

27 · 1 · · · Q. · So "It's impossible that Defendants, at
· 2 least the ones involved in the sale, which are
28 · 3 Defendants TKNR, et cetera, did not know about the

·4 renovations."
·5 · · · · · So you're basically speculating; right?
·6 · · · A · · Yeah, yeah, yeah.

Id. at 260:1-6.

12. *Plaintiff Admitted it Inflated its Cost of Repairs*

Initially, Mr. Miao contacted contractors to bid the potential cost of repair for the Property, and determined that it would have been \$102,873.00. *Id.* at 307:6-22. However, Plaintiff's expert opined that the cost of repair would have been \$600,000, although he did not provide an itemized cost of repair. *Id.* at 334:17-21. This illustrates that the bad faith purposes of this lawsuit was to simply harass Defendants.

Mr. Miao perjured himself in his Declaration, Opp'n, Ex. 2. He denied, under the penalty of perjury, that he never made an offer to settle this matter for \$10,000. *Id.* at Page 5 of 5. However, during his deposition he admitted that he did make this offer. Ex. 1 at 259:5-15 ("so maybe I tell Lin, Just pay us \$10,000"). As noted in the Motion, this illustrates the overall bad faith of the litigation where Plaintiff admittedly amplified its alleged damages by more than 6x, and then trebled the damages, and have run up egregious attorneys' fees for this frivolous action. These are undisputed facts that prove abuse of process as a matter of law.

II. DISCUSSION

This Discussion is made in support of the Motion's request for summary judgment and broken down into two (2) subparts. Part A identifies the undisputed facts supported by Mr. Miao's deposition testimony establishing sufficient basis for the court to grant the Motion. Part B illustrates that Plaintiff has engaged in abuse of process by bringing this litigation, supporting summary judgment on Defendants' counterclaim for the same.

A. Mr. Miao's Admissions Support Summary Judgment in Favor of Defendants

1. *Undisputed That No Evidence Shows Defendants' Knowledge of Defects*

Nevada Revised Statute ("NRS") § 113.140 also provides that the Seller does not have to disclose any defect that he is unaware of. "Under NRS Chapter 113, residential property sellers are required to disclose any defects to buyers within a specified time before the property is conveyed." *Nelson v. Heer*, 163 P.3d 420, 425 (Nev. 2007) (citing NRS 113.140(1)). "NRS

1 113.140(1), however, provides that a seller is not required to ‘disclose a defect in residential
2 property of which [she] is not aware.’ ” *Id.* (citing NRS 113.100(1)). The Nevada Supreme
3 Court clarified that:

4 [a]scribing to the term “aware” its plain meaning, we determine
5 that the seller of residential real property does not have a duty to
6 disclose a defect or condition that “materially affects the value or
7 use of residential property in an adverse manner,” if the seller does
8 not realize, perceive, or have knowledge of that defect or
9 condition. Any other interpretation of the statute would be
unworkable, as it is impossible for a seller to disclose conditions in
the property of which he or she has no realization, perception, or
knowledge. The determination of whether a seller is aware of a
defect, however, is a question of fact to be decided by the trier of
fact.

10 *Id.* at 425 (citations omitted).

11 Here, Mr. Miao admitted that there is no evidence that shows Defendants knew about
12 them. *Id.* at 245:1-13 (speculating that InvestPro made changes). He admitted that he has no
13 evidence Defendants knew about the alleged moisture conditions. *Id.* at 293:24-25-294:1-3.
14 Additionally, he also admitted that there is no evidence that Defendants knew about the alleged
15 issues with the plumbing system. *Id.* at 301:21-24. He also admitted that he did not know if
16 Defendants knew about the alleged issues with the duct work when TKNR owned the Property.
17 *Id.* at 314:5-19. He also recognized the deficiency in Plaintiff’s expert’s report that failed to
18 differentiate between conditions prior to when TKNR owned the Property, while it owned it, and
19 those afterwards. *Id.* at 321:17-21 – 322:3-6. He also established that a 63 year old property
20 could have issues that were not caused by Defendants. *Id.* at 324:6-15. This would have also
21 included any issues with the dryer vent and ducts, *Id.* at 325:3-20, and when the duct became
22 disconnected. *Id.* at 329:1-16. Finally, as admitted by Mr. Miao, the long-term tenant of the
23 Property was very happy with it and still resides there today, never specifying that Defendants
24 knew or should have known about the alleged issues. *Id.* at 163:12-25-164:1-6.

25 2. *Undisputed That Plaintiff Knew About Issues From SRPDF*

26 “Liability for nondisclosure is generally not imposed where the buyer either knew of or
27 could have discovered the defects prior to the purchase.” *Land Baron Invs., Inc. v. Bonnie*
28 *Springs Family LP*, 131 Nev. 686, 696, 356 P.3d 511, 518 (2015). NRS § 113.140 clearly

1 provides that the Seller Disclosures does not constitute a warranty of the Subject Property and
2 that the Buyer still has a duty to exercise reasonable care to protect himself. A completed
3 disclosure form does not constitute an express or implied warranty regarding any condition of
4 residential property. NRS § 113.140(2). Chapters 113 and “645 of Nevada Revised Statutes do
5 not relieve a buyer or prospective buyer of the duty to exercise reasonable care to protect himself
6 or herself.” *Id.* at § 113.140(2).

7 Here, Plaintiff received the SRPDF prior to the purchase of the Property. *Id.* at 201:22-
8 25. As to SRPDF, Plaintiff was aware that TKNR was an investor who had not resided in the
9 Property, and there were issues with the heating systems, cooling systems, and that there was
10 work done without permits. *Id.* at 201:1-25-202:1-12. Similarly, it was aware that the Property
11 was 63 years old at that time, *Id.* at 204:4-7, and all the work was done by a handyman other than
12 the HVAC installation. *Id.* at 205:14-25, *Id.* at 134:14-25 (understands the difference between a
13 handyman and a licensed contractor), 243:2 (“Yes. They did by the handyman, yes.”).

14 Despite these disclosures, Mr. Miao never followed up although he acknowledged that he
15 knew about the alleged permit issues. *Id.* at 204:23-25-205:1-4. Mr. Miao admitted that he
16 could have followed up on the issues identified in the SRPDF that included the HVAC and the
17 permits, *Id.* at 206:10-16, and he knew how to investigate the permit issue. *Id.* at
18 208:15-25-209:1, 245:22-25 (could have obtained permit information in 2018). Similarly, Mr.
19 Miao was aware that he should have contacted the local building department as part of his due
20 diligence. *Id.* at 260:22-25, 261:5-25. Further, he admitted Plaintiff was also on notice of the
21 potential for mold and the requirement to get a mold inspection. *Id.* at 213:5-16. Finally,
22 Plaintiff was also acutely aware of the requirement of Nevada law to protect itself by getting an
23 inspection. *Id.* at 209:2-25. Despite actual knowledge of these issues, Plaintiff did not elect to
24 have a professional inspection done. *Id.* at 160:17-20.

25 3. *Undisputed That an Inspection Could Have Revealed Alleged Defects*

26 “Liability for nondisclosure is generally not imposed where the buyer either knew of or
27 could have discovered the defects prior to the purchase.” *Land Baron Invs., Inc. v. Bonnie*
28 *Springs Family LP*, 131 Nev. 686, 696, 356 P.3d 511, 518 (2015). Liability for nondisclosure

1 does not apply when such facts are within the reach of the diligent attention and observation of
2 the buyer. *Mackintosh*, 109 Nev. at 633, 855 P.2d at 552 (alteration in original) (internal
3 quotation marks omitted). A buyer waives its common law claims of negligent
4 misrepresentation, fraudulent or intentional misrepresentation, and/or unjust enrichment when it
5 expressly agreed that it would carry the duty to inspect the property and ensure that all aspects of
6 it were suitable prior to close of escrow, and the information was reasonably accessible to the
7 buyer. *Frederic and Barbara Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 427
8 P.3d 104, 111 (Nev. 2018).

9 Here, the alleged defects identified by both parties' experts could have been discovered at
10 the time of the original purchase. Mr. Miao admitted that he had access to the entire building
11 when he originally inspected the Property in 2017. *Id.* at 250:22-25. He had access to the attic
12 and looked at it. *Id.* at 251:4-14. Mr. Miao admitted that Plaintiff's expert examined the same
13 areas that he did. *Id.* at 291:6-16. As Plaintiff's expert did not do any destructive testing, the
14 expert's access was exactly the same as Mr. Miao's original inspection. *Id.* at 291:1-5. In terms
15 of the Plaintiff's expert's inspection, Mr. Miao admitted that Plaintiff's expert's inspection of the
16 HVAC, *Id.* at 292:2-5, 293:18-23, and the plumbing system, *Id.* at 300:19-25-301:1-4, would
17 have been the same as his in 2017, and the pictures attached to Plaintiff's expert report were
18 areas that he could have inspected in 2017. *Id.* at 302:6-13.

19 Moreover, Mr. Miao had the same access to the Property in 2017 for the areas inspected
20 by Defendants' expert. *Id.* at 321:1-6. Incredibly, Mr. Miao agreed with Defendants' expert that
21 the alleged conditions identified by Plaintiff's expert were "open and obvious" in the roof area,
22 the attic area, and on the exterior/interior of the property. *Id.* at 318:22-25-319:3-4. He also
23 agreed with Defendants' expert's finding that there was no noticeable sagging in the roof. *Id.* at
24 333:20-24.

25 **B. Deposition Illustrates Abuse of Process by Plaintiff**

26 Plaintiff inflated its alleged cost of repair for issues known to it at the time it purchased
27 the Property from \$102,873.00 to \$600,000. *Id.* at 307:6-22. Moreover, Mr. Miao perjured
28 himself in his Declaration, Opp'n, Ex. 2, when he denied, under the penalty of perjury, that he

1 never made an offer to settle this matter for \$10,000. Ex. 1 at 259:5-15 (“so maybe I tell Lin,
2 Just pay us \$10,000”). Section II(D)(4) of the Motion illustrates the overall bad faith of the
3 litigation where Plaintiff admittedly amplified its alleged damages by more than 6x, and then
4 trebled the damages demanding \$16.25 Million in damages. It also set forth the egregious
5 attorneys’ fees by Plaintiff, which still continue as evidenced by the Opposition. It is unclear
6 what the driving force is related to this frivolous lawsuit, but the abuse of process is clear as a
7 matter of law and summary judgment should be granted accordingly.

8 **III. CONCLUSION**

9 Based on the foregoing, Defendants respectfully request that the Motion be granted in its
10 entirety.

11 Dated this 29 day of January, 2021.

12 MICHAEL B. LEE, P.C.

13 /s/ Michael Lee
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28

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of
MICHAEL B. LEE, and that on the 29 day of January, 2021, the foregoing **SUPPLEMENT TO
DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT AND OPPOSITION TO
COUNTERMOTION FOR CONTINUANCE BASED ON NRCP 56(f) AND
COUNTERMOTION FOR IMPOSITION OF MONETARY SANCTIONS** was served via
the Court’s electronic filing and/or service system and/or via facsimile and/or U.S. Mail first
class postage pre-paid to all parties addressed as follows:

BENJAMIN B. CHILDS, ESQ.
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/s/ Mindy Pallares
An employee of Michael B. Lee PC

EXHIBIT 1

1

2

3

4

5

DEPOSITION OF FRANK MIAO

6

PERSON MOST KNOWLEDGABLE FOR WLAB INVESTMENT, LLC

7

8

Taken at Litigation Services

9

on Tuesday, January 12, 2021

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at 9:00 a.m.

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at 3960 Howard Hughes Parkway, Suite 700

12

Las Vegas, Nevada 89169

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19

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23

24 Reported by: Trina K. Sanchez, CCR No. 933, RPR

25 Job No.: 697915

1 APPEARANCES:

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3

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10

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12

13 Also present via videoconference: Helen Chen

14

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17

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2 WITNESS: PAGE

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5

6

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10 Most Knowledgable for WLAB

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1 Entry onto Land and for Inspection
2 of Tangible Things Pursuant
3 to NRCP 34
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1 LAS VEGAS, NEVADA, TUESDAY, JANUARY 12, 2021;

2 9:00 A.M.

3 -000-

4

5 (In an off-the-record discussion held prior to the
6 commencement of the deposition proceedings, counsel
7 agreed to waive the court reporter requirements
8 under Rule 30(b)(5) of the Nevada Rules of Civil
9 Procedure.)

10

11 Whereupon,

12 FRANK MIAO,

13 having been first duly sworn to testify to the
14 truth, the whole truth and nothing but the truth,
15 was examined and testified as follows:

16

17 EXAMINATION

18 BY MR. LEE:

19 Q. Good morning, sir. Thank you for
20 appearing for your deposition today. You're
21 appearing as the 30(b)(6) or the person most
22 knowledgeable for this deposition; is that correct?

23 A. Yes.

24 Q. And you understand what that term means?

25 A. Yes.

1 firm in Monterey Park, Los Angeles, and working with
2 this accounting firm to set up the company. Then I
3 get the seal, all the documents together. Then
4 accounting firm continued to the accountants.

5 Every year we file the tax returns through
6 the company firm. I think they called the Southern
7 California Accounting something company.

8 **Q. A California accounting company?**

9 A. Yeah, California company. It's actually
10 we set up through that company.

11 **Q. What's the name of the company?**

12 A. Southern California Accounting.

13 **Q. Oh, okay.**

14 A. Yeah. If you go to the Chinese newspaper,
15 you will see that advertise, yeah, from the Chinese
16 newspaper, local newspaper.

17 **Q. So I went through your work history. You**
18 **know, like, 1990 to 2008, you were working in a, you**
19 **know -- capacity as an engineer supervisor. Did you**
20 **have to review many contracts during that time?**

21 A. Yes, yes. Yeah.

22 **Q. Okay. And then you understood the**
23 **importance of reading contracts; is that fair?**

24 A. Yes, yes.

25 **Q. How many of these contracts led to the**

1 Legal News, every day, every feature they have a lot
2 of legal notice and they have one called the Trustee
3 Sale Calendar; okay?

4 So actually, it's on the trustee sale
5 calendar that day, so I said, Okay. Maybe I -- so I
6 actually do a lot of the due diligence for other
7 property; right? So that I --

8 **Q. Let me pause you for a second. Hold on a**
9 **second.**

10 **So your due diligence for the properties,**
11 **what does that include?**

12 A. Okay. So before the auction, I go there.
13 When they have the lease, I go to check the Zillow,
14 then I go to the physical site to take a look;
15 right? Then -- I'm not a real estate agent, so I
16 cannot access to the title information. So I only
17 do this. From Zillow, Redfin, and Realtor.com,
18 after that I do a Google search, then I go to the
19 site to take a look at that house, inspect the
20 house.

21 **Q. So do you ever go to County Recorder's**
22 **page or Assessor's page to look at the property?**

23 A. Yeah, yeah, that one I did some.
24 Sometimes do the Assessor's page. Not in Nevada.
25 I'm sorry. In Nevada, I don't know that. In

1 question.

2 THE WITNESS: Yeah.

3 MR. CHILDS: He's asking if you know the
4 name.

5 THE WITNESS: No. I don't know her name.

6 BY MR. LEE:

7 Q. So this is just some trespasser that you
8 called the police on?

9 A. Yeah.

10 Q. Okay. This is 2018?

11 A. I think is 2018, yeah.

12 Q. Do you generally have a squatter problem
13 with the property?

14 A. Yes. As a matter of fact, today I just
15 saw the one text message that said one -- some
16 people go to my apartment.

17 Q. I mean --

18 A. It's not in this property. It's in
19 different property. So that's why the reason we put
20 a fence in this 2132.

21 Q. Have you ever had issues with squatters
22 since you put the fence up?

23 A. No.

24 Q. What other properties do you own in Las
25 Vegas?

1 A. We own 905 East Bonanza, 736 North 10th
2 Street, 728 North 11th Street, 732 North 11th
3 Street.

4 Q. Okay. So -- I'm sorry. The first one was
5 905 something or 965?

6 A. Yeah. Bonanza, Bonanza Road, East
7 Bonanza. B-O-N-A-N-Z-A.

8 Q. And I live by East Bonanza, so -- and then
9 you have 728 North 11th Street?

10 A. Yeah.

11 Q. 732 North 11 Street?

12 A. Yeah.

13 Q. There was one other one that I missed.
14 What was that?

15 A. 736 North 10th Street.

16 Q. They're all kind of close to each other,
17 yeah?

18 A. Yeah.

19 Q. And they're all in bad neighborhoods,
20 yeah?

21 A. Yeah. Very bad. I don't know the other
22 one. The reason I got lessons, not -- to be honest
23 with you, I'm ready to sell this one because my wife
24 after this incident, she tell me, Sell this. So I'm
25 interviewing the realtor to sell all this stuff.

1 up really bad.

2 BY MR. LEE:

3 Q. When did you buy 965 East Bonanza?

4 A. I forgot exactly the time. Let me check.

5 Zillow have the number. I forgot right now.

6 Probably 2015 or 2014. You ask all this

7 information. I don't remember details, but you can

8 go to the Zillow to find out.

9 Q. Do you still own the properties?

10 A. Yes.

11 Q. Do you still own the property --

12 A. We probably sell that one. My wife ask me

13 to sell this ASAP.

14 Q. Because it's in a bad neighborhood?

15 A. Because of the incident. She says it's

16 too tough dealing with tenant, this kind of tenant,

17 you know. Anyone can force a claim, something that

18 you can put me in jail, you know, so it's very bad.

19 Q. So 736 North 10th Street, when did you buy
20 that, your best estimate?

21 A. I think it's 2015, 2014, that range of
22 time too.

23 Q. What about 728 North 11th Street?

24 A. It's 2017.

25 Q. So was this one part of the 1031 exchange

1 that you used to buy --

2 A. Yes, yes, yes.

3 Q. What about 732?

4 A. It's the same.

5 Q. 2017?

6 A. Yeah.

7 Q. 308 Maryland?

8 A. Same thing, 2017.

9 Q. What about Valley?

10 A. Valley is probably 2014, '15.

11 Q. And Quiet Cove was 2019?

12 A. Yeah, '19.

13 Q. Okay. So everything in 2017 was part of
14 the same 1031 exchange --

15 A. Right.

16 Q. Okay. And then what about these ones that
17 were about 2014, 2015, was that --

18 A. Yeah. That is -- I -- I -- because I
19 was -- at that time, the -- attended some of the
20 real estate investment seminar training program that
21 was in Las Vegas. I liked Las Vegas, so I just
22 bought some rental property there.

23 Q. Have you brought any claims at all related
24 to any of these properties other than the Houston
25 property at any time?

1 A. No, no other claim.

2 Q. Did you do the inspections on all these
3 properties?

4 A. Yes.

5 Q. Except Quiet Cove?

6 A. Yes.

7 Q. And then you did the inspections prior to
8 purchase; right?

9 A. Yes.

10 Q. Who's your real estate agent that
11 represented you on these sales?

12 A. Okay. Usually, I doing that one. All the
13 real estate agency for all the other property is why
14 I go to the Zillow founder. Then I hire the listing
15 agent, like a buyer agent. Except --

16 Q. How many properties generally on Zillow --

17 A. Yeah.

18 Q. -- the listing?

19 A. Yeah. Then I just hire the listing agent,
20 like the buyer agent, to do that. Except this 2132
21 Houston Drive -- actually, this is -- just yesterday
22 I was thinking about this. I found out maybe
23 strange I didn't catch up at that time. This one
24 originally I found Zillow is Kenny Lin is listing
25 agent, right, so I contact Kenny Lin based on the

1 A. I don't think so because -- let me pull
2 out a list of things.

3 It's different. Compare with the
4 commercial multi-family house apartment and the
5 inspection was to the real estate transition was to
6 the single-family -- owner occupied the
7 single-family house. It's quite different.

8 By now, in the multi-family apartment,
9 right, that office building, these cannot
10 transition. They don't need a professional
11 inspection required. Why?

12 Q. Is that -- is that based on your
13 experience or your understanding?

14 A. Yes. And also this is common knowledge
15 for the multi-family investor/owner. Imagine -- for
16 example, in Las Vegas, you have more than a thousand
17 unit in one apartment complex; right? More than
18 1,000 unit. How you do the inspection for that
19 1,000 unit within 30 days? Because some is owner is
20 already have tenant occupied. How you notify each
21 tenant to open the door and let you in to inspect?
22 Impossible and infeasible. Cannot do that.

23 So usually for multi-family, this kind of
24 commercial rental property, when they're doing that,
25 they doing this because walks-through for common

1 area, right, they rely on the seller, which is owner
2 for the other property manager to make sure if they
3 did any repair work or development work, they have
4 inspection by City safety -- building safety and the
5 department.

6 Q. Okay. So this is based on your
7 understanding of what's required related to
8 inspections of multi-tenant properties?

9 A. Yeah, it's my understanding. I also
10 the -- I talked to the -- because of the investor,
11 we had joined this club called the landlord
12 association when I was in California. They used to
13 call the landlord association and also Las Vegas,
14 they also call Las Vegas Landlord Association.
15 Inside there's people that say it this way.

16 Q. So secondary information you received as
17 part of these associations?

18 A. Right, right, right.

19 Then also in according to the law, and
20 they said it very clearly, because this is
21 residential income property, right, rental income
22 property, multi-family, we need -- landlord need
23 provide housing and well-being and -- for the
24 tenant. The tenant is not going to do all this
25 inspection. They can't. The burden is on the

1 landlord to make sure all these building is safe and
2 in good condition.

3 Q. All right. So East Bonanza, is that a
4 multi-tenant property or single-tenant?

5 A. All is multi-tenant except the 9101.

6 Q. All of these are multi-tenant?

7 A. Yeah.

8 Q. Like, Houston is more or less a
9 single-family residence that was converted to
10 multi-tenant?

11 A. No. It's multi-tenant before all the
12 time.

13 Q. So are all these other places, like --
14 like, how many units does East Bonanza have?

15 A. Four units.

16 Q. All of them?

17 A. No. 736 North 10th Street is a six-unit,
18 and Mar -- then except that one, 2132 is a
19 three-unit.

20 Q. So 736 is how many units?

21 A. Six.

22 Q. Six units?

23 A. Yeah.

24 Q. And then 728 is how many?

25 A. Four units.

1 Q. Okay. Have you ever declared bankruptcy?

2 A. No.

3 Q. For licenses, you gave a long detailed
4 history of, you know, your professional experience.

5 What kind of professional -- other than
6 your driver's license, what kind of licenses do you
7 have?

8 A. I don't have real estate license. I don't
9 have that.

10 MR. CHILDS: Any license he's asking.

11 THE WITNESS: Not any license, no.
12 Driver's license.

13 BY MR. LEE:

14 Q. So no licenses at all, no professional
15 licenses?

16 A. No.

17 Q. I have a license to practice law. Do you
18 need any license to practice gasology or whatever
19 it's called, gasification?

20 A. No.

21 Q. No?

22 A. No.

23 Q. Do you have a property management license?

24 A. No.

25 Q. Did you answer orally?

1 property to do the rental and get the income for the
2 retirement.

3 **Q. Is that residential rentals or commercial**
4 **rentals?**

5 A. Residential. In California, it's mostly
6 residential rental.

7 **Q. When did WLAB buy its first residential**
8 **property in California?**

9 A. Since we set up the company, every one or
10 two year we just do that way. We have some rental
11 property we bought in California and also sold.

12 **Q. Did you already own residential rental**
13 **properties prior to forming WLAB?**

14 A. Yes, yes.

15 **Q. Okay. When did you buy your first**
16 **residential home?**

17 A. 2009 or 2000 -- yeah, 2009, 2008, that
18 range of time.

19 **Q. And the owner of that property would have**
20 **been you and Marie?**

21 A. Yes.

22 **Q. Okay. What kind of property was it?**

23 A. Single-family house.

24 **Q. Where was it?**

25 A. Single-family house in West LA.

1 heating -- or heater is not light up, so I call the
2 AC company -- or they call the AC company then to
3 fix the other one. They give me the receipt. Then
4 I just keep the receipt, then I pay them.

5 Q. Do you have a property management company
6 that manages the property for you or do you do it?

7 A. No. That one, no. No property manager.
8 Just I do it.

9 Q. And then for the handyman work or the
10 maintenance of it, how do you resolve that?

11 A. I just hire the -- from the -- the yellow
12 page or the Google, found the local people and call
13 them, ask them to go there to fix things.

14 Q. Are they -- like, what kind of people?

15 Like, handyman?

16 A. No. Usually it's a company. Licensed
17 contractor, not a handyman. I never hire handyman.
18 Mostly it's go to the yellow pages, found the
19 plumber. Go to the local plumber, licensed plumber
20 to do that. Actually, I say call the licensed --
21 actually, I say to do that.

22 Q. Well, like, in 2009, it's fair to say that
23 you understood the difference between a licensed
24 contractor and a handyman?

25 A. Yes, yes.

1 someone to do the work, you want -- you would

2 usually follow up and ask to see the permit and

3 inspection?

4 A. Yes, I will do that.

5 Q. Okay. So after Bundy, what else did you

6 guys buy?

7 A. We buy a lot of property in California.

8 Q. In general, how many properties do you

9 own?

10 A. A lot. More than ten. But I cannot count

11 exactly right now.

12 Q. More than ten in California or in total?

13 A. In California.

14 Q. So we know you own eight or nine here in

15 Vegas and that you own more than ten in California;

16 right?

17 A. Right, right, right.

18 Q. And then the properties that WLAB owns,

19 are there separate properties that you and Marie own

20 that aren't part of WLAB?

21 A. Yes, yes. We -- we thinking in the --

22 sometimes they use my wife name because she's get a

23 W-2. She can get a loan, so -- but some we change

24 the title. I went to the County recording office

25 and change the title because time to move to the

1 Q. So in terms of the inspection, like, in
2 general, have you ever used a professional
3 inspection company to do those for you?

4 A. I did some. One or two. Not much.

5 Because we did some work, buy some property in Yuca
6 Valley. I think I hired an inspector to do that.
7 Then later I found out, you know, what later
8 inspector report is not much different than what I
9 found. So later, we just didn't hire the
10 professional inspector doing this work.

11 Q. Can you spell Yucca Valley? Is that
12 Y-U-C-C-A?

13 A. Yeah, Y-U-C-C-A. Yeah.

14 Q. So you've only hired a professional
15 inspector once or twice. Do you recall which years
16 that would have been when you did that?

17 A. 2014, something like that. It's -- yeah,
18 early 2014, 2015. Let me see.

19 Q. Have you ever hired a professional
20 inspection company in Clark County, Nevada?

21 A. No. That's -- like I said, in the Nevada,
22 all the property is multi-family rental property,
23 so -- multi-family rental property usually don't
24 need professional inspector to do that.

25 Q. Do you know if there's professional

1 inspectors that will inspect multi-tenant

2 residential properties that have six units or less?

3 A. I -- I think some of the advertisement
4 they can do that, but I contact the -- they tried to
5 log money, but also we found out that you don't need
6 to do that. According to -- I talk to the other
7 landlord, them said it's a -- you know, if you have
8 lot of unit in that apartment, you cannot do the
9 inspection.

10 Then also the law is -- what they said for
11 the multi-family rental property, the seller must
12 provide a good, safe, and healthy environment for
13 tenant. So that is a burden is on the seller to
14 make sure that everything is safe.

15 The tenant is not going to inspect -- hire
16 an inspector to do the inspection before they rented
17 the building or the room; right? Then it's also --

18 Q. First of all, what is the law that you're
19 referencing in your discussion?

20 A. This is -- even you take a look at the --
21 here on this one, what's the deed of permit
22 inspection, is on the tenant and the landlord they
23 said this way. Yeah, they said you -- you have to
24 provide in the tenant. You have to provide healthy,
25 well-being facility for the tenant.

1 Q. -- it's also your understanding that --

2 MADAM REPORTER: Sorry. One at a time. I
3 didn't get any of that.

4 BY MR. LEE:

5 Q. It's also your understanding that the
6 professional inspection is not much different than
7 what you would perform?

8 A. Yeah, yeah.

9 Q. Okay. Since you've never had a
10 professional inspection done in Clark County, how
11 would you know?

12 A. That's -- that's what I said, I don't
13 know. What I said is in the -- my understanding is
14 there is no law in the Clark -- in the Nevada or in
15 California mandate to do the professional inspection
16 for the multi-family apartment.

17 Q. Is it fair to say that a professional
18 inspection may inspect areas that you don't
19 personally inspect in general when you purchase a
20 property?

21 MR. CHILDS: I'm going to object to that
22 because that calls for speculation.

23 MR. LEE: Speculation is not a proper
24 objection, so go ahead.

25 THE WITNESS: I don't think so. I go

1 through there very detail, and I even go more
2 detailed than the profession inspection when I was
3 down with the professional inspector for my summer
4 house in the property in Yucca Valley; right?

5 BY MR. LEE:

6 Q. Yucca Valley is California? Yes?

7 A. California, yeah, yeah.

8 Q. Okay. And you've never had a professional
9 inspection done in Nevada; correct?

10 A. I didn't do any professional inspection in
11 Nevada.

12 Q. And you've never done a professional
13 inspection in Clark County; correct?

14 A. No. I didn't hire any of the professional
15 inspection to do the inspection in the Clark County.

16 Q. So it's fair to say you don't know what
17 the additional areas that a professional inspection
18 would cover in Clark County?

19 A. Yes. I don't know, but yeah.

20 Q. Do you own any commercial real estate or
21 is it all residential?

22 A. What?

23 Q. Do you own any commercial real estate?

24 A. I think the multi-family, the apartment,
25 is commercial too. They call it commercial or --

1 inspector to do the inspection. And I said it this
2 way -- actually, we did -- the seller. The reason I
3 found out why I don't need to do the inspection, we
4 had one duplex in Yucca Valley; right? Before I
5 purchase, I hired the inspector to do that. They
6 are priced very high. I think it's about \$2,000 to
7 do the duplex inspection.

8 After that, I talked to the realtor;
9 right? The realtor said, You don't need to do that
10 because this is multi-family, this is rental
11 property. Seller make sure this -- everything is
12 good to sell you because you have need tenant to
13 make sure the safe and well-being for the seller --
14 tenant. That's just making me think about, Oh, this
15 is -- this -- this kind of thing. So I just don't
16 do that in the -- for the multi-family apartment
17 purchase.

18 **Q. That decision is based on cost and then**
19 **your belief that the seller makes sure that it's**
20 **habitable; correct?**

21 A. Right, right, habitable and -- yeah.

22 **Q. Okay. Let's go to the residential**
23 **purchase agreement that's dated August 11, 2017.**

24 (Exhibit 2 was marked for the record.)

25 ///

1 planning on purchasing this property individually or

2 what was -- you were going to get originally

3 financing for this purchase; right?

4 A. Yes. This is -- I identify the seller

5 property because we sold the one full price in

6 Twentynine Palms (phonetic). So we have some money.

7 We want to use the money to do the 1031 exchange,

8 so --

9 Q. How much did you sell the Twentynine Palms
10 property for?

11 A. Oh, gosh. I forgot the exact number.

12 Probably more than \$300,000, maybe \$400,000.

13 Q. With the 1031 exchange, you need to
14 purchase an equivalent amount of real estate;
15 correct?

16 A. Right, right, right, right.

17 Q. Okay. So whatever your 1031 exchange
18 would have been would have -- I mean, if you're
19 going to do a 1031 exchange, why did you need to try
20 to seek financing?

21 A. No. We do the 1031 exchange and then --

22 so we do that one for down payment. Okay. So we --

23 that's our reason we bought a whole bunch of

24 property. I think I buy four property during that

25 time.

1 A. Right, right.

2 Q. Okay. So let's stay on this document.

3 We're still on the August 11, 2017; okay?

4 A. Okay.

5 Q. Okay. So as part of this agreement, when
6 you go to page 28 of 166 --

7 A. Yeah.

8 Q. -- it's specified that the close of escrow
9 for the transaction would have been 30 days from
10 acceptance; correct?

11 A. Yes, yes.

12 Q. Okay. But, you know, based on your
13 financing falling through, that's the reason why you
14 ultimately had to end up canceling this agreement;
15 right?

16 A. Yes, because of the -- I think the Helen
17 Chen notified us. They said, you know, this not
18 closing on time in 30 days. They're going to take
19 the -- our deposit and then cancel this purchase
20 agreement. Then we said, Well, we got a problem
21 because of the 1031, we already filed the 1031
22 exchange including this property. Also, we don't
23 want to lose that \$5,000 deposit. So we said, Can
24 we do that one? Wait put more cash. We try to get
25 a loan. If we still can't get a loan by end of

1 A. No.

2 Q. No.

3 Okay. So, like, your wife's impressions
4 would be something I would have to ask her about
5 individually?

6 A. That's fine, yeah.

7 Q. You understand that the obligations
8 related to the buyer's due diligence to be done in
9 14 days of acceptance, though; correct?

10 A. Yes.

11 Q. And that's the reason why you are the
12 person who generally does the inspection of a
13 property?

14 A. Yeah. We do the -- I said that --
15 actually, my wife asked her -- usually I tell them,
16 I did the inspection. Because before, for the
17 purchase agreement, I go there personally to inspect
18 the property and do the very detailed inspection.

19 Then after that, I went to the property
20 several times too to the tenant and also other
21 things. Check the --

22 Q. Let's do it this way.

23 A. Okay.

24 Q. On -- when did you find the property? Do
25 you recall what date?

1 Q. Okay. Then tell me what happened.

2 A. Then I just go over the property all of
3 detail, surrounding area. I just check the other
4 building. Then this -- at that time, there's one
5 tenant there. So other two --

6 Q. So you had -- let me pause you.

7 So you had the ability to walk the
8 property with Kenny Lin?

9 A. Right, right.

10 Q. Okay. Like, do you recall all the areas
11 that you looked at?

12 A. Yeah. Actually, I walked the Unit B, C.
13 I go to there too. Now, Unit --

14 Q. So when you walked through them, what did
15 you look at?

16 A. I looked at a lot of things. For example,
17 like, the -- I point out some drywall is not
18 finished; right? And the -- some of smoke alarm is
19 not -- is missing and -- which is law required to
20 put in for smoke alarm. Then no carbon monoxide
21 alarm, so I ask them to put in.

22 Then in the kitchen, lot of electrical,
23 the outlet is not a GFCI outlet, so I tell them, I
24 said, You need to change this GFCI. Right now this
25 outlet is not meet code. You probably have problem.

1 Then the tenant get electrocuted somehow in the one

2 area. So I --

3 Q. What else did you inspect?

4 A. Then I inspected -- I found out there's a

5 lot of cabinets is new, so I said, Well, you got all

6 this new. They said, Yeah, we just did the

7 renovation for the kitchen cabinet and the fixtures

8 on the vanity are new. Then he also point out you

9 see all the shower, the ceramic tile is new shower.

10 Bathtub is new tile, all that one. He said he did

11 all new.

12 Then --

13 Q. Okay.

14 A. So I check that washer/dryer.

15 Q. Was there a sink that was clogged during

16 the time you did your inspection?

17 A. No. No, no clog.

18 Q. So there was never a clogged sink issue at

19 all?

20 A. I was inspect new tenant. Only one

21 tenant. Unit A have people. Other units, B and C,

22 at that time I think is vacant. Then I opened the

23 faucet, the water go through.

24 Okay. Then checked the ceiling --

25 actually, I mention to the Kenny Lin I saw the

1 ceiling, one whole ceiling is popcorn ceiling in
2 Unit C. I said, Well, you know, this popcorn
3 ceiling have issue if we have asbestos. They said,
4 No, no, no, no problem because -- I said, This is
5 older house. Then he said, If you don't touch that
6 one, it's okay.

7 Q. So you noticed that the property had
8 popcorn ceiling. What were you concerned about,
9 potentially asbestos?

10 A. Yeah, because I have experience when I
11 build my house in Arcadia, so I told them, If we got
12 popcorn ceiling there, then they may have asbestos.
13 Then they said, If you don't expose and disturb
14 that, that's okay. I said, Okay. I know that is
15 some people say that way too. So I just said --
16 ask, We don't disturbing that one, it's okay.

17 Q. But although you had this concern about
18 potential asbestos, did you do an inspection for
19 asbestos?

20 A. I didn't do the inspection, but I just
21 said -- he tell me if we're not disturbing that one,
22 it's not issue, so I just -- I said -- because he
23 already rental to tenant, so what's the point for me
24 to argue that.

25 Q. So Mr. Lin, did he ever tell you to get an

1 A. Not that we -- we noticed that this is
2 multi-family house. We don't need to do the
3 professional inspection. Even they ask us, This
4 is -- because this is dealing with the tenant --
5 with the owner or seller issue.

6 Q. Okay. So my question was: Was it
7 possible that Ms. Chen had told either you or your
8 wife that you needed to get a professional
9 inspection done?

10 A. Maybe. Maybe. I don't know. I just said
11 I cannot say on behalf of my wife because my wife,
12 she maybe received email from Chen.

13 Q. Okay. And as far as you know, do you
14 recall or not if she told you that you needed to get
15 a professional inspection done?

16 A. I don't think that I recall the memory on
17 that because I always tell my wife, I said, We
18 already done the inspection. That's the reason we
19 decide to buy this property; right?

20 Q. So if I break it down, you don't remember
21 if that happened; is that fair?

22 A. I don't remember, yes.

23 Q. Okay. And then the second thing is you
24 told your wife that you had already done the
25 inspection so you didn't need a professional

1 inspection?

2 A. Yes.

3 Q. Okay. So if we go back to the residential
4 purchase agreement, which is Exhibit 2, it was
5 conditioned originally on you having the ability to
6 complete your due diligence. So is it your
7 understanding that when you did your inspection on
8 August 10th, 2017, that that was your -- you doing
9 your due diligence?

10 A. Yes, yeah. That is on the understanding
11 we do the due diligence.

12 In addition to the initial inspection in
13 August 10th, I went to the site a couple of times.
14 I think another two times. Then take a look at the
15 surrounding environment, talk to the tenant Unit 1
16 also.

17 Q. And this is some -- like, can you estimate
18 the time frame when you talked to the tenants?

19 A. Just between the -- we purchase that one
20 in the 30 days, the due diligence period. I went to
21 there.

22 Q. Do you recall what those -- what you
23 learned during those conversations?

24 A. No. At that time, the tenant is very
25 happy. He said that, Yeah, I like this. We living

1 very good, and that's the reason he got my phone

2 number.

3 Q. Okay. Do you remember the name of this
4 tenant?

5 A. Yeah, Nicholas. He's the guy that's still
6 living there, Unit A. I give his phone number. I
7 said, Well, if we go to buy this property, I'm the
8 new owner, so I gave him his phone number.

9 Q. Okay. If we go back to Exhibit B, page
10 28, 7A, Property Inspection/Conditions, it says,
11 "During the due diligence period, buyer shall take
12 the actions buyer deems necessary to determine
13 whether the property is dissatisfactory to the
14 buyer." It goes on, but I'm going to stop there.

15 Based on what you've described, you
16 believe that you took the actions necessary to
17 determine if a property was satisfactory to you,
18 WLAB, to purchase it?

19 A. Yes. Based on -- we bought this -- we go
20 to the inspection, then we also talk to the tenant,
21 so we thinking this is investment property; right?
22 So financial it's looking at the rent, it's
23 reasonable, it's not very high compared with the
24 surrounding area. Then also financially, it's good.

25 Then I take a look at the -- everything

1 outside. Good. So I said, Fine. That's satisfied.

2 That's the reason I command my wife to sign the

3 purchase agreement.

4 Q. So with the rent that you described, did
5 you receive rent rolls about what the current rental
6 rates were for the property --

7 A. At that time only one tenant.

8 Q. One tenant.

9 But around that time, you already received
10 all the lease agreements and everything; correct?

11 A. I didn't receive leasing agreement until I
12 purchase it.

13 Q. Okay. So you did receive the lease
14 agreements that were for the property?

15 A. Yeah, yeah, yeah, yeah. After that, yeah.

16 Q. Okay. So if we keep reading on 7A, it
17 says -- line 36 on the left-hand side. "During such
18 period, buyer shall have the right to conduct
19 noninvasive, nondestructive inspections of all
20 structural, roofing, mechanical, plumbing,
21 heating/air conditioning, water/well/septic,
22 pool/spa, survey square footage, and any other
23 property or systems through licensed and bonded
24 contractors or other qualified professionals."

25 Did I read that correctly?

1 A. Yes, yes.

2 Q. So at the time when you did your
3 diligence, you had a right to conduct noninvasive,
4 nondestructive inspection; correct?

5 A. Yes, I did.

6 Q. And you had the opportunity to inspect all
7 the structures?

8 A. I check the other one -- on the walk, I
9 don't see the new cracking, so the -- some older
10 cracking. I check the neighbor who also have that
11 one. I think it's okay; right? Then the --

12 Q. Okay. So can you spell --

13 A. I can see. I'm the professional at that
14 time, so --

15 MADAM REPORTER: One at a time, please.

16 BY MR. LEE:

17 Q. Can you spell that last word? You can see
18 the packing?

19 A. No. I can see. I'm the -- also
20 professional.

21 Q. Yes.

22 A. So that's -- I'm thinking in here they
23 said, "Qualified the professional inspection";
24 right? Other qualified professional, so I'm
25 thinking, Yeah, we did other one.

1 Q. Okay. So my question related to you had
2 the opportunity to inspect the structure of the
3 property; correct?

4 A. Usually inspect the structure, no -- and
5 the invasive is you just look around the wall, make
6 sure wall is no big crack there, right, that kind of
7 thing.

8 Q. So you had the right to inspect the
9 structure; correct?

10 A. Yes, yes, I did that.

11 Q. You had the right to inspect the roof; is
12 that correct?

13 A. Yes.

14 Q. Okay. Did you do that?

15 A. I forgot. I maybe did that because
16 usually I go to the roof.

17 Q. Okay. Did -- you had a right to inspect
18 the mechanical systems; correct?

19 A. That's a Kenny Lin that point out, said
20 there's a new one, so I didn't go there. It's a
21 brand-new one.

22 Q. You had the right to inspect the
23 mechanical system; correct?

24 A. Right. Yes, yes.

25 Q. You had the right to inspect the

1 electrical systems; correct?

2 A. I check the electrical system, yes.

3 Q. You had a right to inspect the plumbing
4 systems; correct?

5 A. Yes.

6 Q. You had the right to inspect the
7 heating/air conditioning system; correct?

8 A. Yes.

9 Q. You had a right to inspect the
10 water/well/septic systems; correct?

11 A. Yes. This is not applicable.

12 Q. Yeah. Like, pool or spa, there's no pool
13 or spa; right?

14 A. Yeah.

15 Q. You didn't do a survey. You didn't go out
16 there with a little land --

17 A. No, no, no, no. This is nothing land, you
18 know, yeah.

19 Q. Did you -- I'm sure you didn't -- like,
20 you had the right to inspect the square footage, but
21 I'm sure you didn't go out there with a tape
22 measure.

23 A. No, I didn't. I just -- it's rental
24 property, you know.

25 Q. Yeah. But you had the right to inspect

1 the square footage if you wanted?

2 A. Yeah.

3 Q. And then you could have inspected any
4 other property or system within the property itself;
5 correct?

6 A. Yes, yes.

7 Q. Okay. Now, I understand that you did the
8 inspection and you think you're a qualified
9 professional; right?

10 A. Yes.

11 Q. But you're not licensed; is that right?

12 A. Yeah. I'm not licensed, yeah.

13 Q. And you're not bonded; right?

14 A. No. Yes.

15 Q. Okay. Then it also says down here on line
16 43, "Buyer is advertised to" -- excuse me. "Buyer
17 is advised to consult with appropriate professionals
18 regarding neighborhood or property conditions."

19 Did I read that correctly?

20 A. Yes.

21 Q. Okay. Did you consult with any other
22 appropriate professionals?

23 A. Actually, that is -- I went to the second
24 time, a third time, I take a look at the
25 neighborhood surrounding, talk to tenant and talk to

1 the neighborhood.

2 Q. Okay. And everyone was pretty happy with
3 the neighborhood?

4 A. Right, because of that -- across the
5 street is apartment. I went to the apartment too,
6 the seller apartment there.

7 Q. And the tenant who still lives there was
8 pretty happy at the time?

9 A. Yeah.

10 Q. Okay. Under 7B, it says, "Buyer's right
11 to cancel or resolve objections."

12 A. Mm-hmm.

13 Q. So under line 55, Roman numeral II, "No
14 later than the due diligence deadline referenced in
15 Section 7, resolve in writing with seller any
16 objections buyer has arising from buyer's due
17 diligence."

18 Did I read that correctly?

19 A. Yes.

20 Q. We'll get to this in a minute because I
21 know that Ms. Chen had submitted some changes that
22 you wanted and I think there's some text messages
23 about that, so we'll get to that in a minute; okay?

24 A. It's email and text message, yeah.

25 Q. Email and text messages?

1 A. Yeah.

2 Q. So those would have been those issues that
3 you decided that needed to be resolved prior to you
4 purchasing it; correct?

5 A. Right, because of the -- I tell them,
6 based on my experience, this is needed to resolve
7 before the appraisal inspection because otherwise
8 they may not approve the appraisal, then I cannot
9 get loan. Because mostly by law it should be done.

10 Q. Sorry. By law what should be done?

11 A. By the unified building code, it should be
12 correct.

13 Q. Okay. So by your understanding of what
14 the building code is for these other applicable
15 standards, that's what you mean by "the law"; right?

16 A. Okay. Yeah. For example, in the unified
17 electrical code, very specific it says, Any new or
18 renovated building near the water, like a garage,
19 kitchen, bathroom, electric, all that, near the
20 water need to be done by the GFCI. So that's the
21 reason I wrote that one. I said, You need to do
22 that before you get a --

23 Q. I asked you: Have you read the 1952
24 Uniform Building Code?

25 A. No.

1 Q. Okay. Have you read the National
2 Electrical Code?

3 A. I read the National Electrical Code long
4 time ago.

5 Q. So are you familiar with it or understand
6 everything that's required under the National
7 Electrical Code?

8 A. New one. Anything the -- new after 2015,
9 requirement. That is the requirement.

10 Q. Have you ever taken any exams or
11 licensures related to your competency related to the
12 National Electric Code?

13 A. I don't recall that I need to do
14 examination for the code. Even you apply the
15 electrical permit -- electrician permit -- I don't
16 know.

17 Q. You have an electrician permit?

18 A. I haven't -- I didn't -- I don't have the
19 license for the electrician license.

20 Q. Have you read the International Building
21 Code?

22 A. I read it before.

23 Q. Okay. Have you ever taken any licensing
24 or certifications to qualify you as competent under
25 the International Building Code?

1 A. I didn't take exam, but I -- actually, I
2 take the course. I almost apply the general
3 contractor license.

4 Q. So you almost applied for it or you didn't
5 apply for it?

6 A. Yeah, I didn't apply for it because what
7 happened is I found out I need working for some
8 company to get apprenticeship for several years
9 before you can apply for general contractor license.

10 Q. So other than simply just reading some of
11 these materials, you've never been tested on your
12 scope of knowledge; is that fair?

13 A. Yes. I didn't get a testing, yeah.

14 Q. Never received your contractor's license
15 that you were thinking about applying for; right?

16 A. Right, right, yeah.

17 So I actually pay the money for a lot of
18 -- take courses for the general contractor license,
19 that kind of application cost in California.

20 Q. There's no certifications that show you
21 actually passed the coursework --

22 A. Maybe I can find some because they did the
23 online testing for each course that counts that one.
24 I accumulated enough credit to apply the general
25 contractor license. I did some. Maybe online maybe

1 I can find out some result. I just don't remember
2 one. I know that company before did that, that
3 school, at Golden Gate Contracting School, something
4 like that.

5 Q. Okay. So you may have taken some exams --

6 A. Yeah.

7 Q. -- or you may not have taken exams related
8 to --

9 A. I may take some exam, but I needed find
10 out the -- it's all online. They give you -- you
11 buy the book, then they have online courses. I go
12 to attend on -- do the online exam online.

13 Q. Have you read the International
14 Residential Code?

15 A. No. I don't know that code.

16 Q. So is it possible that there's codes and
17 standards related to, I guess, Clark County and
18 Nevada that you may be unfamiliar with?

19 A. Maybe, but for this GFCI, it's very
20 common. The reason is a lot of people, when they do
21 the renovation, right, they think they can continue
22 using older code. That is false. They have to
23 use -- adopt a new code to meet new code.

24 Q. Okay.

25 A. So if they doing the renovation, then they

1 have to do the -- meet the new code. They cannot
2 just use existing older 1950, the code. That's for
3 sure I know that. That's the reason I tell the
4 Kenny Lin, I say, You say you're doing the
5 renovation there. You need to meet the new code.

6 At that time, I remember telling Lin, I
7 said, Well, if your tenants complain to the code
8 enforcement, the code enforcement may shut down this
9 property due to --

10 **Q. On August 10th, 2017, you told Mr. Lin**
11 **that the building was not up to code; correct?**

12 A. I tell them that area, the electrical code
13 is not up to code and also no smoke alarm and no
14 carbon monoxide alarm. It's not going to meet the
15 code.

16 Oh, there's another thing I tell him. I
17 found out there's electrical conduit in Unit C
18 exposed on outside the wall, so I said, Well, you
19 need to do something to cover that up. I don't know
20 whether you meet code or not. Then at that time,
21 Lin also noticed that.

22 **Q. This is around the August 10, 2017, time**
23 **frame?**

24 A. Yeah. August 10, 2017.

25 **Q. Okay. So you went over the objections.**

1 Resolve any objections. We'll get to that in a
2 minute when we get to the emails.

3 If we look at page 29, Item D, starting at
4 line 11, it says, "We strongly recommend that a
5 buyer retain licensed Nevada professionals to
6 conduct inspections."

7 Did I read that correctly?

8 A. Which one? Which page?

9 Q. Line 11.

10 A. Yeah.

11 Q. Do you see that? It's in italics.

12 A. Yeah, yeah, yeah.

13 Q. "It is strongly recommended that buyer
14 retain licensed Nevada professionals to conduct
15 inspections."

16 A. Yes.

17 Q. Yeah. So you were aware of this
18 recommendation at the time --

19 A. Yeah, I know.

20 Q. -- when you guys were purchasing the
21 property?

22 A. But, you know, we found out that later
23 even professional licensed inspector would not find
24 this issue that we're currently in the litigation.
25 I already explained very detailed about that.

1 They put it -- draw the hole, they -- there's
2 that -- there's new conduit line go to the building,
3 go to the breaker -- not breaker. At that time,
4 it's a fuse box. New line go there.

5 Q. So this is the box unit that we're talking
6 about?

7 A. Yeah. That is unit with two windows AC,
8 that unit.

9 Q. Okay.

10 A. Unit A, the tenant there. They said when
11 they move in there before, there's giant heat pump
12 on the roof. The roof was shaking. Then he call
13 the InvestPro. Then later, he said he going to call
14 the code enforcement. Then the InvestPro change the
15 rules, the bigger AC, the heat pump to the -- to
16 smaller. Then they put a new conduit, new line for
17 the window AC.

18 Q. Okay. So going back to paragraph 7D --

19 A. Yeah.

20 Q. -- right, after the language that's in
21 italics, would you admit that because it's in the
22 italics, it's conspicuous, you can see this
23 language?

24 A. Yeah. Yeah.

25 Q. Okay. Then it goes on to say, "If any

1 inspection is not completed and requested repairs
2 are not delivered to seller within the due diligence
3 period, buyer is deemed to have waived the right to
4 that inspection and seller's liability for the cost
5 of all repairs that inspection would have reasonably
6 identified had it been conducted."

7 Did I read that correctly?

8 A. Yes, yes.

9 Q. Okay. So we'll eventually get to the
10 issues that, you know, Ms. Chen identified that you
11 wanted corrected in the emails or text messages.

12 Is that fair to say that those are the
13 only issues that you deemed needed to be resolved to
14 go forward with the purchase?

15 A. Yeah. After that time, yes.

16 Q. Okay. So in terms of the waivers, you
17 know, waived some of the inspections that's on page
18 26, lines 18 and 19, do you see that box there?

19 A. Yeah.

20 Q. Okay. You -- like, did you agree to waive
21 these inspections based on your --

22 A. No.

23 Q. -- issue or did your wife?

24 A. Actually, all this is prepared by the
25 Helen Chen; okay?

1 A. Which page is that you want me to read?

2 Q. That's page 34, line 1 through 8.

3 A. Yes. Agreed.

4 Q. All right. So you understand that the
5 prevailing party shall be entitled to their
6 attorney's fees and costs; correct?

7 A. Right.

8 Q. Then it says this is a legally binding
9 contract.

10 You understood that?

11 A. Yes.

12 Q. And it was bold and conspicuous?

13 A. Yeah.

14 Q. And it says, "All parties are advised to
15 seek independent legal and tax advice to review the
16 terms of this agreement."

17 You saw that? Yes?

18 A. Yes.

19 Q. Do you agree that all the terms that we
20 discussed in this agreement are conspicuous and
21 understandable terms?

22 A. I need to check. I thought this is a
23 standard residential purchase agreement.

24 Q. This is a residential purchase agreement.

25 A. Yeah, yeah, standard one. It's, like, the

1 standard residential agreement with -- so if that is

2 the very standard one, I agree with that.

3 Q. Yeah. I mean, you're talking about, like
4 standard, GLVAR or whatever the applicable standard
5 form would be in California; right?

6 A. No. Even in Nevada, this one, I saw
7 this -- if this is the Nevada standard residential
8 purchase agreement. So -- because currently they
9 have InvestPro Realty logo there. So if it's a
10 standard, then I agree. If it's InvestPro put
11 themselves, then I'm not agree.

12 Q. So if you go to page -- any page in this
13 agreement, at the bottom of the page, it says,
14 "Copyright 2017, Greater Las Vegas Association of
15 Realtors."

16 Do you see that?

17 A. Yeah. Okay.

18 Q. Okay. So do you know what GLVAR means?

19 A. Yeah.

20 Q. Okay. Would you agree that that's a
21 standardized business that does standardized forms?

22 A. Yeah, but you see it also says, "This form
23 is presented by Liwei Chen InvestPro Realty"; right?
24 Then also here, the logo says the InvestPro Realty.

25 Q. You had purchased several residential

1 properties prior to this; correct?

2 A. Yeah, yeah.

3 Q. Okay. And then you actually purchased
4 several in Nevada prior to this transaction;
5 correct?

6 A. Yes.

7 Q. Do you find that this agreement was very
8 standard related to your other experience related to
9 those transactions?

10 A. I think at that time I was thinking they
11 should be the same with other change.

12 Q. Did you find anything that was -- in this
13 agreement that was different than the other
14 transactions that you were involved with?

15 A. No, not yet.

16 Q. No? Okay.

17 Let's go on to our next exhibit, which
18 would be the seller's real property disclosure form.

19 A. Yeah.

20 Q. The Bates on it should be page 36 of 166
21 to page 40 of 166.

22 Do you see that?

23 A. Right.

24 MR. LEE: Let's mark this next in order.

25 (Exhibit 3 was marked for the record.)

1 BY MR. LEE:

2 Q. So the date of this agreement is

3 August 2nd -- this document is August 2nd, 2017.

4 A. Yeah.

5 Q. The Bates range is page 136 to page 140;

6 is that correct?

7 A. Yeah. So --

8 Q. This is the seller's real property

9 disclosure form?

10 A. Yeah. So that's -- I want to ask real

11 this one -- reason I realize -- actually, they did

12 prepare this one even before we inspect the property

13 and before we even -- actually without the --

14 MR. CHILDS: But there's no question

15 pending, Frank. It will probably go quicker if you

16 wait until he asks a question.

17 THE WITNESS: Oh, okay. Okay.

18 MR. CHILDS: And I apologize for

19 interrupting. I'm just trying to speed it up.

20 THE WITNESS: Okay. Sorry. Okay.

21 BY MR. LEE:

22 Q. So you recall receiving this real property

23 disclosure form; correct?

24 A. Yes.

25 Q. Okay. And then it clearly says that the

1 seller had never occupied the property; right?

2 A. Yes.

3 Q. Okay. And then also indicates that the
4 type of seller was an investor; correct?

5 A. Yes.

6 Q. Okay. Then down in the middle of the page
7 where it says, "System/appliances" --

8 A. Uh-huh.

9 Q. -- "Are you aware of any problems and/or
10 defects with any of the following," and then it has
11 next to "Heating systems," "Yes, there were problems
12 or defects."

13 That's correct? Yes?

14 A. Yes, they said this.

15 Q. And then it also shows next to the cooling
16 system that they were aware of problems with that as
17 well? Yes?

18 A. Yes, yes.

19 Q. Okay. And then this is initialed by
20 DocuSign by MZ, which is Marie Zhu; right?

21 A. Yeah. My wife, yeah.

22 Q. Okay. Go to page 37 --

23 A. Mm-hmm.

24 Q. -- under No. 1 where it specifies,
25 "Property conditions, improvements, and additional

1 "Was the property constructed on or before
2 December 31st, 1977," and it says "yes"; right?

3 A. Yeah.

4 Q. You knew this was a 63-year-old property
5 at the time you were purchasing it; right?

6 A. Yes. I remember it's older building, then
7 they do the renovation. That's what I thought.

8 Q. Okay. So then we turn the page to page
9 38 --

10 A. Okay.

11 Q. -- "Explanations." "Any 'yes' to the
12 questions on pages 1 and 2 must be fully explained
13 here"; right?

14 A. Yes.

15 Q. And then it specified that one of the
16 units has brand-new kitchen cabinets installed.
17 It specifies that; right?

18 A. Yes.

19 Q. It says, "All three units have brand-new
20 AC installed within three months."

21 You see that? Yes?

22 A. Yes.

23 Q. Okay. And it says all three bathrooms are
24 redone within two years.

25 Do you see that? Yes?

1 A. Yes.

2 Q. You said, "Sprinklers or landscaping

3 doesn't work. All pipes are broken."

4 You see that? Yes.

5 A. Yes.

6 Q. Okay. "Please consider that there are no
7 sprinkler system."

8 Do you see that? Yes?

9 A. Yes.

10 Q. It says, "AC units are installed by
11 licensed contractor."

12 You see that? Yes?

13 A. Yes.

14 Q. And it says, "All other work are done by
15 owner's handyman."

16 You see that? Yes?

17 A. Yes.

18 Q. It says, "Owner never resided in the
19 property"; right?

20 A. Yes, yeah.

21 Q. And you never visited the property? Yes?

22 A. Yes.

23 Q. Okay. So when they disclosed that there
24 was construction and modification, alterations,
25 and/or repairs made without State, City, County

1 building permits, which was also work that was done
2 by owner's handyman, did you ever do any follow-up
3 inquiries to the seller about this issue?

4 A. No, I didn't follow up. I was thinking
5 that the work is just like regular change to the AC.
6 And you have existing heat pump that doesn't work,
7 which we give that -- then we just hired the
8 licensed AC contract, replace the old one to the new
9 one. That's my --

10 Q. Under the disclosure form --

11 A. Yeah.

12 Q. -- like, where it specified that there
13 were heating system/cooling system issues that
14 they're aware of, that you could have elected to
15 have an inspection done at that time; correct?

16 A. Yes.

17 Q. Okay. When it specified that there were
18 construction, modification, alterations, and/or
19 repairs made without any State, City, or County
20 building or permits, you could have gone through and
21 had an inspection done on what the permits were for
22 the property; correct?

23 A. Could you repeat again?

24 Q. Nothing prohibited you from going and
25 pulling the permits for the property at any time;

1 BY MR. LEE:

2 Q. Do you have an understanding that you
3 could not get a copy of the permits that were done
4 on the property as a third party?

5 A. Yes, you can do that.

6 Q. Okay. So you could have pulled a copy of
7 any of the permits for the property at any time?
8 Yes?

9 A. Yes.

10 MR. CHILDS: Object as to the same thing
11 about the "pull." Just obtaining copies of the
12 permits I think is the confusing --

13 THE WITNESS: Yeah, yeah, this is correct.

14 BY MR. LEE:

15 Q. Okay. So as your attorney said, you could
16 have obtained a copy of the permits at any time?
17 Yes?

18 A. Yes.

19 Q. Okay. And then it's fair to say that just
20 put you on notice of the potential permit issue;
21 correct?

22 A. Yes.

23 Q. It also put you on notice of the issues of
24 everything that's basically specified on page 38;
25 correct?

1 A. Yes.

2 Q. If we go to page 40 --

3 A. Mm-hmm.

4 Q. -- there's a bunch of Nevada statutes
5 here.

6 A. Mm-hmm.

7 Q. If you look at NRS 113.140 --

8 A. Mm-hmm.

9 Q. -- do you see that at the top of the page?

10 "Disclosure of unknown defects not required. Form
11 does not constitute warranty duty of buyer and
12 prospective buyer to exercise reasonable care."

13 Do you see that?

14 A. Yes.

15 Q. Okay. So this disclosure form gave Marie
16 Zhu, your wife, a copy of the Nevada law that was
17 applicable to the sale of the property; correct?

18 A. Yeah.

19 Q. Okay. And under NRS 113.1403, it
20 specifies, "Either this chapter or Chapter 645 of
21 the NRS relieves a buyer or prospective buyer of the
22 duty to exercise reasonable care to protect
23 himself."

24 Did I read that correctly?

25 A. Yes.

1 contaminants; right?

2 A. Exactly, yeah.

3 Q. What did you say?

4 A. Yes, I agree.

5 Q. Okay. And it says, "It's the buyer's duty

6 to inspect. Buyer hereby assumes responsibility to

7 conduct whatever inspections buyer deems necessary

8 to inspect the property for mold contamination.

9 "Companies able to perform such

10 inspections can be found in the yellow pages under

11 environmental and ecological services."

12 I read that correctly? Yes?

13 A. Yes.

14 Q. Okay. And then you elected not to get a

15 mold inspection; correct?

16 A. Yeah. I just do the preliminary

17 inspection. I didn't see that because of the mold,

18 which is happen if you have wood on the wall and

19 also on the floor. I saw the other one is ceramic

20 tile and the concrete on the wall, so it's no issue

21 about the mold.

22 Q. This would be faster if you just answer

23 the questions I'm asking you; okay?

24 A. Okay. So I said yes, no problem.

25 Q. Okay. All right. So you believe that you

1 a professional of their choice regarding any
2 questions or concerns before its execution";
3 correct?

4 A. Yes.

5 Q. So you relied upon your own determination
6 related to the potential mold exposure of the
7 property; correct?

8 A. Yes.

9 Q. Okay. And you elected to proceed with
10 purchasing it without a professional mold
11 inspection; correct?

12 A. Yes.

13 Q. The next document, which is the trustee's
14 deed upon sale.

15 A. Yeah.

16 Q. Okay. This is Bates labeled page 14 of
17 166, page 15 of 166?

18 A. Yeah.

19 MR. LEE: We'll mark it as Exhibit 5.

20 (Exhibit 5 was marked for the record.)

21 BY MR. LEE:

22 Q. My only question is: Did you know at the
23 time that you purchased this property that the
24 investor bought the property at a foreclosure sale?

25 A. I think so. Yes.

1 this email. This email is I. It's me, it's me. I
2 send it to the Helen Chen. So I think Helen Chen
3 should disclose that one too. We require all the
4 email. She didn't disclosure that one.

5 Q. So let's just use Exhibit --

6 A. Yeah. I --

7 MR. CHILDS: Just wait until he asks a
8 question, Frank.

9 BY MR. LEE:

10 Q. Let's just use Exhibit 7 since it contains
11 more information; okay?

12 A. Okay.

13 Q. So we had previously talked about as it
14 related to the August 11th, 2017, residential
15 purchase agreement that you had asked for some
16 change order; right?

17 A. Yes. I asked them to change on the email
18 stuff, yeah.

19 Q. And then after your inspection, you
20 determined that what you needed to have repaired or
21 fixed included broken glass; is that fair?

22 A. Yeah.

23 Q. Repair and refinish the inside drywall
24 around the AC unit?

25 A. Yes.

1 Q. Repair and/or replace the broken
2 thermostat?

3 A. Yes.

4 Q. You also asked them to change the outlets
5 in the kitchen and the bathroom to GFI outlets; is
6 that correct?

7 A. Right, right.

8 Q. And you asked them to install carbon
9 dioxide alarms; is that right?

10 A. Yes.

11 Q. For a CO alarm, do you mean smoke detector
12 or carbon monoxide?

13 A. The smoke detector is a fire alarm, but
14 the CO alarm is sometimes, you know, they running on
15 the nitro gas appliance, they may have a CO2 -- or
16 CO can kill people.

17 Q. So monoxide, one oxide?

18 A. Yeah. Carbon monoxide, yeah.

19 Q. Okay. Then you also wanted \$1,000? Yeah?

20 A. Yeah. Then so -- we say, If -- they say
21 if the seller cannot do so, please provide
22 additional \$1,000 credit so we will install before
23 closing.

24 Q. So these are the only items that you
25 decided that needed to be changed under the original

1 purchase agreement; correct?

2 A. Yes.

3 Q. Okay. And then in response, I guess it's
4 August 24th, 2017, they rejected it and said they
5 would only agree to repair the broken glass; is that
6 correct?

7 A. Yeah, yeah.

8 Q. They would repair and refinish the inside
9 drywall around the inside AC unit?

10 A. Yeah.

11 Q. They would repair or replace the broken
12 thermostat?

13 A. Yeah.

14 Q. They would change the outlets that you
15 requested; correct?

16 A. Yes, yes. They said they change, but in
17 reality, no.

18 Q. Are you saying they didn't change them?

19 A. They didn't complete. Some still there
20 not changed. I changed them.

21 Q. Did you do a walk-through prior to the
22 close of escrow to see if they had changed them or
23 not?

24 A. That's what I said. The one doing the
25 walk-through, I point out to Helen Chen. They said

1 through, we didn't do the walk-through, but all
2 the -- we did a walk-through in December when we
3 finally purchased the property.

4 Q. Okay. So prior to December, you had a
5 right to do an additional walk-through at any time;
6 correct?

7 A. Yes.

8 Q. Okay. And then had you -- well, let me
9 ask the question.

10 So at any point any time prior to the
11 purchase, is there any email written communication
12 that they didn't address any of these issues?

13 A. I think this all address already. I don't
14 see any additional email.

15 Q. So after the time when you purchased the
16 property to when InvestPro took over as property
17 manager, is there any communication between you and
18 InvestPro that they didn't fix any of these issues?

19 A. No, I didn't.

20 Q. Okay. And is there any documentation or
21 communication from that time thereafter to the
22 present specifying that InvestPro didn't fix any of
23 these issues?

24 A. No. I don't have that document between me
25 and InvestPro.

1 property, had identified the scope of the
2 renovation, managed the renovation project from
3 soliciting bids to awarding bids and paying
4 contractors, was now selling the property under his
5 supervision and authority," what is this based on?

6 You have a reference here to the
7 promotional website. So is the website that you
8 found related to the flipping fund for this belief?

9 A. Flipping fund --

10 MR. CHILDS: Hold on, Frank. Don't get
11 these out of order.

12 BY MR. LEE:

13 Q. Yeah, you're right. The flipping fund is
14 eventually one of the exhibits, but what I'm asking
15 you now is: Did you rely upon the flipping fund in
16 order to form the basis for this belief?

17 A. This is -- belief is based on my
18 experience.

19 Q. Your experience with what?

20 A. Project manager doing the building house,
21 doing the -- you need this kind of scope, the
22 sequence.

23 Q. I'm sorry. I didn't understand any of
24 that.

25 A. Because of my experience, I build the

1 A. I believe InvestPro Manager is doing
2 the -- the -- this work. Then InvestPro Realty is
3 property manager. That InvestPro --

4 Q. So Realty is the property manager --

5 A. Huh?

6 Q. So Realty is the property manager --

7 A. Yeah.

8 Q. -- but Realty is not the flipping fund
9 manager, correct, or you don't know?

10 A. I don't know.

11 Q. Okay. So you don't know the structure of
12 which entity manages what -- which entity's scope of
13 work covers what area; right?

14 A. It's from the -- when I sign the contract
15 for the property manager contract, it's through the
16 InvestPro Realty.

17 Q. Realty, yeah?

18 A. Yeah. So property manager on this
19 property for me.

20 Q. So when you don't have the designation of
21 which InvestPro is which, are you not clear or you
22 don't know the role of each organization's structure
23 as it pertains to remodeling, property management,
24 flipping fund manager, or property management; is
25 that fair?

1 A. Yeah, but if --

2 MR. CHILDS: Don't get these out of order,
3 Frank, please.

4 THE WITNESS: Okay, okay, okay.

5 In the promotion material, I remember
6 the -- Kenny Lin said InvestPro Manager, right, and
7 also InvestPro Investment.

8 Now, the Invest --

9 BY MR. LEE:

10 Q. The promotional material, is that the
11 website information that you saw?

12 A. Right, right, right.

13 Q. And so then when you have additional
14 savings here, 25 percent profit, 75 percent
15 profit --

16 A. Yeah, yeah.

17 Q. -- this goes to the website? Yeah?

18 A. Yes, yes.

19 Q. And then here, "In addition to selling the
20 property, they find investors, buys the property
21 from auction, manages, identifies the scope of
22 renovation, manages renovations, paying contractors,
23 and obtaining the tenants and rentals," what is this
24 based on? Where is the foundation for this
25 statement?

1 the renovation.

2 Q. Fair to say that if it's based on your
3 experience, you can't say with certainty that that's
4 the actual process conducted by InvestPro or
5 whatever?

6 A. Right, right. I don't know what -- how
7 they conduct. But based on my experience, you need
8 to know which area need to do the renovation and
9 what kind of contractor need to hire to do the
10 renovation.

11 Q. So you're -- when you say your experience,
12 it's based on you speculating based on your own
13 belief; correct?

14 A. Based on my experience.

15 Q. Okay. So you're still speculating; right?

16 A. Okay. Yes.

17 Q. Yes.

18 So then you said, "In line with its
19 formula, InvestPro bought the subject property at a
20 foreclosure auction for \$95,100, and then found TKNR
21 as the investor."

22 Is this based on your experience?

23 A. I think that is during the -- I remember
24 the conversation is like the one during the
25 Christmas party. They said it's -- you know, they

1 found that Kenny Lin is -- go to they have to pay
2 the money to buy this apartment. Then they tell the
3 investor, then put the name of the investor name on
4 the property.

5 Q. When you write here, "Receipts for the
6 heat pump, et cetera," then it goes down to,
7 "Admittedly without using licensed electrical,
8 plumbing, and HVAC contractors or having required
9 permits," are you going back to the disclosures that
10 we had talked about earlier?

11 A. It's -- yes -- yes, yes.

12 Q. Okay. Then, "A licensed electrical
13 contractor and an electrical permit would have
14 required an upgrade of the electrical supply
15 system," is this based on your experience?

16 A. Yes, and also the -- when I talked to the
17 licensed HVAC. Because we did the one in our
18 current 728 North 11th Street, then they tell me
19 that actually AC contractor, their scope of work
20 only need to replace existing older unit to the new
21 unit. If anything changes the electrical work,
22 anything changes to the water plumbing work, they
23 need to hire a separate contractor for the plumbing
24 contract and electrical contract.

25 Q. I'm sorry. Who are you talking to?

1 don't know or not?

2 A. Yes. They did by the handyman, yes.

3 Q. That was disclosed in the seller's
4 disclosures; correct?

5 A. No, no.

6 Q. Just the fact that they used some handyman
7 was disclosed in the disclosures; correct?

8 A. Mm-hmm, yeah.

9 Q. What about the foundation here for -- I
10 think we already talked about this, about the
11 electrical lines, that you saw them in the pictures;
12 right? Is that what you're talking about here for
13 this next sentence?

14 A. Yeah.

15 MR. CHILDS: Wait, wait.

16 THE WITNESS: Okay. What do you say?

17 MR. CHILDS: He's asking about the next
18 sentence.

19 Can you start with the first couple of
20 words so we can get on it?

21 BY MR. LEE:

22 Q. Yeah. It's, like --

23 MR. CHILDS: "They opened new big holes,"
24 is that...

25 ///

1 potentially someone before InvestPro?

2 A. Well, this is -- I think it got to be
3 InvestPro otherwise the periods that -- InvestPro,
4 before they do that, they cannot have people living
5 there without heating.

6 Q. So you're speculating that it had to be
7 InvestPro based on your --

8 A. Right, right. Before, they use the swamp
9 cooler. The heating is rely on the wall heater,
10 yeah.

11 Q. So you don't know one way or the other; is
12 that fair?

13 A. Yeah. I'm pretty sure it's done by the
14 InvestPro.

15 Q. So you're basing that upon your experience
16 and speculation; right?

17 A. Based on my experience, yes.

18 Q. Without your speculation?

19 A. Yeah. Okay. Yes.

20 Q. Yes. Okay. You're speculating. Okay.
21 Thank you.

22 So in 2018 -- we already talked about
23 this. You were able to go and you could pull -- not
24 pull, to obtain the permit information; right?

25 A. Yes.

1 order.

2 (Exhibit 10 was marked for the record.)

3 BY MR. LEE:

4 Q. So a copy of the website, which we
5 basically looked at as --

6 A. Yeah, yeah, yeah.

7 Q. Would you agree this is a fair copy of the
8 website we just looked at?

9 A. Yes, yes.

10 Q. Your next paragraph here, you said during
11 your inspection, you pointed out several code
12 violations, which we've already talked about. And
13 then you have the GFCI outlets; right?

14 A. Yes, yes.

15 Q. That's ultimately a request that you had
16 made to the seller; correct?

17 A. Yes.

18 Q. And then you also noted that there were
19 exposed electrical wires at the time when you had
20 done your initial inspection; right?

21 A. Yes.

22 Q. And then you also noticed that there were
23 cracks in ceramic floor tiles; right?

24 A. Yeah.

25 Q. Okay. So you were aware of all these

1 issues prior to purchasing the property?

2 A. Yes.

3 Q. And you were also aware at the time that
4 you purchased the property that these problems would
5 not pass a City code enforcement inspection;
6 correct?

7 A. Yes.

8 Q. And you still elected to purchase the
9 property eventually; correct?

10 A. Yes.

11 Q. Go down to the next paragraph where it
12 specifies normal transactions. The common spaces is
13 something that you indicated, but you had the
14 ability to inspect the entire building; right?

15 A. Yes.

16 Q. Okay. And then you start talking about
17 the second residential purchase agreement, which is
18 dated September 5th, 2017, and why you guys have
19 elected to waive the inspections at that point;
20 right?

21 A. Yeah.

22 Q. You had access to the attic during your
23 inspection at any point in time; right?

24 A. No.

25 Q. You're saying you did not have access to

1 the attic?

2 A. We only can see the manhole open the area,

3 but --

4 Q. Did you request access to the attic?

5 A. It's -- we -- we cannot break the ceiling

6 drywall, so we only can see there is a hole, the

7 manhole. So I take out the -- look like the manhole

8 and I cannot see anything.

9 Q. Did you request access to the attic as
10 part of your inspection?

11 A. I -- Kenny Lin allowed me to go to the
12 manhole to take a look. I take a look.

13 Q. Okay. So you did have access?

14 A. Yeah, yeah.

15 Q. Okay.

16 A. But it's not the area which is have
17 problem. We cannot see that area. This is -- the
18 access is the -- you only see the manhole. Because
19 of the space, you cannot people go inside. Too
20 shallow.

21 Q. Do you know if, like, a professional
22 inspector would use some type of camera to do an
23 inspection of those type of spaces?

24 A. I don't -- to my knowledge, no. You have
25 to go inside yourself.

1 not performed by an active licensed contractor as
2 required by law."

3 How do you know that the defendants knew
4 about this alleged issue?

5 A. Well, I -- it's general knowledge. If you
6 have the rental property, right, you have to provide
7 the capability. So it means you have to provide the
8 heating during winter, like this time, or you have
9 to provide cooling during the summertime. So not
10 just required.

11 So I was thinking when they buy this
12 property, they should have this, otherwise they
13 cannot sale that one by previous owner; right? They
14 cannot rent as the rental property because Kenny Lin
15 bought this one as rental property. This is a
16 rental property.

17 Q. So no one ever told you that. It's just
18 based on your own personal belief?

19 A. Yes.

20 Q. Okay. And then, "Removal of natural gas
21 supply line was, which occurred with no permit or
22 inspection and was not performed by active licensed
23 contractor as required by law," this is also based
24 on your personal belief?

25 A. Yeah, because I don't see any permit

1 inspection result.

2 Q. Okay. And then, "Upgraded electrical
3 system to add additional lines and new power supply
4 with no permit or inspection and not performed by an
5 active licensed contractor as required by law," this
6 is also based on your personal belief?

7 A. It's based on personal belief and also the
8 fact we don't see any permit and also no inspection
9 on the line.

10 Q. No what on the line?

11 A. Inspection on the electrical addition
12 line, which is you can see on here they require the
13 permit.

14 Q. I'm sorry. You said -- oh, no permit
15 inspection on the line?

16 A. Yeah. No permit inspection on the line.

17 Q. It says, like, "The disclosure says
18 there's a problem with the cooling but provides no
19 details about the history or what the problem was."
20 Like, is it your belief, personal belief,
21 that they had additional information about what the
22 problem was?

23 A. Yes.

24 Q. And what else is that based on?

25 A. When they changed the swamp cooler and the

1 wall heater to the heat pump, they needed to hire
2 professional to do the electrical gas line. They
3 need to hire an electrician to do the -- add
4 additional electrical line and also --

5 Q. So this is based on your experience and
6 conversations with those contractors that we
7 described before; right?

8 A. Right, right, yeah.

9 Q. Okay.

10 A. And also they did this switch from 5-ton
11 heat pump to the 2-ton heat pump. They need to
12 disclosure that because all this added stuff need a
13 lot of calculation and inspection and the permit
14 review.

15 Q. Okay. Once again, this goes back to your
16 conversations with the contractors or your
17 experience; right?

18 A. Yes, yes.

19 Q. So at no point in any of these punch lists
20 items did any defendant say to you, Yes, we knew
21 about these things or we didn't do them?

22 A. Could you repeat it what your question?

23 Q. Yeah.

24 So as it relates to all these items here,
25 no defendant ever came up to you and said, Yes,

1 we're actually aware of these issues; right?

2 A. No.

3 Q. The remainder of this is basically stuff
4 that you already testified to today at some point or
5 another.

6 When we look at the bottom of page 4, it
7 says, "Due to roof structure being damaged, every
8 time it rains, the roof leaks. The rains in
9 January 2019 revealed that both bathroom vents were
10 not vented outside but just into the ceiling attic."

11 So at this point in time, you had
12 purchased or owned this property for almost two
13 years? Yeah?

14 Is this the first time that you became
15 aware of the -- this issue?

16 A. This is only one year.

17 Q. Oh, so you owned it for one year?

18 A. Yeah, yeah.

19 Q. This is the first time it ever became an
20 issue known to you; right?

21 A. Yeah, for the roof.

22 Q. How do you know that the defendants knew
23 about this issue?

24 A. I don't know -- I don't know the
25 defendant -- no. I don't know the defendant know

1 this issue or not.

2 Q. Okay. And then, "These violations were
3 also hidden behind drywall and could not have been
4 identified without invasive investigation."

5 Is it also fair to say -- how do you know
6 that the defendants are the ones who allegedly hid
7 it behind the drywall?

8 A. This is very strange. I just noticed
9 recently, right, if you take a look at all other
10 wall, they don't have wood panel. That, I just
11 found one room. All of a sudden they have wood
12 panel there. So out of curiosity so I take out the
13 wood panel because all other wall don't have wood
14 panel. Then I found out this big crack behind that
15 wood panel. I take the picture; right?

16 Q. How do you know that the defendants knew
17 about that issue?

18 MR. CHILDS: He's asking a different
19 question.

20 THE WITNESS: Yeah.

21 MR. CHILDS: I think he's asking about the
22 sentence above that. I think he's asking about
23 this.

24 But I don't want to tell you what question
25 you're asking, but I think he's answering about the

1 paragraph below.

2 THE WITNESS: Is that --

3 MR. CHILDS: He's asking about this.

4 THE WITNESS: Could you rephrase?

5 MR. LEE: I'm asking about both of these
6 issues.

7 MR. CHILDS: Okay.

8 BY MR. LEE:

9 Q. Like, the violations were hidden behind
10 the drywall, like, what information do you have that
11 the defendants hid it behind the drywall? You know
12 or you don't know?

13 A. I just know behind the drywall that put
14 the vent without -- that is a violation, but I don't
15 know who did that.

16 Q. Okay. So you don't know who did it?

17 A. Yeah, yes.

18 Q. Okay. So it's possible that the
19 defendants did not know about it or hide it; is that
20 fair?

21 A. Yes.

22 Q. Okay. And then you have this other thing
23 about the wood paneling. Same question. How do you
24 know the defendants knew about it?

25 A. I don't know defendants know about it. I

1 only found out this one.

2 Q. So it's possible they didn't know about
3 this issue as well; correct?

4 A. Yes.

5 Q. Okay. So was there ever a settlement
6 demand in this case for \$10,000?

7 A. No.

8 Q. No? It's just, like -- you never said,
9 I'll settle this case for ten grand to anybody?

10 A. I maybe tell the Kenny Lin before we
11 initial it, this litigation. When we first found
12 out this electrical issue or electrical packing
13 issue, so maybe I tell Lin, Just pay us \$10,000. We
14 don't file lawsuit against the electrical. You
15 sure, you know.

16 Q. Okay. So that's where the potential
17 conversation could have come from?

18 A. Yeah. That is before we file. After
19 that, I file this litigation lawsuit. I never talk
20 to Lin.

21 Q. Yeah. It's my understanding the
22 conversation was before litigation, so --

23 A. Yeah, before litigation, not the time --
24 we only have issue is electrical issue. This is
25 not -- every time we raise, we have more issue.

1 Q. So "It's impossible that Defendants, at
2 least the ones involved in the sale, which are
3 Defendants TKNR, et cetera, did not know about the
4 renovations."

5 So you're basically speculating; right?

6 A. Yeah, yeah, yeah.

7 Q. We already talked about this Christmas
8 party.

9 Okay. The next exhibit is the one you
10 keep talking about, this "When do I need a permit?"

11 A. Okay.

12 (Exhibit 11 was marked for the record.)

13 BY MR. LEE:

14 Q. Exhibit 10 [sic] is identified as page 77
15 of 166 to page 83 of 166. You have page 78 of 166.
16 It says, of course in the middle of the bottom, "It
17 is a guide only and is not all inclusive. For more
18 accurate information, the homeowner should contact
19 their local building department."

20 Do you see that? Yes?

21 A. Yes.

22 Q. Okay. So you understand that for more
23 information during the diligence process, you should
24 contact the local building department?

25 A. Yes. I do went to there a lot of time.

1 Q. And then so you on the next page, page 79,
2 "Homeowners and Permits, 'When do I need a
3 permit?'" --

4 A. Mm-hmm.

5 Q. -- it provides you with the address of the
6 building and safety department; is that correct?

7 A. Yes.

8 Q. And the office hours; is that correct?

9 A. Yes.

10 Q. And it also provides you with a phone
11 number; correct?

12 A. Yes.

13 Q. And this is information or resources that
14 you could have used at any time related to finding
15 information about the permits of the property;
16 correct?

17 A. Yes.

18 Q. And this would have been true prior to the
19 purchase of the building; correct?

20 A. Yes.

21 Q. And this would also have been true at the
22 time you read the disclosure that specified that
23 some of the improvements or some of the disclosures
24 had been done without a permit; right?

25 A. Yes.

1 Q. Okay. On page 81, it says, "Homeowners
2 and Permits, 'What can I do without a permit?'"

3 Do you see that?

4 A. Yes.

5 Q. Number 5 says, "Painting, papering,
6 tiling, carpeting, cabinets, countertops, interior
7 wall, floor or ceiling covering, and similar finish
8 work."

9 Do you see that?

10 A. Yes.

11 Q. So you agree that no permits are required
12 for any of these types of work; correct?

13 A. Yes.

14 Q. So if you're installing new kitchen
15 cabinets, that does not require permits; correct?

16 A. Yes. But if you install the kitchen
17 countertop with the change of the location of the
18 sink, you need permit.

19 Q. It says here that countertops doesn't
20 require it; right?

21 A. Huh?

22 Q. It says countertops do not require a
23 permit? Yeah?

24 A. No. When you change the location of the
25 sink with the kitchen --

1 Window Replacements where no structural member -- no
2 structural member is altered or changed," that does
3 not need a permit either; right?

4 A. Yes.

5 Q. And then -- this is your exhibit, so the
6 "GFCI protected outlet is required by code and
7 permit is required," you underlined that; right?

8 A. Yes.

9 Q. Okay. And then I presume that you found
10 and printed this document; is that fair?

11 A. Yeah. I go to the -- on the -- print out
12 this one.

13 Q. Okay. And then so this GFCI protected
14 outlet, this is a request that you actually made for
15 the seller to change; correct?

16 A. Yes, yes.

17 Q. Okay. If you turn the page to 82,
18 Plumbing Improvements, no permits required to repair
19 or replace the sink; correct?

20 A. Yes.

21 Q. To repair or replace a toilet?

22 A. Yes.

23 Q. To repair or replace a faucet?

24 A. Yes.

25 Q. Resurfacing or replacing countertops?

- 1 A. Yes.
- 2 Q. Resurfacing shower walls?
- 3 A. Yes.
- 4 Q. Repair or replace shower heads?
- 5 A. Yes.
- 6 Q. Repair or replace rain gutters and down
- 7 spouts?
- 8 A. Yes.
- 9 Q. Regrouting tile?
- 10 A. Yes.
- 11 Q. And a hose bib, whatever that is.
- 12 A. Water freezer. It's, like, for the
- 13 filtration of the water.
- 14 Q. Okay. And then for the mechanical, no
- 15 permits required for portable heating appliances;
- 16 correct.
- 17 A. Yes.
- 18 Q. For portable ventilation appliances?
- 19 A. Yes.
- 20 Q. Or portable cooling units; correct?
- 21 A. Yes.
- 22 Q. And for portable evaporative coolers
- 23 installed in windows; correct?
- 24 A. Yes.
- 25 Q. And then at the bottom of this, once

1 A. Yes. Yes, maybe.

2 Q. Okay. And that includes all the pictures
3 that were included of the property as well?

4 A. Yes, yes.

5 Q. Okay. If you can go to 112.

6 A. Yeah.

7 Q. 112 shows the concrete slab outside of --
8 for the property; fair?

9 A. Yes, yes. That is the backyard of Unit A.

10 Q. Okay. And that also showed that there
11 were cracks in the concrete that were visible in
12 2017; right?

13 A. Yeah, yes, yeah. That is on the concrete
14 flat on the floor. That's fine, yeah.

15 Q. Okay. So you're aware that there were
16 these cracks in the concrete in 2017 prior to your
17 purchase of the building; right?

18 A. I think so, yes.

19 Q. And then 113 also shows the cracks in the
20 concrete?

21 A. Yeah. It's on the floor. Concrete on the
22 floor.

23 Q. Okay. And then 120 shows the dryer and
24 the dryer vent; right?

25 A. Yes. That is a new one you see.

1 Q. These are the picture of -- as far as I
2 know, was this picture -- this is a new picture? Is
3 that what you're saying?

4 A. This is a picture of when they sell that
5 one, sell the property.

6 Q. When they sold?

7 A. When they sold, put the listing on the
8 market to try to sell this property to 2017, yeah.

9 Q. This is a picture you would have seen on
10 or about August 2017 related to the --

11 A. Yeah, yeah. I remember I talk to the Lin.
12 I said, Hey, this look like washer/dryer.

13 Oh, this is new appliance.

14 Q. And then 133, it also shows the cracks in
15 the floor of the cement as well?

16 A. Yeah, yes.

17 Q. And then 134 also shows all the cracks?
18 Yes?

19 A. Yes. Floor is -- crack is -- I don't
20 consider big issue at that time, yeah.

21 Q. So all those issues were open and obvious
22 prior to the time you purchased the building? Yeah?

23 A. If the floor issue, I think it's obvious,
24 yes. The cracking in the floor, yes.

25 Q. What's Exhibit -- we can mark it

1 reporter can't take down hand gestures.

2 THE WITNESS: Okay. Sure, sure. I'm
3 sorry.

4 MR. CHILDS: No. I'm...

5 BY MR. LEE:

6 Q. Okay. Let's move on.

7 The next exhibit is the flipping fund
8 website.

9 A. Yeah.

10 (Exhibit 16 was marked for the record.)

11 BY MR. LEE:

12 Q. So I presume you're the one that printed
13 out this document; right?

14 A. Yes.

15 Q. Okay. And you also note that the closeout
16 date that's specified on page 3 of 166 indicated
17 that whatever the flipping fund was would have
18 closed on December 31st, 2015; right?

19 A. Oh, I just find out today. Yes, yes.

20 Q. Yeah. So there's no way that you relied
21 upon any flipping fund since it would have been
22 closed at this time; right?

23 A. Yeah. That is -- you know, I noticed this
24 one when the name mentioned that in the Christmas
25 party in 2017, December 2017. So then I went to the

1 Q. So my question -- you're not listening to
2 my question; right?

3 Were you provided with any of those
4 materials? Don't look at the website.

5 A. Mm-hmm. Don't look at the website.

6 Okay. What do you say?

7 Q. Okay. So did you receive any information
8 about the flipping fund related to the -- you know,
9 like, a pro forma, the private placement
10 information, the calculations of profit and losses,
11 capital contributions, member shares and member
12 units, did you receive any of that type of
13 information --

14 A. No.

15 Q. -- at any time?

16 A. No. I didn't receive that.

17 Q. So all the information that you're making
18 about the flipping fund comes from, one, this
19 website; right?

20 A. Yeah.

21 Q. And then the conversations that you had at
22 the Christmas party; right?

23 A. Right, right.

24 Q. But there was never any subsequent
25 solicitation or anything to you that would have

1 beginning of your deposition? Yeah?

2 A. Yes.

3 Q. Okay. And then also in the parenthetical
4 she said here, she has, "Per buyer's request, will
5 waive licensed home inspector to do the home
6 inspection"? Yeah?

7 A. Which one? Which page you say that one?

8 Q. Like, the last sentence in the email and
9 then it's in parentheticals.

10 MR. CHILDS: Oh, here.

11 BY MR. LEE:

12 Q. "Per buyer's request, will waive licensed
13 home inspector to do home the inspection"?

14 A. Yes, yes, because this is Helen Chen write
15 that one; right? That -- I said I feel that, yes,
16 because we did the inspection already.

17 Q. Yeah. You did the inspection? Yeah?

18 A. Yeah, yeah.

19 Q. Okay. We already talked about this one;
20 okay?

21 A. Yes, yes.

22 MR. LEE: So next in order.

23 (Exhibit 18 was marked for the record.)

24 BY MR. LEE:

25 Q. Exhibit 18 is Bates labeled DEF400341,

1 paragraph 28, which was different than the first
2 residential purchase agreement, was essentially the
3 same information in the email which specified,

4 "Buyer agree to pay the difference in cash if
5 appraisal come in lower than purchase price, not to
6 exceed purchase price of 200,000"; right?

7 A. Yes.

8 Q. So this is consistent with your
9 understanding that you're guaranteeing \$200,000 for
10 the purchase?

11 A. Yes, yes.

12 Q. And then we go to Addendum 1, which is
13 DEF4000365.

14 A. Yeah.

15 Q. And this specifies, you know, a lot of
16 information where you're changing the close of
17 escrow to January 5th, 2018; right?

18 A. Right, right.

19 Q. And then from that, did you have to agree
20 to make an additional deposit of 60,000 subject to
21 forfeiture?

22 A. Yes.

23 Q. So you're agreeing to guarantee \$60,000 if
24 you didn't close on time; right?

25 A. Yeah, yeah.

1 Q. So you guys -- you guys really wanted this
2 property?

3 A. Yes, because we have 1031 already put this
4 property, so we cannot back out.

5 Q. Yeah. So you would have been subject to
6 some issues if you didn't get this done?

7 A. Yeah, yeah.

8 Q. And then you also agreed to pay the rent
9 for one of the units for 650 a month?

10 A. Yes.

11 Q. And then you also agreed to pay a tenant
12 placement fee -- or a lease fee to the current
13 property manager for 800 bucks? Yeah?

14 A. Right, right.

15 Q. Okay. And then the next page, 366, is
16 Addendum 2 and that changed the buyer from Marie Zhu
17 to WLAB; right?

18 A. Right, because of the -- yeah. The -- my
19 wife said it's -- you know, since we are not apply
20 to loan, we should put into the WLAB because we pay
21 cash to buy this.

22 Q. At one point in time, you tried to get on
23 the loan; isn't that right?

24 A. Huh?

25 Q. At one point in time, you tried to get on

1 would have asked them to print out, but I don't
2 think that one --

3 THE WITNESS: Is that one National Title
4 Corporation Authorization to Close of Escrow?

5 MR. LEE: No. I'll show it to you. I
6 don't think it made it because of the hiccup that we
7 had.

8 BY MR. LEE:

9 Q. Do you see the screen right here, Order of
10 Protection Notice?

11 A. I don't see that.

12 MR. CHILDS: No. It's up there. It's not
13 here.

14 THE WITNESS: Okay. Let me read. What it
15 said?

16 BY MR. LEE:

17 Q. This is part of the disclosures that were
18 done on September 5th, 2017. They're part of the
19 documents that Marie would have done. It's
20 disclosed as DEF0019.

21 A. Okay.

22 Q. Okay. Do you recall as part of the
23 residential purchase agreement that Marie elected to
24 agree not to have a home inspection performed?

25 A. Yes. I think she signed that one. I

1 agree because the -- I said we already inspect this

2 property so I said we don't need additional

3 inspection.

4 And also, appraisal do the inspection too,

5 so I was thinking, Hey, we already done the

6 inspection.

7 Q. Okay. So the next document in order
8 should be the National Title Company; is that right?

9 A. Yes.

10 (Exhibit 20 was marked for the record.)

11 BY MR. LEE:

12 Q. And this just makes it clear that Marie
13 Zhu was the authorized signer on behalf of WLAB as
14 the buyer of the property; right?

15 A. Yes.

16 MR. LEE: Go to the next in order.

17 What's the next document in order?

18 MADAM REPORTER: Expert testimony report.

19 MR. LEE: Okay. Great.

20 (Exhibit 21 was marked for the record.)

21 BY MR. LEE:

22 Q. Exhibit 21 is your expert's report. I
23 understand that you're the person who found your
24 expert; correct?

25 A. Yes.

1 time. And also I think we done some in the weekend.

2 Q. Do you agree that your expert didn't do
3 any destructive testing when he did his inspection?

4 A. Yeah. We didn't do any of the destructive
5 testing.

6 Q. Okay. So you walked through the property
7 with him at the time he did his inspection; correct?

8 A. Right.

9 Q. Okay. During that time, did he inspect
10 any areas that -- that you did not have access to in
11 2017?

12 A. Yes. He didn't go to anything I didn't
13 inspect during 2017 too.

14 Q. So he inspected the same areas you
15 inspected?

16 A. Yes, yes.

17 Q. Okay. Did you provide him with any
18 commentary or directions related to his report while
19 he was doing the inspection?

20 A. Yeah. I tell him some point, yeah. I
21 point out some areas. I said, Do you see this
22 crack? I point out the areas, so he take a picture.

23 Q. Were they the same cracks that were
24 present in 2017?

25 A. Yeah, yeah. No. Some is not. Some is

1 new one.

2 Q. So when he inspected the HVAC, it's
3 something that you would have inspected in 2017;
4 right?

5 A. Yes.

6 Q. Okay. Then the fact that, you know,
7 there's, like, a 2-ton unit or a 5-ton unit is
8 something you would have also inspected in 2017;
9 correct?

10 A. No. I just said, in the 2017, we only can
11 see the 2-ton unit. The 5-ton unit is not there
12 anymore.

13 Q. In 2017, it's not there but it's there
14 now?

15 A. No.

16 Q. So your expert somehow inspected a 5-ton
17 unit that's not there now?

18 A. 5-ton unit is not there. It's after 2017.
19 They put up 2016, then they remove.

20 Q. Okay. So regardless, you were able to
21 inspect the same HVAC unit that your inspector did
22 during his inspection, whenever that happened;
23 right?

24 A. Yeah, yes. That -- I cleaned out
25 something.

1 Q. Okay. So this included the HVAC system;
2 correct?

3 A. Yes.

4 Q. And it would have been the HVAC system
5 that was installed at the time before purchase;
6 correct?

7 A. That is a 2-ton unit is installed before
8 the purchase.

9 Q. Whatever unit was on the property prior to
10 purchase you would have had -- you would have had
11 the ability to inspect at that time; right?

12 A. We don't have time to inspect the 5-ton
13 unit which is already moved.

14 Q. Okay. So whatever he inspected, you were
15 able to inspect; correct? I'm not asking about the
16 5-ton unit.

17 A. Yes.

18 Q. Okay. You were also able to inspect the
19 wall unit for the cooling or heating unit; right?

20 A. Heating unit wall unit, yes.

21 Q. Yeah. That's something you could have
22 inspected in 2017?

23 A. Yes.

24 Q. Okay. Here he has, "The moisture
25 condition behind both tile walls."

1 Do you have any information that shows the
2 defendants knew about this issue in 2017?

3 A. No.

4 Q. He was able to inspect the high-moisture
5 exhaust bathroom gas at some point in time during
6 his inspection. Is this something you could have
7 inspected in 2017?

8 A. No, I cannot.

9 Q. Okay. And that's because of the whole
10 wall ceiling drooping thing you were talking about?

11 A. Before it's all sealed by the drywall. We
12 cannot see.

13 Q. Okay. Just so I'm clear, there's nothing
14 here that shows that the defendants knew about this
15 issue in 2017; right?

16 A. I don't know, but I suspect that they know
17 that.

18 Q. But you're not sure?

19 A. I'm not sure. I strong suspect they did
20 know that.

21 Q. In terms of his findings related to
22 additional weight calculations, do you know if your
23 expert had done any calculations at all related to
24 what the additional weight would be?

25 A. No. I don't think so.

1 actually paid or not paid?

2 A. I haven't paid. Just asked them to give
3 me the quotation for doing that -- just doing
4 something using the existing wall.

5 Q. Okay. So the existing -- that I
6 understand it, it says here for Units A, B, C, it
7 essentially says \$26,600; right?

8 A. Yeah, yeah.

9 Q. And then your expert brought up that it's
10 actually going to cost \$70,000 to replace the entire
11 electrical system; right?

12 A. Yes. Because of the \$70,000, the Sani
13 tell me because we need to doing the change to the
14 wall from concrete block to the wood construction,
15 wood frame, then you need to wire the new wire,
16 everything. New electrical, all that, new line,
17 everything. That cost a lot more than just use
18 existing wall and existing outlet.

19 Q. So your expert goes on to have an opinion
20 about the plumbing system. Is the plumbing system
21 something that you could have inspected in 2017?

22 A. Yes or no. No.

23 Q. If you would have a qualified professional
24 with access to the equipment to inspect it in 2017,
25 could you have done that?

1 A. No. We didn't do that plumbing.

2 Q. But it's something you could have done in
3 2017; right?

4 A. Yes, we can do that one.

5 Q. Okay. Then you have no information here
6 that shows that the defendants knew about any of the
7 issues with the plumbing; correct?

8 A. I think they have information. He knows
9 some issue.

10 Q. Well, we know that there's a clogged sink
11 and it's something that, you know, they told you
12 about, and there's some type of clogged toilet;
13 right?

14 A. They didn't mention anything causing --
15 well, I just found out later -- recently they have
16 that disclosure, said they hire some handyman to do
17 the -- for the plumbing -- the sewage line; right?
18 And at that time, why need inspect? We only have
19 one tenant. So other building, they don't have use
20 that extent, like, recently, so we cannot see the --

21 Q. Okay. So there's no evidence here that
22 you knew that the defendants knew that there was any
23 cracking in the pipes for the plumbing system?

24 A. That time, I don't know. No.

25 Q. What about presently, do you know that

1 they knew that there was cracking in the plumbing
2 system?

3 A. According to my tenant, he hired from the
4 plumbing company, the plumbing company said there's
5 a cracking under line.

6 Q. If we look at your expert photographs that
7 are attached to his report, which are on pages 183
8 to the end of the report, you can see those?

9 A. Yes.

10 Q. Do you agree that these are all areas that
11 you would have had access to inspect as depicted in
12 these photographs?

13 A. Yes.

14 Q. And this would have been in 2017; correct?

15 A. Yes, but there's -- no, no, no. You see,
16 this is -- you talking about this photograph; right?

17 Q. I'm talking about all the photographs.

18 A. Something I pull out from Zillow is why he
19 inspect. I don't see that.

20 Q. These are your expert's photographs.

21 A. Yeah, but I tell them, I give to the
22 expert and this is photograph, but some people --
23 you see the oldest swamp cooler, that is the picture
24 on the Zillow, then currently is not there.

25 Q. Okay. And the picture of Zillow would

1 A. I -- I was thinking is pre- -- cause --
2 tenant cause damage because the pre-existing is it
3 shouldn't have cracking.

4 Q. Okay. So the tenant in this context would
5 have damaged the unit at the time that you owned it;
6 is that fair?

7 A. Maybe. Yes.

8 Q. Okay. So some of the -- so the damage
9 that was to the water heater system, could the
10 tenant have damaged that as well?

11 A. Yes.

12 Q. And then he could have damaged the cooler
13 pump and the valve as well; is that correct?

14 A. Yes.

15 Q. Okay. Then on 122, these are all issues
16 that the tenant could have damaged; is that correct?

17 A. Yes.

18 Q. And then the same through for 145; is that
19 right?

20 A. Yes.

21 Q. Okay. If we look back at Exhibit --

22 A. No, no, no. This is -- that one is --
23 145, that is the -- we doing the -- our own estimate
24 of initially how much it cost doing that repair,
25 this one. It's not in relate to the Sani -- the

1 expert report, their estimate. They are the general
2 contractor. I'm not a general contractor. I just
3 put a preliminary cost, maybe cost this much. I got
4 some quotation from the Home Depot, Penny Electric,
5 ACLV, all that company.

6 Q. Okay. So you're just trying to figure out
7 the cost for repair for the building on your own;
8 right?

9 A. Yeah, at that time.

10 Q. And then so your independent estimate,
11 based on your conversations with subcontractors --

12 A. Right, right.

13 Q. -- would have been \$102,873?

14 A. Right, right.

15 Q. Then your expert opines that the cost to
16 repair for the building would be --

17 A. About 660,000 -- or \$600,000. Much higher
18 than this number.

19 Q. Okay. But your estimates are actually
20 based on your conversations with potential
21 subcontractors; right?

22 A. Right. It's very small scope. It's not a
23 big, like -- Sani think it's repair lot of things,
24 yeah.

25 Q. So in Exhibit 21 with some of these areas

1 Q. But you don't know for sure?

2 A. I'm pretty sure.

3 Q. Okay. So if I was a tenant and I decide
4 to take a sledgehammer to a wall, that could crack
5 it; right?

6 A. No. Then we'll see that the sledgehammer,
7 that mark. No, you cannot --

8 Q. Okay. I'm not going to argue with you
9 about this anymore, but there's a potential cause
10 that could cause a wall cracking, you don't know
11 what the source of it would be?

12 A. Yes.

13 Q. Okay. So the next exhibit is the Larkin
14 Plumbing and Heating invoice.

15 A. Yeah.

16 Q. No. It's it L -- ACLV.

17 A. Yeah. ACLV, yeah.

18 Q. What is this?

19 A. Okay. That -- that is the one that tenant
20 notify us there's water -- ceiling dripping the
21 water during summer. No ring; right?

22 So we all thought strange. We say, What's
23 happened? So we open that ceiling. Then we found
24 out when the InvestPro doing the renovation, by now
25 they supposed to put the new duct in the AC unit

1 THE WITNESS: Yeah. It's the -- put
2 the -- install the 5-ton heat pump, remove the swamp
3 cooler. That company is shut down now.

4 BY MR. LEE:

5 Q. How do you know that the defendants were
6 aware of the existing sheet metal ductwork issue?

7 A. This is common knowledge for the
8 defendant. If they doing the -- change from the
9 swamp cooler to the heat pump, by law they need to
10 do that.

11 Q. So are you speculating that they knew
12 about it or do you know or you don't know if they
13 knew about it?

14 A. I don't know what they know about it, but
15 I -- I -- based on my --

16 Q. You don't know --

17 A. Yeah.

18 Q. -- what they knew; okay?

19 A. Yeah, yeah.

20 Q. All right. This goes a lot faster if you
21 just simply say you don't know the basis; okay?

22 A. Okay. Yeah.

23 MADAM REPORTER: Counsel, I need a break.
24 I'm sorry.

25 MR. LEE: It's okay. Let's take a break,

1 Q. Have you read this report before?

2 A. I read this one before, yeah.

3 Q. And for the record, Bates label is
4 DEF5000367-401.

5 A. Mm-hmm.

6 Q. So on page 372 --

7 A. Okay.

8 Q. -- about the second line down, it says,
9 "Items complained about in the Sani report were open
10 and obvious in the roof area, attic area, and the
11 exterior and interior areas of the property."

12 Do you agree with this statement?

13 A. Which line? Which -- what did you say?

14 Q. On page 372.

15 A. Yeah.

16 Q. Are you there?

17 A. Yeah.

18 Q. Okay. Then under "Waive standard
19 inspection requirement," there's a section right
20 there; right?

21 A. Yeah.

22 Q. And then the second line down, the first
23 sentence begins, "Items complained about in the Sani
24 report were open and obvious in the roof area, attic
25 area, and on the exterior/interior of the property."

1 Do you see that?

2 A. Mm-hmm.

3 Q. Do you agree with this statement?

4 A. Yes.

5 Q. Okay. I'm not going to ask you about the
6 wall loads. Actually, did you look at the
7 calculations that Opfer had done in his report?

8 A. Yeah. I think it's not correct.

9 Q. Like, did you do your own calculations or
10 did you --

11 A. I based on -- I also engineer. I have
12 background in engineering; right? This wall is not
13 on the total dead weight. He calculate on the dead
14 weight. They also need to calculate the wind load
15 that -- because this is a shear wall cause that
16 cracking on the wall.

17 Q. So you said you didn't calculate the wind
18 load?

19 A. Wind load, yeah. And also you need the
20 shear, the -- force to -- towards the wall is
21 cracking, yeah.

22 Q. Okay. On page 373 -- actually, 372, same
23 page, goes to 373, last sentence, first full
24 sentence says, "There's no indication in the Sani
25 report that any destructive testing was performed,

1 so therefore an inspector or contractor could have
2 made the same obligations, albeit often incorrect,
3 that were made in the Sani report."

4 Do you agree with this?

5 A. No, no.

6 Q. Let's take it piece by piece.

7 Do you agree that there's no indication
8 that Sani had done any destructive testing?

9 A. Yes.

10 Q. Okay. Do you agree that an inspector or
11 contractor could have made the same observations?

12 A. No.

13 Q. Okay. Is that because of that attic issue
14 that we talked about earlier or what's that based
15 on?

16 A. Based on the outside, the attic issue we
17 talked about, and also outside the wall have more
18 cracking. Actually, the -- your defendant's expert,
19 I point out some wall cracking. He didn't record it
20 in his report. He take pictures.

21 Q. My expert's report, you accompanied him
22 during that time -- and I believe your attorney also
23 accompanied then; right?

24 A. Yeah.

25 Q. So you had access to all the same areas

1 that Dr. Opfer did at the time of his inspection?

2 Yes?

3 A. Yes, yeah.

4 Q. So going back to 2017, you would still

5 have access to all those areas as well; correct?

6 A. Right.

7 Q. Okay.

8 A. But I point out some of the wall crack to
9 the Dr. Opfer. I don't see his -- in his report.

10 Q. Okay.

11 A. So his report is not in -- is not complete
12 information.

13 Q. So on page DEF53 -- 5000376 --

14 A. Okay.

15 Q. -- "Structural Defects" --

16 A. Yeah.

17 Q. -- midway down the first complete sentence

18 says, "The Sani report does not recognize prior

19 conditions in existence before any work took place

20 by defendants."

21 Do you agree with this statement?

22 THE WITNESS: Which one?

23 MR. CHILDS: I don't know.

24 THE WITNESS: Could you tell me which
25 line?

1 MR. CHILDS: Here.

2 THE WITNESS: (Reading document.)

3 Yes, yes.

4 BY MR. LEE:

5 Q. You agree with that? Okay.

6 A. Agree.

7 Q. Well, you're an engineer, so basically he
8 said -- further down the page, "While it is true
9 that there is an opening that was created for this
10 LG unit in the wall, it was below the window glass,
11 which, of course, is not carrying a structural load,
12 therefore there is no structural impact."

13 Do you agree with this statement?

14 A. No.

15 Q. Do you believe that there is a structural
16 load when it's below the window instead of above it?

17 A. They take out the concrete block on that
18 window unit. Before, there is a concrete block
19 underneath and -- underneath the window unit. They
20 take out the concrete block, which is the change of
21 the structure.

22 Q. So how do you know they took out a
23 concrete block?

24 A. Huh?

25 Q. How do you know they took out a concrete

1 A. From the observation, no.

2 Q. Okay. I'm trying to get everybody out of
3 here. That's why I'm just shortening it.

4 You don't know, you don't know; okay?

5 A. Mm-hmm.

6 Q. Do you agree that a property that is 63
7 years old would have various issues like plumbing
8 issues?

9 A. Yes. Maybe.

10 Q. So it's also possible that a property
11 that's 63 years old may have had issues but wasn't a
12 direct result of the actions by defendants?

13 A. Maybe.

14 Q. Maybe yes, maybe no, you don't know?

15 A. Yeah.

16 Q. Okay. Then for -- in terms of the vents
17 into the duct into the attic, do you agree that
18 he -- with his observation, that there's no
19 indication that this work was performed by the
20 defendants if they did not perform any attic work?

21 A. No. I think they did.

22 Q. So you think that they did.

23 A. Yeah.

24 Q. Based on what?

25 A. Based on the new dryer and new duct they

1 put in there. Do you see the picture? It's new
2 one.

3 Q. So based on your impression of the new
4 dryer and the new duct?

5 A. Yeah. New duct, brand-new duct put into
6 the ceiling.

7 Q. Is it possible that someone prior to the
8 foreclosure had installed a new dryer and a new
9 duct?

10 A. Before the foreclosure?

11 Q. Do you know one way or the other?

12 A. No. I don't think so. This is done --

13 Q. My question was: Do you know, yes or no,
14 one way or the other?

15 A. Could you rephrase again? Tell me.

16 Q. Do you know one way or another if someone
17 other than the defendants could replace the dryer
18 and the dryer duct?

19 A. I don't know, but -- I don't know what --
20 yeah.

21 Q. You don't know; okay? I'm trying to get
22 you out of here; okay?

23 A. Mm-hmm.

24 Q. Generally, you're someone who rents
25 low-income property; is that fair?

1 A. No.

2 Q. No. I mean, like, a lot of the properties
3 that you have in Las Vegas are in bad neighborhoods;
4 fair?

5 A. I don't say that. I don't think all in
6 bad neighborhood.

7 Q. Do you provide washer and dryers in all
8 your rental units?

9 A. No.

10 Q. Because the tenants damage them sometimes;
11 right?

12 A. This is only unit have the washer/dryer.
13 All my other units, no.

14 Q. So in general, like, you know, with your
15 properties, there's no benefit to adding a
16 washer/dryer unit; correct?

17 A. Yeah. Normally we don't provide.

18 Q. Yeah. Okay. And then what was the basis
19 for that?

20 A. Because you get more liability on that and
21 also -- no, we don't provide. Cost more and cause
22 most issue, so we don't provide.

23 Q. So if I represented to you that the
24 defendants in this context also don't provide
25 washers and dryers for the same reason, would you be

1 surprised by that?

2 A. I don't surprise they don't provide

3 washer/dryer, but I surprise they provide a

4 washer/dryer.

5 Q. You don't know if they provide the washer

6 and dryer; right?

7 A. Huh?

8 Q. You don't know if they did or didn't?

9 A. I don't know. I say that in this

10 property, when I bought this one, I was saying, Hey,

11 good. You have the washer/dryer in the unit because

12 my other -- all the rental property I have, I don't

13 have a washer/dryer in the unit.

14 Q. Okay. Let's just move on. You already

15 answered my question; okay?

16 A. Okay.

17 Q. You don't know at what point in time the

18 vent duct could have been disconnected from the roof

19 jack outlet; is that fair?

20 A. Huh?

21 Q. You don't know at what point in time the

22 vent duct became disconnected from the roof jack

23 outlet?

24 A. Roof jack outlet? I don't know that. We

25 cannot --

1 Q. Could you have taken the tape off the
2 wires and seen it?

3 A. No.

4 Q. Do you agree that the defendants had not
5 done any inside-the-wall plumbing changes to the
6 property?

7 A. No. I think they did done inside.

8 Q. Do you have any evidence that showed that
9 they'd done inside work or is this something you're
10 speculating about?

11 A. When I see the wall and tower -- the
12 shower tub is all new faucet; right? The other
13 shower tub, the faucet, if it's new, they have to do
14 that behind the wall. Otherwise you cannot do that
15 faucet.

16 Q. Do you know if the faucets were already
17 there prior to defendants doing the renovations?

18 A. Yeah. That's old one, but that one we saw
19 is new one.

20 Q. Do you know who installed the new shower
21 faucets?

22 A. I don't know. I don't know.

23 Q. Do you think that rental properties
24 experience more severe service issues because of
25 lack of care of tenants for the property?

1 A. Depend.

2 Q. So you have -- like, there could be good
3 tenants, there could be bad tenants?

4 A. Yes.

5 Q. So tenants could cause damage to a
6 property; right?

7 A. Yes. Yeah.

8 Q. At the present time, you're actively
9 trying to rent out all three units; is that right?

10 A. Huh?

11 Q. You're actively trying to rent out all
12 three units --

13 A. No.

14 Q. -- for the building?

15 A. No. I needed to fix something right now.
16 We found out that Unit B, last time your defendant
17 inspector to inspect, I go to the unit, there's the
18 sewage issue.

19 Q. Okay. So prior to the sewage issue, were
20 you actively trying to rent out all three of the
21 units?

22 A. Yes, I tried. We have tenant there
23 before.

24 Q. Okay. So from the time that you purchased
25 the building to the present, you had actively tried

1 to rent out all three of the units; right?

2 A. Yes.

3 Q. Okay. And then had you done all of the
4 repairs that were noted in the Sani report?

5 A. Yes. Sani report all this. We didn't do
6 the inside of the repair.

7 Q. Okay. So you haven't done all those
8 repairs as listed by Sani; correct?

9 A. No. Yes. No. We don't have any report
10 listed on the Sani one. We don't do anything yet.

11 Q. You haven't done anything?

12 A. Yeah.

13 Q. Okay. I did notice that it showed by
14 Dr. Neil, that you allowed the tenants to park their
15 vehicles next to the house -- the property; is that
16 true?

17 A. I didn't allow it. I don't know that
18 until I saw the one picture there.

19 Q. Okay. Because when we were there, I
20 believe there was a car parked right next to the
21 property when we did our inspection; right?

22 A. It's on the wall on the other side.

23 Q. And then there was a -- wasn't there,
24 like, a car dolly or a towing --

25 A. A towing truck -- a trailer.

1 Q. Trailer?

2 A. Yeah. That's my trailer.

3 Q. Your trailer. So is it possible that some
4 of your tenants hit the building?

5 A. No. That is the -- in the wall between my
6 property to other neighborhood property. It's far
7 away from building.

8 Q. No, no, no. There are cars that were
9 parked next to the building that we've seen in some
10 of the pictures; right?

11 A. This one picture, the -- it's -- I think
12 the they found from the Google Earth or Google Map,
13 yeah.

14 Q. Okay. So it's possible that these cars
15 hit the building; right?

16 A. Hit the building? Possible. But if they
17 hit the building, the tenant would have notified me
18 because they will see the damage on their car.

19 Q. Okay. But if they don't notify you, then
20 you wouldn't know; right?

21 A. Yeah. That I will know that. That's a
22 weird area. If they hit, then they have crack, dent
23 in the wall, all that stuff; right?

24 Q. No. If they don't notify you, you
25 wouldn't notice it unless you actually inspected the

1 area; right?

2 A. Yes, yes.

3 Q. Okay. If someone impacted the building
4 hard enough, it would just cause the cracks?

5 A. No. They would cause the breaking in the
6 concrete, the break.

7 Q. So if I hit a building at 40 miles per
8 hour, is it possible I could cause cracks in the
9 wall?

10 A. No. You damage the whole concrete block.
11 Contrate block is broken.

12 Q. Okay. So there would be some type of
13 damage; right?

14 A. Yeah, yeah. With that impact, you can see
15 very easy the impact damage. The concrete block can
16 be the one hole there.

17 Q. You were up on the roof with Dr. Neil;
18 right?

19 A. Yes.

20 Q. You agree with him saying that during his
21 inspection, he found no noticeable sagging on the
22 roof area related to the installation of these
23 rooftop heat pump units?

24 A. Yeah. I point out that the roof is very
25 soft. I point out to him there. I said, Do you see

1 this is very soft? It looks like -- because you can
2 see multiple holes there.

3 Q. Well, what he said is he found no
4 noticeable sagging.

5 Do you agree with that or disagree?

6 A. What does "sagging" mean? What's
7 "sagging" means?

8 Q. That means it sags.

9 A. Yeah. No noticeable this one, but it's
10 soft, very soft.

11 Q. Soft, but you didn't notice any sagging;
12 right?

13 A. No, no, no.

14 Q. Okay. And just for the record, I was
15 using my hands and taking them down to show sagging.

16 A. Yeah.

17 Q. Is there a reason why your expert didn't
18 do an itemized cost for repair and he only did a
19 lump sum repair cost?

20 A. I don't know. It's very expensive you do
21 the itemized.

22 MR. LEE: Next in order. We're almost
23 done. I promise.

24 (Exhibits 28 and 29 were marked for the record.)

25 ///

1 MR. LEE: Let's just go off record for
2 five minutes and then we should be able to wrap up;
3 okay?

4 (A short break was taken.)

5 BY MR. LEE:

6 Q. All right. In terms of tenants -- renting
7 out the units to any tenants, do you ever provide
8 them with a copy of the Sani report?

9 A. No.

10 Q. Do you ever provide them with any of the
11 pleadings or the first amended complaint, second
12 amended complaint, the complaint itself?

13 A. No.

14 Q. Okay.

15 A. You mean asking the -- my tenant?

16 Q. You give it to them?

17 A. No. I didn't give them these things.

18 Q. Okay. Did you tell them about it?

19 A. We tell them about the -- we have
20 litigation and the defendant's side want to inspect
21 that.

22 Q. Okay. So basically, you just tell them,
23 There's this. You can inspect the unit if you want;
24 is that it?

25 A. Yeah. And also we need to tell is a lot

1 of things report that we don't need to go to the

2 inside the building. It's wall cracking. It's

3 outside. You can see.

4 Q. Okay. So it's open and obvious for them?

5 A. Yeah. You can see always outside.

6 Q. So is there any information that you want

7 to provide that I haven't asked you about?

8 A. No.

9 Q. No? Okay.

10 Would you like to revise or supplement any

11 of your prior answers?

12 A. Yes. I need to read this description,

13 the -- what's it called?

14 MR. CHILDS: Transcript.

15 THE WITNESS: Transcript, yeah.

16 BY MR. LEE:

17 Q. Okay. So I presume you guys are going to

18 buy a copy of the transcript. You'll need to let

19 the court reporter know. If you are, they'll mail

20 you a copy. If not, you're going to have to go to

21 the court reporter's office to review it; okay?

22 A. Yeah. We just buy one.

23 Q. Okay. And then in terms of the areas that

24 we covered that was based on your experience or your

25 speculation, are you planning on offering those

1 CERTIFICATE OF WITNESS

2 PAGE LINE CHANGE REASON

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

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10 _____

11 _____

12 _____

13 _____

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15 _____

16 * * * * *

17

18 I, FRANK MIAO, witness herein, do hereby
 19 certify and declare under the penalty of perjury the
 20 within and foregoing transcription to be my
 21 deposition in said action; that I have read,
 22 corrected and do hereby affix my signature to said
 23 deposition.

24 _____

FRANK MIAO

25 Witness

Date

1 REPORTER'S CERTIFICATE

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

4 I, Trina K. Sanchez, a duly certified
5 court reporter licensed in and for the State of
6 Nevada, do hereby certify:

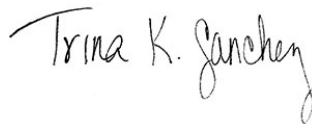
7 That I reported the taking of the
8 deposition of the witness, FRANK MIAO, at the time
9 and place aforesaid;

10 That prior to being examined, the witness
11 was by me duly sworn to testify to the truth, the
12 whole truth, and nothing but the truth;

13 That I thereafter transcribed my shorthand
14 notes into typewriting and that the typewritten
15 transcript of said deposition is a complete, true
16 and accurate record of testimony provided by the
17 witness at said time to the best of my ability.

18 I further certify (1) that I am not a
19 relative, employee or independent contractor of
20 counsel or of any of the parties; nor a relative,
21 employee or independent contractor of the parties
22 involved in said action; nor a person financially
23 interested in the action; nor do I have any other
24 relationship with any of the parties or with counsel
25 of any of the parties involved in the action that
may reasonably cause my impartiality to be
questioned; and (2) that transcript review pursuant
to NRCP 30(e) was requested.

19 IN WITNESS WHEREOF, I have hereunto set my
20 hand in the County of Clark, State of Nevada, this
21 23rd day of January, 2021.

22 

23 TRINA K. SANCHEZ, RPR, CCR NO. 933

1 HEALTH INFORMATION PRIVACY & SECURITY: CAUTIONARY NOTICE

2 Litigation Services is committed to compliance with applicable federal

3 and state laws and regulations ("Privacy Laws") governing the

4 protection and security of patient health information. Notice is

5 hereby given to all parties that transcripts of depositions and legal

6 proceedings, and transcript exhibits, may contain patient health

7 information that is protected from unauthorized access, use and

8 disclosure by Privacy Laws. Litigation Services requires that access,

9 maintenance, use, and disclosure (including but not limited to

10 electronic database maintenance and access, storage, distribution/

11 dissemination and communication) of transcripts/exhibits containing

12 patient information be performed in compliance with Privacy Laws.

13 No transcript or exhibit containing protected patient health

14 information may be further disclosed except as permitted by Privacy

15 Laws. Litigation Services expects that all parties, parties'

16 attorneys, and their HIPAA Business Associates and Subcontractors will

17 make every reasonable effort to protect and secure patient health

18 information, and to comply with applicable Privacy Law mandates,

19 including but not limited to restrictions on access, storage, use, and

20 disclosure (sharing) of transcripts and transcript exhibits, and

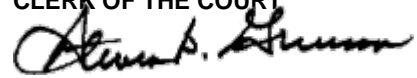
21 applying "minimum necessary" standards where appropriate. It is

22 recommended that your office review its policies regarding sharing of

23 transcripts and exhibits - including access, storage, use, and

24 disclosure - for compliance with Privacy Laws.

25 © All Rights Reserved. Litigation Services (rev. 6/1/2019)



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Attorney for Plaintiff/Counterdefendant

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

TKNR, INC, a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an individual, and
ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN
ZHONG LIN aka KENNETH ZHONG LIN aka WHONG
K.LIN aka CHONG KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka HELEN CHEN,
an individual and YAN QIU ZHANG, an individual, and
INVESTPRO LLC dba INVESTPRO REALTY,
a Nevada Limited Liability Company, and
MAN CHAU CHENG, an individual, and
JOYCE A. NICKRANDT, an individual and
INVESTPRO INVESTMENTS I LLC, a Nevada Limited
Liability Company, and INVESTPRO MANAGER LLC,
a Nevada Limited Liability Company, and
Does 1 through 15 and Roe Corporations I - XXX

Defendants/Counterclaimants

Case # A-18-785917-C
Dept # 14

Hearing Requested
[Discovery Commissioner]

PLAINTIFF'S RENEWED
MOTION TO COMPEL DISCOVERY AND FOR IMPOSITION OF SANCTIONS

Comes now Plaintiff W L A B Investment, LLC [hereinafter WLAB or
Plaintiff] and files this RENEWED MOTION TO COMPEL DISCOVERY AND FOR
IMPOSITION OF SANCTIONS. A Table of Contents and Table of Authorities is
attached pursuant to EDCR 2.20.

PLAINTIFF’S RENEWED
MOTION TO COMPEL DISCOVERY AND FOR IMPOSITION OF SANCTIONS

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PLAINTIFF’S RENEWED
MOTION TO COMPEL DISCOVERY AND FOR IMPOSITION OF SANCTIONS

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| 2 | NRCP 33(b)(4) |
| 3 | NRCP 34(b)(2) |
| 3 | NRCP 37 |

1 The Discovery Commissioner vacated the hearing on the previous motion
2 filed January 6, 2021 pursuant to EDCR 2.40 requesting Plaintiff to “set forth in full
3 the interrogatory or request and the answer or answers”. Plaintiff apologizes for
4 the length of this motion, which is required to comply with that requirement.

5 A meet and confer declaration is attached by both attorney Childs and Frank
6 Miao documenting Defendants complete refusal to even attempt to resolve the
7 discovery issue.

8
9 LEGAL BASIS FOR MOTION

10
11 The discovery was served on 11/26/2020. [Exhibit 2] 30 days after 11/26
12 was a holiday, and the next business day was 12/28/2020. Responses were
13 received 12/29/2020. [Exhibits 3 through 9] Despite having an extra two days due
14 to the holiday, responses were late. Thus, the objections are waived.

15 Regarding interrogatories, pursuant to NRCP 33(b)(4), the objection itself
16 (not the response) must be served within the 30-day period or it is waived.
17

18 4) Objections. The grounds for objecting to an interrogatory must be
19 stated with specificity. Any ground not stated in a timely objection is
20 waived unless the court, for good cause, excuses the failure. The
21 interrogating party may move for an order under Rule 37(a) with
22 respect to any objection to or other failure to answer an interrogatory.

23 Regarding requests for production of documents, pursuant to NRCP
24 34(b)(2), the response must be served within the 30-day period.
25

26 (2) Responses and Objections.

27 (A) Time to Respond. The party to whom the request is directed must
28 respond in **writing within 30 days after being served**. A shorter or
longer time may be stipulated under Rule 29 or be ordered by the

1 court.

2 (C) Objections. An objection must state whether any responsive
3 materials are being withheld on the basis of that objection. An
4 objection to part of a request must specify the part and permit
5 inspection of the rest.

6 Sanctions are appropriate as Defendants have no legitimate basis for
7 objecting to the requested discovery. The discovery is narrowly tailored to obtain
8 evidence from Defendants.

9 Rule 37. Failure to Make Disclosures or to Cooperate in Discovery;
10 Sanctions

11 (a) Motion for an Order Compelling Disclosure or Discovery.

12 (1) In General. On notice to other parties and all affected
13 persons, a party may move for an order compelling disclosure or
14 discovery. The motion must include a certification that the
15 movant has in good faith conferred or attempted to confer with
16 the person or party failing to make disclosure or discovery in an
17 effort to obtain it without court action.

18 (2) Appropriate Court. A motion for an order to a party must be
19 made in the court where the action is pending. A motion for an
20 order to a nonparty must be made in the court where the
21 discovery is or will be taken.

22 (3) Specific Motions.

23 (A) To Compel Disclosure. If a party fails to make a
24 disclosure required by Rule 16.1(a), 16.2(d), or 16.205(d),
25 any other party may move to compel disclosure and for
26 appropriate sanctions.

27 (B) To Compel a Discovery Response. A party seeking
28 discovery may move for an order compelling an answer,
designation, production, or inspection. This motion may be
made if:

(i) a deponent fails to answer a question asked
under Rule 30 or 31;

(ii) a corporation or other entity fails to make a
designation under Rule 30(b)(6) or 31(a)(4);

**(iii) a party fails to answer an interrogatory
submitted under Rule 33; or**

**(iv) a party fails to produce documents or
fails to respond that inspection will be
permitted — or fails to permit inspection**

— as requested under Rule 34.

(C) Related to a Deposition. When taking an oral deposition, the party asking a question may complete or adjourn the examination before moving for an order.

(4) Evasive or Incomplete Disclosure, Answer, or Response. For purposes of Rule 37(a), an evasive or incomplete disclosure, answer, or response must be treated as a failure to disclose, answer, or respond. A party's production of documents that is not in compliance with Rule 34(b)(2)(E)(i) may also be treated as a failure to produce documents.

(5) Payment of Expenses; Protective Orders.

(A) If the Motion Is Granted (or Disclosure or Discovery Is Provided After Filing). If the motion is granted — or if the disclosure or requested discovery is provided after the motion was filed — the court must, after giving an opportunity to be heard, require the party or deponent whose conduct necessitated the motion, the party or attorney advising that conduct, or both to pay the movant's reasonable expenses incurred in making the motion, including attorney fees. But the court must not order this payment if:

(i) the movant filed the motion before attempting in good faith to obtain the disclosure or discovery without court action;

(ii) the opposing party's nondisclosure, response, or objection was substantially justified; or

(iii) other circumstances make an award of expenses unjust.

(B) If the Motion Is Denied. If the motion is denied, the court may issue any protective order authorized under Rule 26(c) and must, after giving an opportunity to be heard, require the movant, the attorney filing the motion, or both to pay the party or deponent who opposed the motion its reasonable expenses incurred in opposing the motion, including attorney fees. But the court must not order this payment if the motion was substantially justified or other circumstances make an award of expenses unjust.

(C) If the Motion Is Granted in Part and Denied in Part. If the motion is granted in part and denied in part, the court may issue any protective order authorized under Rule 26(c) and may, after giving an opportunity to be heard, apportion the reasonable expenses for the motion.

1 (6) Motion Regarding the Sufficiency of an Answer or
2 Objection. The requesting party may move to determine the
3 sufficiency of an answer or objection. Unless the court finds an
4 objection justified, it must order that an answer be served. On
5 finding that an answer does not comply with this rule, the court
6 may order either that the matter is admitted or that an amended
7 answer be served. The court may defer its final decision until a
8 pretrial conference or a specified time before trial. Rule 37(a)(5)
9 applies to an award of expenses.

10 DISCUSSION

11 Plaintiff's Second Amended Complaint was filed November 23, 2020.
12 [Exhibit 1] This was after entry of a stipulated order allowing same on the same
13 date. Plaintiff sets forth fifteen causes of action specific to various defendants as
14 set forth below.

15 FIRST CAUSE OF ACTION - RECOVERY UNDER NRS CHAPTER
16 113

17 [Defendants TKNR, Wong, and INVESTPRO MANAGER LLC]

18 SECOND CAUSE OF ACTION - CONSTRUCTIVE FRAUD

19 [Defendants Investpro, Nickrandt and Chen]

20 THIRD CAUSE OF ACTION - COMMON LAW FRAUD

21 [Defendants Investpro, INVESTPRO MANAGER LLC , TKNR, Wong
22 and Lin]

23 FOURTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

24 [Defendants TKNR, INVESTPRO MANAGER LLC , Wong, Investpro
25 and Lin]

26 FIFTH CAUSE OF ACTION : FRAUDULENT CONCEALMENT

27 [Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC,
28 and Lin]

SIXTH CAUSE OF ACTION - BREACH OF FIDUCIARY DUTY

1 [Defendants Investpro and Nickrandt and Chen]

2 SEVENTH CAUSE OF ACTION - RICO

3 [Defendants Lin, Cheng, INVESTPRO MANAGER LLC and
4 INVESTPRO INVESTMENTS I LLC]

5 EIGHTH CAUSE OF ACTION - DAMAGES UNDER NRS 645.257(1)

6 [Defendant Chen, Lin, Investpro and Nickrandt]

7 NINTH CAUSE OF ACTION - FAILURE TO SUPERVISE,
8 INADEQUATE TRAINING AND EDUCATION

9 [Defendant Investpro, Zhang, and Nickrandt]

10 TENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

11 [As to TKNR, Doe Defendants 6 - 10 and Roe Defendants XI - XX]

12 ELEVENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

13 [As to INVESTPRO INVESTMENTS I LLC, Doe Defendants 10 - 15
14 and Roe Defendants XXI - XXX]

15 TWELVFTH CAUSE OF ACTION : CIVIL CONSPIRACY

16 [As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR,
17 INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER
LLC]

18 THIRTEENTH CAUSE OF ACTION - BREACH OF CONTRACT

19 [As to Defendant Investpro]

20 FOURTEENTH CAUSE OF ACTION - BREACH OF IMPLIED
21 COVENANT OF GOOD FAITH AND FAIR DEALING

22 [As to Defendant Investpro]

23 FIFTEENTH CAUSE OF ACTION : ABUSE OF PROCESS

24 [As to all Defendants]

25
26 The subject of this motion is Defendants' rote objections and evasive and
27 incomplete responses to the written discovery itemized below.
28

1 Exhibit 3 TKNR - Request for Production of Documents
2 Exhibit 4 CHI WONG - Request for Production of Documents
3 Exhibit 5 INVESTPRO LLC - Request for Production of
4 Documents
5 Exhibit 6 MAN CHAU CHENG - Interrogatories
6 Exhibit 7 INVESTPRO MANAGER LLC- Second Request for
7 Production of Documents
8 Exhibit 8 INVESTPRO INVESTMENTS I, LLC - Request for
9 Production of Documents
10 Exhibit 9 INVESTPRO INVESTMENTS I, LLC - Interrogatories
11

12 SPECIFIC DISCUSSION OF RESPONSES
13

14
15 A. TKNR. Exhibit 3 is TKNR's Responses to Request for Production of
16 Documents .

17 REQUEST 22. Plaintiff has a cause of action for fraudulent conveyance
18 based on TKNR selling the Subject Property to WLAB in December, 2017 and
19 then dissolving September, 2018, with the intent to defraud WLAB. [Exhibit 1, ¶
20 32 - 34] Request 22 directly relates to information about that and this information
21 is solely in the control of TKNR. Defendants provided a rote objection and no
22 response.

23 REQUEST FOR PRODUCTION NO. 22 :

24 Produce all corporate documents pertaining to you, including, but not
25 limited to, articles of incorporation, articles of organization, lists of officers,
26 lists of managers, lists of members, charters, stockholder agreements,
27 operating agreements, minutes of meetings, resolutions, dissolutions,
28 applications for fictitious firm names, statements of financial condition, and

1 financial statements from September, 2015 through September, 2018.

2 RESPONSE TO REQUEST NO. 22:

3 Objection, this request seeks information irrelevant to the subject matter of
4 this action and not reasonably calculated to lead to the discovery of
5 admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S.
6 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd.*
7 *of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v.*
8 *Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
9 App.1962).

10 Additionally, the question is overly broad and remote and, as such, is not
11 calculated to lead to the discovery of information relevant to the subject
12 matter of this action, nor to the discovery of admissible evidence. An overly
13 broad discovery request lacks specificity as to time, place, and/or subject
14 matter being requested. Discovery is sufficiently limited and specific in its
15 directive where compliance to its terms would not be unreasonably
16 burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695
17 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th
18 Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
19 352 (Cal. App. 2d 1968). Requests were over broad because they used
20 language so broad that it was impossible to determine what amongst
21 numerous documents fell within the scope of the requests. *Krause v.*
22 *Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
23 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
24 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291
25 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
26 unduly burdensome on its face if it uses an omnibus term such as 'relating
27 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
28 range of documents or information. *Id.*

1 Specifically, the scope of the requested information is outside the subject
2 matter of the litigation and is not likely to lead to admissible evidence in this
3 matter. This matter involves a singular transaction for the sale of real
4 property. The overbreadth of the request, coupled with the lack of relevancy
5 of the information, renders compliance unduly burdensome and not
6 reasonable in light of the needs of the case related to the claims and
7 defenses at issue.

8
9 REQUEST 23 seeks the rental information for the Subject Property while
10 TKNR owned it. This is relevant and will lead to the discovery of admissible
11 evidence as to what units were occupied and when, along with any modifications
12 of leases based on the admitted habitability issues in the apartment. After the
13 rote objection, TKNR references its disclosure "DEF4000354-366", which is just
14 an email from Helen Chen and the purchase agreement. [Exhibit 10] Nothing that
15 is responsive to information about rental during TKNR's ownership.

16 REQUEST FOR PRODUCTION NO. 23

17 Produce documents for all rentals, rental agreements, and leases for the
18 Subject Property from September, 2015 through December 31, 2017.

19 RESPONSE TO REQUEST NO. 23:

20 Objection, the question is overly broad and remote and, as such, is not
21 calculated to lead to the discovery of information relevant to the subject
22 matter of this action, nor to the discovery of admissible evidence. An overly
23 broad discovery request lacks specificity as to time, place, and/or subject
24 matter being requested. Discovery is sufficiently limited and specific in its
25 directive where compliance to its terms would not be unreasonably
26 burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695
27 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th
28 Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,

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5 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
6 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291
7 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
8 unduly burdensome on its face if it uses an omnibus term such as 'relating
9 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
10 range of documents or information. *Id.*

11 Specifically, the scope of the requested information is outside the subject
12 matter of the litigation and is not likely to lead to admissible evidence in this
13 matter. This matter involves a singular transaction for the sale of real
14 property pursuant to the Residential Purchase Agreement dated September
15 5, 2017, including the addendums attached thereto. See Defendants' Initial
16 List of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all
17 attachments thereto, at DEF4000354-366.
18

19
20 REQUEST 24 seeks information about rental income for the Subject
21 Property while TKNR owned it. The response is simply to refer to the response
22 to Request 23.

23 REQUEST NO. 24:

24 Produce documents for all income received from rental of the Subject Property
25 from September, 2015 through December 31, 2017.

26 RESPONSE TO REQUEST NO. 24:

27 See Response to Request No. 23.
28

1 REQUEST 25 seeks information about expenses paid for the Subject
2 Property while TKNR owned it. The response is simply to refer to the response to
3 Request 23 and cite to literally 5 pages of receipts for a residential tri-plex that was
4 purchased in 2015 at a foreclosure sale. {Exhibit 11 are the 5 invoices}

5 REQUEST NO. 25:

6 Produce documentation for all expenses paid associated with the Subject
7 Property from September, 2015 through December 31, 2017.

8
9 RESPONSE TO REQUEST NO. 25:

10 See Response to Request No. 23.

11 Also, without waiving the foregoing objections, see Defendants' Initial
12 Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all
13 supplements thereto, DEF 0020-025; DEF4000329. Defendant is in the
14 process of filing crossclaims against THE AIR TEAM, LLC d/b/a The Air
15 Team Heating & Cooling and anticipates obtaining more documents in
16 responsive to this request. As discovery is on-going, Defendant reserves the
17 right to supplement this response should more documents be obtained.

18
19 REQUEST 26 seeks information about the basis for Defendants'
20 counterclaim for Abuse of Process.¹ After the rote objection, it just refers to
21 Defendants' NRCP 16.1 disclosures. Plaintiff is solely seeking evidence
22 supporting Defendants' counterclaim which was authorized to be filed.

23
24
25
26 ¹. On November 11, 2020 Defendants filed a Motion for Leave to File Amended Answer,
27 Counterclaims and Third-Party Claims and an OST requested. Judge Escobar issued a chambers
28 decision via minute order on November 18, 2020 granting Defendants' motion and an Order was filed
December 2, 2021. To date Defendants have not filed their amended answer or counterclaim.

1 REQUEST NO. 26:

2 Produce all evidence supporting your claim that Plaintiff had an ulterior
3 purpose other than resolving a legal dispute.

4 RESPONSE TO REQUEST NO. 26:

5 A request seeking “all facts” and “all information related to each and every
6 allegation” is facially burdensome. *In re MGM Mirage Sec. Litig.*, No.
7 2:09-CV-1558-GMN, 2014 WL 6675732, at *5 (D. Nev. Nov. 25, 2014);
8 *Wynn Las Vegas v. Zoggolis*, No. 14-cv-157– MMD– VCF, 2014 WL
9 2772241, at *3 (D. Nev. June 17, 2014) (Ferenbach, M.J.); *Switch*
10 *Commc’ns Grp. v. Ballard*, No. 2:11-CV-00285-KJD, 2011 WL 3957434, at
11 *8 (D. Nev. Sept. 7, 2011) (quoting *Steil v. Humana Kansas City, Inc.*, 1197
12 F.R.D. 445, 447 (D. Kan. 2000) “Steal [SIC] states that an interrogatory may
13 reasonably ask for the material or principal facts which support a party’s
14 contentions. “However, ‘to require specifically ‘each and every’ fact and
15 application of law to fact ... would too often require a laborious,
16 time-consuming analysis, search, and description of incidental, secondary,
17 and perhaps irrelevant and trivial details.”)

18 “All-encompassing interrogatories which require the plaintiff to provide a
19 detailed narrative of its entire case, including the identity every witness and
20 document that supports each described fact. Courts have held that such
21 “blockbuster” interrogatories are unduly burdensome on their face. See e.g.
22 *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186–87 (D. Kan. 1997) and *Grynberg v.*
23 *Total S.A.*, 2006 WL 1186836, *6–7 (D. Colo. 2006).” *F.T.C. v. Ivy Capital,*
24 *Inc.*, No. 2:11-CV-00283-JCM, 2012 WL 1883507, at *9 (D. Nev. May 22,
25 2012).

26
27 Without waiving the foregoing objections, see Defendants’ Initial Disclosures
28 of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements

1 thereto; see also Plaintiff's 16.1 Early Case Conference Disclosures, and all
2 supplements thereto. As discovery, is on-going, Defendant reserves the
3 right to supplement this response should more information become
4 available.

5
6 REQUEST 27 seeks all documents supporting Defendants' counterclaim
7 for Abuse of Process. The response is to refer to the rote objections contained in
8 the response to Request 26 and the referral to Defendants' NRCP 16.1
9 disclosures.

10 REQUEST NO. 27:

11 Produce all documents supporting your claim that Plaintiff engaged in willful
12 act in the use of the legal process not proper in the regular conduct of the
13 proceeding.

14 RESPONSE TO REQUEST NO. 27:

15 See Response to Request No. 26.
16

17
18 REQUEST 28 seeks all communication between TKNR and INVESTPRO
19 INVESTMENTS I, LLC. INVESTPRO INVESTMENTS I, LLC is the flipping fund
20 of which Lin was the manager. [Exhibit 1, ¶ 17 -18 and, also, Exhibit 13] The
21 response was the rote objection.

22 REQUEST NO. 28:

23 Produce all documents of communications between yourself and
24 INVESTPRO INVESTMENTS I LLC.

25 RESPONSE TO REQUEST NO. 28:

26 Objection, the question is overly broad and remote and, as such, is not
27 calculated to lead to the discovery of information relevant to the subject
28 matter of this action, nor to the discovery of admissible evidence. An overly

1 broad discovery request lacks specificity as to time, place, and/or subject
2 matter being requested. Discovery is sufficiently limited and specific in its
3 directive where compliance to its terms would not be unreasonably
4 burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695
5 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th
6 Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
7 352 (Cal. App. 2d 1968). Requests were over broad because they used
8 language so broad that it was impossible to determine what amongst
9 numerous documents fell within the scope of the requests. *Krause v.*
10 *Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
11 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
12 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291
13 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
14 unduly burdensome on its face if it uses an omnibus term such as 'relating
15 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
16 range of documents or information. *Id.*

17 Specifically, this request is not limited in temporal scope or to any specific
18 subject matter. As written, the request would require disclosure of potentially
19 hundred, if not thousands, of correspondence over an indefinite time period
20 whether related to this matter or not, making compliance with the request
21 unduly burdensome and unreasonable related to the need of the case.

22
23 REQUEST 29 seeks all communication between TKNR and INVESTPRO
24 MANAGER LLC. INVESTPRO MANAGER LLC "is the business entity used by Lin
25 to present and solicit investors and funds to the Flipping Fund. [Exhibit 13]
26 INVESTPRO MANAGER LLC was also the project manager for renovation of the
27 Subject Property as described below." [Exhibit 1, ¶ 19 - 21] The response is to
28 refer to the rote objections contained in the response to Request 28.

1 REQUEST NO. 29:

2 Produce all documents of communications between yourself and
3 INVESTPRO MANAGER LLC.

4 RESPONSE TO REQUEST NO. 29:

5 See Response to Request No. 28.

6 Defendant reserves the right to amend and supplement the following
7 responses as provided in NRCP 26(e).

8
9 B. CHI WONG

10 Exhibit 4, CHI WONG - Request for Production of Documents.

11 Chi Wong is the sole member of TKNR. [Exhibit 1, ¶ 4]

12 REQUESTS 1 THROUGH 6 sought communications between the co-
13 Defendant and Defendant Lin during the period that TKNR owned the Subject
14 Property. Based on previous discovery responses, the Subject Property is the
15 only property ever owned by TKNR. The rponse to Requests 1 through 6 was the
16 rote objection.

17
18 REQUEST NO. 1:

19 Produce all documents of any description whatsoever including, but not
20 limited to, communications, contracts, agreements, instructions, payments,
21 checks, invoices, etc between yourself and Kenny Lin between August,
22 2015 and July 31, 2018.

23 RESPONSE TO REQUEST NO. 1:

24 Objection, the question is overly broad and remote and, as such, is not
25 calculated to lead to the discovery of information relevant to the subject
26 matter of this action, nor to the discovery of admissible evidence. An overly
27 broad discovery request lacks specificity as to time, place, and/or subject
28 matter being requested. Discovery is sufficiently limited and specific in its

1 directive where compliance to its terms would not be unreasonably
2 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
3 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
4 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
5 352 (Cal. App. 2d 1968). Requests were over broad because they used
6 language so broad that it was impossible to determine what amongst
7 numerous documents fell within the scope of the requests. Krause v.
8 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
9 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
10 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
11 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
12 unduly burdensome on its face if it uses an omnibus term such as 'relating
13 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
14 range of documents or information. Id.

15 Specifically, the scope of the requested information is outside the subject
16 matter of the litigation and is not likely to lead to admissible evidence in this
17 matter. This matter involves a singular transaction for the sale of real
18 property. A request for any and all documents over such a sustained period
19 of time that is not limited to any specific subject matter is unreasonable and
20 unduly burdensome.

21
22 REQUEST NO. 2:

23 Produce all documents of any description whatsoever including, but not
24 limited to, communications, contracts, agreements, instructions, payments,
25 checks, invoices, etc between yourself and INVESTPRO MANAGER LLC,
26 including to any of its agents and employees, between August, 2015 and
27 December 31, 2017.

28 ///

1 RESPONSE TO REQUEST NO. 2:

2 See Response to Request No. 1.

3
4 REQUEST NO. 3:

5 Produce all documents of any description whatsoever including, but not
6 limited to, communications, contracts, agreements, instructions, payments,
7 checks, invoices, etc between yourself and JOYCE A. NICKRANDT,
8 including to any of its agents and employees, between August, 2015 and
9 December 31, 2017.

10 RESPONSE TO REQUEST NO. 3:

11 See Response to Request No. 1.

12
13 REQUEST NO. 4:

14 Produce all documents of any description whatsoever including, but not
15 limited to, communications, contracts, agreements, instructions, payments,
16 checks, invoices, etc between yourself and INVESTPRO INVESTMENTS I,
17 LLC, including to any of its agents and employees, between August, 2015
18 and December 31, 2017.

19
20 RESPONSE TO REQUEST NO. 4:

21 See Response to Request No. 1.

22
23 REQUEST NO. 5:

24 Produce all documents of any description whatsoever including, but not
25 limited to, communications, contracts, agreements, instructions, payments,
26 checks, invoices, etc between yourself and INVESTPRO MANAGER LLC,
27 including to any of its agents and employees, between June, 2015 and
28 December 31, 2017.

1 RESPONSE TO REQUEST NO. 5:

2 See Response to Request No. 1.

3
4 REQUEST NO. 6:

5 Produce all communications between yourself and LIWE HELEN CHEN aka
6 HELEN CHEN between June, 2015 and December 31, 2017.

7
8 RESPONSE TO REQUEST NO. 6:

9 See Response to Request No. 1.

10
11
12 REQUEST 7 sought listing agreements and sales contracts signed by Wong
13 for the Subject Property from September, 2015 through December 31, 2017. In a
14 change of pace, the response was not the rote objection, just the false statement
15 that "it seeks information that is equally available to Plaintiff." WLAB has no
16 access to sales contracts other than with itself. This is a failure to disclose
17 defects case, so any other previous sales contracts and the disclosures are
18 relevant. WLAB is aware that the property had been sold to at least one other
19 person/entity, but the sale was canceled.

20
21 REQUEST NO. 7:

22 Produce all listing agreements or sales contracts, with all associated
23 exhibits and amendments, you signed for the sale of the Subject Property
24 from August 1, 2015 through December 31, 2017.

25 RESPONSE TO REQUEST NO. 7:

26 Objection, the question is unduly burdensome and as it seeks information
27 that is equally available to Plaintiff. Without waiving the foregoing, all
28 responsive documents have either been produced in this litigation by

1 Plaintiff and/or Defendant or are equally available to Defendant. See
2 Plaintiff's 16.1 Early Case Conference Disclosures at pp. 25-60; see also
3 Defendants Initial Disclosures of Documents and Witnesses Pursuant to
4 NRCP 16.1, and all supplements thereto, at DEF 0002-019;
5 DEF3000089-0134; DEF4000330-0339; DEF4000341; DEF4000354-0366.
6

7 REQUEST 8 seeks information about expenses paid for the Subject
8 Property while TKNR owned it. The response is the rote objection and a citation to
9 literally 5 pages of receipts for a residential tri-plex that was purchased in 2015 at
10 a foreclosure sale. [Exhibit 11 are the receipts]
11

12 REQUEST NO. 8:

13 Produce any and all documents including, but not limited to, invoices,
14 correspondence, payments, checks, vouchers, receipts, contracts, etc for
15 any professional fees or services performed for or by any accountants,
16 certified public accountants, bookkeepers, billing services, attorneys,
17 paralegals, private investigators, real estate agents, real estate brokers,
18 realtors, agents, title companies, escrow companies, salespersons, or
19 similar people or entities, relating or pertinent to the Subject Property, from
20 August, 2015 through December 31, 2017.

21 RESPONSE TO REQUEST NO. 8:

22 Objection, this request seeks information irrelevant to the subject matter of
23 this action and not reasonably calculated to lead to the discovery of
24 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
25 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
26 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
27 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
28 App.1962).

1 Without waiving the foregoing objections, see Defendants' Initial Disclosures
2 of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements
3 thereto, DEF 0020-024.

4 Defendant is in the process of filing crossclaims² against THE AIR TEAM,
5 LLC d/b/a The Air Team Heating & Cooling and anticipates obtaining more
6 documents in responsive to this request. As discovery is on-going,
7 Defendant reserves the right to supplement this response should more
8 documents be obtained.

9
10 REQUEST 9 seeks information about Mr. Wong's investment in TKNR.
11 Chi Wong is the sole member and alter ego of TKNR. [Exhibit 1, ¶ 4] The
12 response is the rote objection.

13 REQUEST NO. 9:

14 Produce all documents relevant or pertinent to your investment in TKNR,
15 INC.

16 RESPONSE TO REQUEST NO. 9:

17 Objection, this request seeks information irrelevant to the subject matter of
18 this action and not reasonably calculated to lead to the discovery of
19 admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S.
20 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd.*
21 *of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v.*
22 *Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
23 App.1962).

24 Additionally, the question invades Defendant's right of privacy, is
25 impermissibly overbroad and, therefore, oppressive, burdensome, and
26

27
28 ². No 3rd Party claim against THE AIR TEAM, LLC has been filed despite the December 2,
2020 Order authorizing same.

1 irrelevant to the subject matter of this action in that it seeks disclosure of
2 personal and private information. *Nesbit v. Dep't of Pub. Safety*, 283 F.
3 App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467
4 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
5 interests may be a basis for restricting discovery)).

6
7 REQUEST 10 seeks information about Mr. Wong's "ownership of any
8 interest in TKNR, INC.". Chi Wong is the sole member and alter ego of TKNR.
9 [Exhibit 1, ¶ 4] The response is the rote objection.

10 REQUEST NO. 10:

11 Produce all documents relevant or pertinent to your ownership of any
12 interest in TKNR, INC.

13 RESPONSE TO REQUEST NO. 10:

14 See Response to Request No. 9. Defendant reserves the right to amend
15 and supplement the following responses as provided in NRCP 26(e).
16
17
18

19 C. INVESTPRO LLC

20 Exhibit 5 INVESTPRO LLC - Request for Production of Documents.

21 "INVESTPRO LLC was at all relevant times a Nevada Limited Liability
22 Company dba INVESTPRO REALTY [hereinafter Investpro]. Investpro is a
23 real estate brokerage holding Nevada license # B.0144660.llc and a property
24 management company holding Nevada license # PM.0166824.bkr, which licenses
25 are registered to JOYCE A. NICKRANDT [herinafter Nickrandt]." [Exhibit 1, ¶ 2]
26 This averment is admitted in Defendants' Answer filed March 19, 2019.

27 The 5 invoices that were produced [Exhibit 11] were in the name of
28 Investpro or Investpro Realty.

1 WLAB retained Investpro as the property manager after it purchased the
2 Subject Property in December, 2017 through July 31, 2018.

3 REQUEST 1 seeks information about expenses paid for the Subject
4 Property while TKNR owned it. The response is the rote objection.

5 REQUEST NO. 1:

6 Produce all documents of any description whatsoever including, but not
7 limited to, communications, contracts, agreements, instructions, payments,
8 checks, invoices, etc between yourself and Kenny Lin between August,
9 2015 and July 31, 2018.

10 RESPONSE TO REQUEST NO. 1:

11 Objection, the question is overly broad and remote and, as such, is not
12 calculated to lead to the discovery of information relevant to the subject
13 matter of this action, nor to the discovery of admissible evidence. An overly
14 broad discovery request lacks specificity as to time, place, and/or subject
15 matter being requested. Discovery is sufficiently limited and specific in its
16 directive where compliance to its terms would not be unreasonably
17 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
18 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
19 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
20 352 (Cal. App. 2d 1968). Requests were over broad because they used
21 language so broad that it was impossible to determine what amongst
22 numerous documents fell within the scope of the requests. Krause v.
23 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
24 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
25 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
26 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
27 unduly burdensome on its face if it uses an omnibus term such as 'relating
28 to,' 'pertaining to,' or 'concerning' to modify a general category or broad

1 range of documents or information. Id.

2 Specifically, the scope of the requested information is outside the subject
3 matter of the litigation and is not likely to lead to admissible evidence in this
4 matter. This matter involves a singular transaction for the sale of real
5 property. A request for any and all documents over such
6 a sustained period of time that is not limited to any specific subject matter is
7 unreasonable and unduly burdensome.

8
9 REQUEST 2 seeks the rental information for the Subject Property while
10 TKNR owned it. After the rote objection, TKNR references it's disclosure
11 "DEF4000354-366", which is just the purchase agreement between the parties.
12 [Exhibit 10] Nothing that is responsive to information about rental during TKNR's
13 ownership.

14
15 REQUEST NO. 2:

16 Produce documents for all rentals, rental agreements, and leases for the
17 Subject Property from September, 2015 through July, 2018.

18
19 RESPONSE TO REQUEST NO. 2:

20 Objection, the question is overly broad and remote and, as such, is not
21 calculated to lead to the discovery of information relevant to the subject
22 matter of this action, nor to the discovery of admissible evidence. An overly
23 broad discovery request lacks specificity as to time, place, and/or subject
24 matter being requested. Discovery is sufficiently limited and specific in its
25 directive where compliance to its terms would not be unreasonably
26 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
27 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
28 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,

1 352 (Cal. App. 2d 1968). Requests were over broad because they used
2 language so broad that it was impossible to determine what amongst
3 numerous documents fell within the scope of the requests. Krause v.
4 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
5 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
6 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
7 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
8 unduly burdensome on its face if it uses an omnibus term such as 'relating
9 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
10 range of documents or information. Id.

11 Specifically, the scope of the requested information is outside the subject
12 matter of the litigation and is not likely to lead to admissible evidence in this
13 matter. This matter involves a singular transaction for the sale of real
14 property pursuant to the Residential Purchase Agreement dated September
15 5, 2017, including the addendums attached thereto. See Defendants' Initial
16 List of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all
17 attachments thereto, at DEF4000354-366. Some of the requested document
18 should already be in the possession of Plaintiff.

19
20 REQUEST 3 seeks information about rental income for the Subject Property
21 while TKNR owned it. The response is simply to refer to the response to
22 Request 2 and that "some of the requested document should already be in the
23 possession of Plaintiff."

24 REQUEST NO. 3:

25 Produce documents for all income received from rental of the Subject
26 Property from September, 2015 through July, 2018.

27 RESPONSE TO REQUEST NO. 3:

28 See Response to Request No. 2.

1 Additionally, the question invades Defendant's right of privacy, is
2 impermissibly overbroad and, therefore, oppressive, burdensome, and
3 irrelevant to the subject matter of this action in that it seeks disclosure of
4 personal and private information. Nesbit v. Dep't of Pub. Safety, 283 F.
5 App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart, 467
6 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
7 interests may be a basis for restricting discovery)). Some of the requested
8 document should already be in the possession of Plaintiff.

9
10 REQUEST 4 seeks information about expenses paid for the Subject
11 Property while TKNR owned it. The response is simply to refer to the response to
12 Request 3 and cite to literally 5 pages of receipts [Exhibit 10] for a residential tri-
13 plex that was purchased in 2015 at a foreclosure sale.

14 REQUEST NO. 4:

15 Produce documentation for all expenses paid associated with the Subject
16 Property from September, 2015 through July, 2018.

17 RESPONSE TO REQUEST NO. 4:

18 See Response to Request No. 3.

19 Without waiving the foregoing objections, see Defendants' Initial Disclosures
20 of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements
21 thereto, DEF 0020-025; DEF4000329. As discovery is on-going, Defendant
22 reserves the right to supplement this response should more documents be
23 obtained.

24
25
26 REQUEST 5 seeks correspondence about the Subject Property while TKNR
27 owned it. The response is simply to refer to the response to Request 2 and
28 refers to literally two emails. So during over two years of ownership, during which
"Both INVESTPRO REALTY and LIN had authority to act related to the Subject

1 Property” only two emails were generated. The previous quote is from TKNR’s
2 Responses to Interrogatories served April 8, 2020. [Exhibit 12, 7:14 - 8:4]
3 Perhaps over two years there were no complaints from tenants, no communication
4 from the city for code violations, and no communications about the complete
5 renovation of a residential tri-plex bought at a foreclosure sale, but highly, highly
6 unlikely.

7 REQUEST NO. 5:

8 Produce all correspondence associated with the Subject Property from
9 September, 2015 through July, 2018.

10 RESPONSE TO REQUEST NO. 5:

11 See Response to Request No. 2.

12 Additionally, the request is unduly burdensome in-as-much-as it requests
13 information equally available to Plaintiff. Any correspondence relevant to the
14 claims and defenses asserted in this action are between Plaintiff and
15 Defendants, illustrating that Plaintiff has equal access to the
16 correspondence it was a party to.

17 Without waiving the foregoing objections, see Plaintiff’s 16.1 Early Case
18 Conference Disclosures at pp. 17-19; see also Defendants’ Initial
19 Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all
20 supplements thereto, DEF4000340; DEF4000353.

21
22 REQUEST 6 seeks organizational and ownership documents for
23 INVESTPRO LLC. The response is simply to refer to the response to Request 2,
24 which are the rote objections.

25 REQUEST NO. 6:

26 Produce all organizational documents pertaining to you, including, but not
27 limited to, articles of organization, lists of officers, lists of managers, lists of
28

1 members, charters, operating agreements, minutes of meetings, resolutions,
2 dissolutions, applications for fictitious firm names, statements of financial
3 condition, and financial statements from August, 2015 through July 31,
4 2018.

5 RESPONSE TO REQUEST NO. 6:

6 See Response to Request No. 2.

7 Additionally, the question invades Defendant's right of privacy, is
8 impermissibly overbroad and, therefore, oppressive, burdensome, and
9 irrelevant to the subject matter of this action in that it seeks disclosure of
10 personal and private information. **Nesbit v. Dep't of Pub. Safety**, 283 F.
11 App'x 531, 533 (9th Cir. 2008) (citing **Seattle Times Co. v. Rhinehart**, 467
12 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
13 interests may be a basis for restricting discovery)).
14

15 REQUEST 7 seeks documents between INVESTPRO LLC and Kenny Lin
16 from when the Subject Property was purchased by TKNR through January, 2019.
17 After the rote objection, Defendants falsely state that it seeks virtually any
18 document; this is untrue is the Request solely seeks documents between
19 INVESTPRO LLC and Kenny Lin.

20 REQUEST NO. 7:

21 Produce all documents of any description whatsoever including, but not
22 limited to, communications, contracts, agreements, instructions, payments,
23 checks, invoices, etc. between yourself and Kenny Lin concerning, relevant
24 to, or pertinent to the Subject Property from August, 2015 through January
25 31, 2019.

26 RESPONSE TO REQUEST NO. 7:

27 Objection, the question is overly broad and remote and, as such, is not
28 calculated to lead to the discovery of information relevant to the subject

1 matter of this action, nor to the discovery of admissible evidence. An overly
2 broad discovery request lacks specificity as to time, place, and/or subject
3 matter being requested. Discovery is sufficiently limited and specific in its
4 directive where compliance to its terms would not be unreasonably
5 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
6 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
7 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
8 352 (Cal. App. 2d 1968). Requests were over broad because they used
9 language so broad that it was impossible to determine what amongst
10 numerous documents fell within the scope of the requests. Krause v.
11 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
12 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
13 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
14 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
15 unduly burdensome on its face if it uses an omnibus term such as 'relating
16 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
17 range of documents or information. Id.

18 Additionally, the question invades Defendant's right of privacy, is
19 impermissibly overbroad and, therefore, oppressive, burdensome, and
20 irrelevant to the subject matter of this action in that it seeks disclosure of
21 personal and private information. Nesbit v. Dep't of Pub. Safety, 283 F.
22 App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart, 467
23 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
24 interests may be a basis for restricting discovery)). This request seeks "all
25 documents of any description whatsoever" over a span of nearly four years.
26 Compliance with the request would be unduly burdensome based on the
27 overbreadth of the request and is not balanced to the needs of the case or
28 the scope of the claims and defense at issue. Also, the request for private

1 financial information invades the right of privacy and is not relevant to the
2 subject matter of this litigation, nor is it likely to lead to the discovery of
3 admissible evidence.
4

5 REQUEST 8 seeks documents between INVESTPRO LLC and
6 INVESTPRO INVESTMENTS I, LLC from when the Subject Property was
7 purchased by TKNR through January, 2019. The response is simply to refer to
8 the response to Request 7.

9 REQUEST NO. 8:

10 Produce all documents of any description whatsoever including, but not
11 limited to, communications, contracts, agreements, instructions, payments,
12 checks, invoices, etc. between yourself and INVESTPRO INVESTMENTS I
13 LLC concerning, relevant to, or pertinent to the Subject Property from
14 August, 2015 through January 31, 2019.

15 RESPONSE TO REQUEST NO. 8:

16 See Response to Request No. 7.
17

18 REQUEST 9 seeks documents between INVESTPRO LLC and CHI
19 WONG from when the Subject Property was purchased through January, 2019.
20 The response is simply to refer to the response to Request 7.
21

22 REQUEST NO. 9:

23 Produce all documents of any description whatsoever including, but not
24 limited to, communications, contracts, agreements, instructions, payments,
25 checks, invoices, etc between yourself and CHI ON WONG aka CHI KUEN
26 WONG concerning, relevant to, or pertinent to the Subject Property from
27 August, 2015 through July 31, 2018.

28 ///

1 RESPONSE TO REQUEST NO. 9:

2 See Response to Request No. 7.

3
4 REQUEST 10 seeks documents between INVESTPRO LLC and TKNR
5 from when the Subject Property was purchased by TKNR through January, 2019.
6 The response is simply to refer to the response to Request 7.

7 REQUEST NO. 10:

8 Produce all documents of any description whatsoever including, but not
9 limited to, communications, contracts, agreements, instructions, payments,
10 checks, invoices, etc between yourself and TKNR, Inc concerning, relevant
11 to, or pertinent to the Subject Property from August, 2015 through July 31,
12 2018.

13 RESPONSE TO REQUEST NO. 10

14 See Response to Request No. 7.

15
16
17 REQUEST 11 seeks documents from service providers from when the
18 Subject Property was purchased by TKNR through July 31, 2018. After the rote
19 objection, it's again alleged the WLAB "has equal access to those documents".
20 How WLAB would have access to records before it hired INVESTPRO LLC is
21 unexplained. Then Defendants refer to their 16.1 disclosures, which consist
22 entirely of the purchase agreements with WLAB. In other words, no substantive
23 compliance with the request.

24 REQUEST NO. 11 (Erroneously labeled No. 10):

25 Produce any and all documents including, but not limited to, invoices,
26 correspondence, payments, checks, vouchers, receipts, contracts, etc for
27 any professional fees or services performed for or by any accountants,
28 certified public accountants, bookkeepers, billing services, attorneys,

1 paralegals, private investigators, real estate agents, real estate brokers,
2 realtors, agents, title companies, escrow companies, salespersons, or
3 similar people or entities, concerning, relevant to, or pertinent to the Subject
4 Property from August, 2015 through July 31, 2018.

5 RESPONSE TO REQUEST NO. 11 (Erroneously labeled No. 10):

6 Objection, this request seeks information irrelevant to the subject matter of
7 this action and not reasonably calculated to lead to the discovery of
8 admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S.
9 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd.*
10 *of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v.*
11 *Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
12 App.1962). Also, the request specifically seeks “any and all documents [...]”
13 for or by [...] attorneys, paralegals,” which is subject to attorney-client
14 privilege and is not discoverable.

15 Moreover, the question is overly broad and remote and, as such, is not
16 calculated to lead to the discovery of information relevant to the subject
17 matter of this action, nor to the discovery of admissible evidence. An overly
18 broad discovery request lacks specificity as to time, place, and/or subject
19 matter being requested. Discovery is sufficiently limited and specific in its
20 directive where compliance to its terms would not be unreasonably
21 burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695
22 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th
23 Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
24 352 (Cal. App. 2d 1968). Requests were over broad because they used
25 language so broad that it was impossible to determine what amongst
26 numerous documents fell within the scope of the requests. *Krause v.*
27 *Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
28 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655

1 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
2 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
3 unduly burdensome on its face if it uses an omnibus term such as 'relating
4 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
5 range of documents or information. Id.

6 Further, the request is unduly burdensome in-as-much-as it requests
7 information equally available to Plaintiff. Any requested information relevant
8 to the claims and defenses asserted in this action relate to the sale of the
9 Subject Property to Plaintiff, some of which has already been disclosed in
10 this litigation by both Plaintiff and Defendant, indicating that Plaintiff has
11 equal access to those documents. See Plaintiff's 16.1 Early Case
12 Conference Disclosures at pp. 25-60; see also Defendants' Initial
13 Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all
14 supplements thereto, DEF0002-019; DEF4000330-339; DEF4000354-366.

15
16 REQUEST 12 seeks licenses held by INVESTPRO LLC. The response is
17 the rote objection.

18 REQUEST NO. 12 (Erroneously labeled No. 11):

19 Produce copies of any licenses held by you from August, 2015 through July
20 31, 2018.

21 RESPONSE TO REQUEST NO. 12 (Erroneously labeled No. 11):

22 Objection, this request seeks information irrelevant to the subject matter of
23 this action and not reasonably calculated to lead to the discovery of
24 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
25 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
26 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
27 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
28 App.1962).

1 Moreover, the question is overly broad and remote and, as such, is not
2 calculated to lead to the discovery of information relevant to the subject
3 matter of this action, nor to the discovery of admissible evidence. An overly
4 broad discovery request lacks specificity as to time, place, and/or subject
5 matter being requested. Discovery is sufficiently limited and specific in its
6 directive where compliance to its terms would not be unreasonably
7 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
8 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
9 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
10 352 (Cal. App. 2d 1968). Requests were over broad because they used
11 language so broad that it was impossible to determine what amongst
12 numerous documents fell within the scope of the requests. Krause v.
13 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5
14 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL
15 3592655 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging
16 Inc., 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad
17 and unduly burdensome on its face if it uses an omnibus term such as
18 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or
19 broad range of documents or information. Id.

20
21 REQUEST 13 seeks repairs, maintenance and improvement records.
22 Keeping in mind that INVESTPRO LLC was the property manager, it's abusive
23 that the response is to refer to the response to Request 1, the rote objection.

24 REQUEST NO. 13 (Erroneously labeled No. 12):

25 Produce copies of any and all documents for any and all repairs,
26 maintenance, or improvements of any kind made to the Subject Property
27 from August, 2015 through July, 2018.

28 ///

1 RESPONSE TO REQUEST NO. 13 (Erroneously labeled No. 12):

2 See Response to Request No. 1.

3
4 REQUESTS 14 through 18. Defendants provided no response to Requests
5 14 through 18, despite all requests being relevant, specific and narrow as to time
6 frame.

7 REQUEST NO. 14 (Erroneously labeled No. 13):

8 Produce copies of any and all documents for any and all management
9 agreements or contracts of any kind for the management of the Subject
10 Property from August, 2015 through July, 2018.

11 RESPONSE TO REQUEST NO. 14 (Erroneously labeled No. 13):

12 See Response to Request No. 2.

13 REQUEST NO. 15 (Erroneously labeled No. 14):

14 Produce all documents of any description whatsoever including, but not
15 limited to, communications, contracts, agreements, instructions, payments,
16 checks, invoices, etc between yourself and MAN CHAU CHENG WONG
17 concerning, relevant to, or pertinent to the Subject Property from August,
18 2015 through July 31, 2018.

19
20 RESPONSE TO REQUEST NO. 15 (Erroneously labeled No. 14):

21 See Response to Request No. 7.

22 REQUEST NO. 16 (Erroneously labeled No. 15):

23 Produce all documents of any description whatsoever including, but not
24 limited to, communications, contracts, agreements, instructions, payments,
25 checks, invoices, etc between yourself and JOYCE A. NICKRANDT WONG
26 concerning, relevant to, or pertinent to the Subject Property from August,
27 2015 through January 31, 201.

28 RESPONSE TO REQUEST NO. 16 (Erroneously labeled No. 15):

1 See Response to Request No. 7.

2 REQUEST NO. 17 (Erroneously labeled No. 16):

3 Produce all documents of any description whatsoever including, but not
4 limited to, communications, contracts, agreements, instructions, payments,
5 checks, invoices, etc between yourself and CHI ON WONG aka CHI KUEN
6 WONG from August,2015 through July31, 201.

7 RESPONSE TO REQUEST NO. 17 (Erroneously labeled No. 16):

8 See Response to Request No. 7.

9 REQUEST NO. 18 (Erroneously labeled No. 17):

10 Produce all documents of any description whatsoever including, but not
11 limited to, communications, contracts, agreements, instructions, payments,
12 checks, invoices, etc between yourself and LIWE HELEN CHEN aka
13 HELEN CHEN from August,2015 through July31, 2018.

14 RESPONSE TO REQUEST NO. 18 (Erroneously labeled No. 17):

15 See Response to Request No. 7.

16 Defendant reserves the right to amend and supplement the following
17 responses as provided in NRCP 26(e).
18

19
20 D MAN CHAU CHENG

21 Exhibit 6 MAN CHAU CHENG - Interrogatories.

22 "INVESTPRO MANAGER LLC was at all relevant times a Nevada Limited
23 Liability Company. INVESTPRO MANAGER LLC presented and solicited investors
24 for the Flipping Fund described below. INVESTPRO MANAGER LLC managed
25 Investpro INVESTMENTS I LLC, the Flipping Fund, and also managed the
26 renovation project of the Subject Property prior to the sale of the Subject Property
27 to Plaintiff. INVESTPRO MANAGER LLC used TKNR as a sham owner of the
28 Subject Property while in reality INVESTPRO MANAGER LLC retained control of

1 all decisions regarding the Subject Property.” [Exhibit 1, ¶ 9] Although this
2 averment was denied by Defendants, certainly WLAB can inquire into these
3 averments in discovery. Defendants solely have this information. Further, the
4 Flipping Fund which bought the property, renovated it and sold it, using TKNR as
5 the front or record owner, states in it’s promotional literature that it is “Present by
6 INVESTPRO MANAGER LLC”. [Exhibit 13]

7 REQUESTS 1 through 5 inquired about Ms. Cheng’s connection with the
8 INVESTPRO INVESTMENTS FOUNDATION³, the Flipping Fund, INVESTPRO
9 MANAGER LLC, duties and responsibilities with INVESTPRO MANAGER LLC,
10 and compensation from INVESTPRO MANAGER LLC. Requests 1 through 5
11 were responded to with the rote objections, although she did admit to being the
12 manager of INVESTPRO MANAGER LLC in Response 3, although there are no
13 “duties and responsibilities” described in Response 4.

14 INTERROGATORY NO. 1:

15 Describe in detail what your connection or relationships was with
16 INVESTPRO INVESTMENTS FOUNDATION from August 15, 2015 through
17 January 31, 2019.

18 RESPONSE TO INTERROGATORY NO. 1:

19 Objection, the term “INVESTPRO INVESTMENTS FOUNDATION” is not
20 defined and requires Defendant to speculate as to its meaning, which is
21 improper. As such, Defendant is unable to provide a response to the request
22 as written. To the extent that “INVESTPRO INVESTMENTS FOUNDATION”
23 is understandable, this request seeks information irrelevant to the subject
24 matter of this action and not reasonably calculated to lead to the discovery
25 of admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
26

27
28 ³. INVESTPRO INVESTMENTS FOUNDATION, with it’s address, phone number and
website are at the bottom of the Flipping Fund promotional literature. See Exhibit 13, pages 2, 3 & 6.

1 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
2 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
3 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
4 App.1962).

5 INTERROGATORY NO. 2:

6 Describe in detail what your connection or relationship was with Flipping
7 Fund from August, 2015 through January 31, 2019.

8 RESPONSE TO INTERROGATORY NO. 2:

9 Objection, this request seeks information irrelevant to the subject matter of
10 this action and not reasonably calculated to lead to the discovery of
11 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
12 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
13 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
14 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
15 App.1962).

16 INTERROGATORY NO. 3:

17 Describe in detail what your connection or relationship was with
18 INVESTPRO MANAGER LLC from August, 2015 through January 31, 2019.

19 RESPONSE TO INTERROGATORY NO. 3:

20 Objection, this request seeks information irrelevant to the subject matter of
21 this action and not reasonably calculated to lead to the discovery of
22 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
23 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
24 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
25 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
26 App.1962). Without waiving the foregoing, Defendant is/was a manager of
27 INVESTPRO MANAGER LLC.
28

///

1 INTERROGATORY NO. 4:

2 Describe in detail what your duties and responsibilities were with
3 INVESTPRO MANAGER LLC from August, 2015 through July 31, 2018.

4 RESPONSE TO INTERROGATORY NO.4:

5 Objection, this request seeks information irrelevant to the subject matter of
6 this action and not reasonably calculated to lead to the discovery of
7 admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S.
8 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd.*
9 *of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v.*
10 *Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
11 App.1962). Without waving the foregoing, Defendant acted as a manager
12 for INVESTPRO MANAGER, LLC.

13 INTERROGATORY NO. 5:

14 Describe in detail any compensation or payment you received from
15 INVESTPRO MANAGER LLC from August, 2015 through July 31, 2018.

16 RESPONSE TO INTERROGATORY NO. 5:

17 Objection, this question is overly broad and remote and, as such, is not
18 calculated to lead to the discovery of information relevant to the subject
19 matter of this action, nor to the discovery of admissible evidence. Discovery
20 is sufficiently limited and specific in its directive where compliance to its
21 terms would not be unreasonably burdensome. See *Diamond State Ins. Co.*
22 *v. Rebel Oil Co.*, 157 F.R.D. 691,695 (D. Nev. 1994) (citing *United States v.*
23 *Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976). Additionally, the question
24 invades Defendant's right of privacy, is impermissibly overbroad and,
25 therefore, oppressive, burdensome, and irrelevant to the subject matter of
26 this action in that it seeks disclosure of personal and private information.
27 See *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008)
28 (citing *Seattle Times Co. v. Rhinehart*, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199,

1 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for
2 restricting discovery)).

3 Defendant's financial information is private and not relevant to the subject
4 matter of this litigation. Moreover, the scope of the request is not reasonably
5 limited to the subject matter of this litigation as it requests any compensation
6 or payment throughout a three-year span without limitation to the profit
7 allegedly earned as a result of the allegations made in the complaint.

8
9 REQUEST 6 seeks all witnesses with knowledge, and the response was to
10 refer to Defendants' NRCP 16.1 witness disclosure.

11 INTERROGATORY NO. 6:

12 Set forth the name, complete address, and telephone number of each and
13 every person who has any knowledge of the facts of this case and/or has
14 any knowledge of the facts set forth in your answers to the above, and give
15 a brief statement of their alleged knowledge, if not previously produced.

16 RESPONSE TO INTERROGATORY NO. 6:

17 Please see Defendants' Initial Disclosures of Documents and Witnesses
18 Pursuant to NRCP 16.1, and all supplements thereto.

19
20
21 REQUEST 9 asks who was involved in the creation, design or publication of
22 the Flipping Fund promotion material. [Exhibit 13] The answer is a relevancy
23 objection. First, the objections are waived due to the late filing of the responses.
24 Second, this inquiry is relevant given WLAB's causes of action.

25 INTERROGATORY NO. 9

26 Identify the person or persons or entities who participated or were involved
27 in any way with in the creation, design and publication of Exhibit 1.

28 RESPONSE TO INTERROGATORY NO. 9:

1 Objection, this request seeks information irrelevant to the subject matter of
2 this action and not reasonably calculated to lead to the discovery of
3 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
4 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe
5 County Bd. of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968);
6 Darbee v. Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524
7 (Cal. App.1962).

8 Defendant reserves the right to amend and supplement the following
9 responses as provided in NRCP 26(e).

10
11 E INVESTPRO MANAGER LLC- Second Request for Production of
12 Documents

13 Exhibit 7 INVESTPRO MANAGER LLC- Second Request for Production of
14 Documents.

15 REQUEST 20 seeks organizational and ownership documents for
16 INVESTPRO MANAGER LLC. The response is the rote objections.

17 REQUEST NO. 20:

18 Produce all corporate documents pertaining to you, including, but not limited
19 to, articles of incorporation, articles of organization, lists of officers, lists of
20 managers, lists of members, charters, stockholder agreements, operating
21 agreements, minutes of meetings, resolutions, dissolutions, applications for
22 fictitious firm names, statements of financial condition, and financial
23 statements from August, 2015 through January31, 2019.

24 RESPONSE TO REQUEST NO. 20:

25 Objection, this request seeks information irrelevant to the subject matter of
26 this action and not reasonably calculated to lead to the discovery of
27 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
28

1 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
2 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
3 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
4 App.1962)

5 Additionally, the question is overly broad and remote and, as such, is not
6 calculated to lead to the discovery of information relevant to the subject
7 matter of this action, nor to the discovery of admissible evidence. An overly
8 broad discovery request lacks specificity as to time, place, and/or subject
9 matter being requested. Discovery is sufficiently limited and specific in its
10 directive where compliance to its terms would not be unreasonably
11 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
12 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
13 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
14 352 (Cal. App. 2d 1968). Requests were over broad because they used
15 language so broad that it was impossible to determine what amongst
16 numerous documents fell within the scope of the requests. Krause v.
17 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
18 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
19 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
20 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
21 unduly burdensome on its face if it uses an omnibus term such as 'relating
22 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
23 range of documents or information. Id. Specifically, the scope of the
24 requested information is outside the subject matter of the litigation and is not
25 likely to lead to admissible evidence in this matter. This matter involves a
26 singular transaction for the sale of real property. The overbreadth of the
27 request, coupled with the lack of relevancy of the information, renders
28 compliance unduly burdensome and not reasonable in light of the needs of

1 the case related to the claims and defenses at issue.

2
3 REQUEST 21 seeks documents between INVESTPRO MANAGER LLC
4 and Kenny Lin from when the Subject Property was purchased by TKNR through
5 January, 2019. The response is the rote objection.

6 REQUEST NO. 21:

7 Produce all documents of any description whatsoever including, but not
8 limited to, communications, contracts, agreements, instructions, payments,
9 checks, invoices, etc between yourself and Kenny Lin from August, 2015
10 through January31, 2019.

11 RESPONSE TO REQUEST NO. 21:

12 Objection, the question is overly broad and remote and, as such, is not
13 calculated to lead to the discovery of information relevant to the subject
14 matter of this action, nor to the discovery of admissible evidence. An overly
15 broad discovery request lacks specificity as to time, place, and/or subject
16 matter being requested. Discovery is sufficiently limited and specific in its
17 directive where compliance to its terms would not be unreasonably
18 burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695
19 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
20 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
21 352 (Cal. App. 2d 1968). Requests were over broad because they used
22 language so broad that it was impossible to determine what amongst
23 numerous documents fell within the scope of the requests. Krause v.
24 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
25 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
26 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
27 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
28 unduly burdensome on its face if it uses an omnibus term such as 'relating

1 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
2 range of documents or information. Id.

3 Specifically, the scope of the requested information is outside the subject
4 matter of the litigation and is not likely to lead to admissible evidence in this
5 matter. This matter involves a singular transaction for the sale of real
6 property. A request for any and all documents over such a sustained period
7 of time that is not limited to any specific subject matter is unreasonable and
8 unduly burdensome.

9
10 REQUEST 22 seeks documents between INVESTPRO MANAGER LLC
11 and INVESTPRO INVESTMENTS I, LLC from when the Subject Property was
12 purchased by TKNR through January, 2019. The response is the referral to the
13 response for Request 21, the rote objection.

14 REQUEST NO. 22:

15 Produce all documents of any description whatsoever including, but not
16 limited to, communications, contracts, agreements, instructions, payments,
17 checks, invoices, etc between yourself and INVESTPRO INVESTMENTS I
18 LLC August, 2015 through January31, 2019.

19 RESPONSE TO REQUEST NO. 22:

20 See Response to Request No. 21.

21
22 REQUEST 23 seeks documents between INVESTPRO MANAGER LLC
23 and Chi Wong from when the Subject Property was purchased by TKNR through
24 January, 2019. The response is the referral to the response for Request 21, the
25 rote objection.

26 REQUEST NO. 23:

27 Produce all documents of any description whatsoever including, but not
28

1 limited to, communications, contracts, agreements, instructions, payments,
2 checks, invoices, etc between yourself and CHI ON WONG aka CHI KUEN
3 WONG from August, 2015 through July 31, 2019.

4 RESPONSE TO REQUEST NO. 23:

5 See Response to Request No. 21.

6
7 REQUEST 24 seeks documents from service providers from when the
8 Subject Property was purchased by TKNR through July 31, 2018. After the rote
9 objection, it's again alleged the WLAB "has equal access to those documents".
10 How WLAB would have access to these records is unexplained. Then Defendants
11 refer to their 16.1 disclosures, which consist entirely of the purchase agreements
12 with WLAB. In other words, no substantive compliance with the request.

13 REQUEST NO. 24:

14 Produce any and all documents including, but not limited to, invoices,
15 correspondence, payments, checks, vouchers, receipts, contracts, etc for
16 any professional fees or services performed for or by any accountants,
17 certified public accountants, bookkeepers, billing services, attorneys,
18 paralegals, private investigators, real estate agents, real estate brokers,
19 realtors, agents, title companies, escrow companies, salespersons, or
20 similar people or entities, from August, 2015 through January 31, 2019.

21 RESPONSE TO REQUEST NO. 24:

22 Objection, this request seeks information irrelevant to the subject matter of
23 this action and not reasonably calculated to lead to the discovery of
24 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
25 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
26 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
27 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
28 App.1962). Also, the request specifically seeks "any and all documents [...]"

1 for or by [...] attorneys, paralegals,” which is subject to attorney-client
2 privilege and is not discoverable.

3 Moreover, the question is overly broad and remote and, as such, is not
4 calculated to lead to the discovery of information relevant to the subject
5 matter of this action, nor to the discovery of admissible evidence. An overly
6 broad discovery request lacks specificity as to time, place, and/or subject
7 matter being requested. Discovery is sufficiently limited and specific in its
8 directive where compliance to its terms would not be unreasonably
9 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
10 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
11 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
12 352 (Cal. App. 2d 1968). Requests were over broad because they used
13 language so broad that it was impossible to determine what amongst
14 numerous documents fell within the scope of the requests. Krause v.
15 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
16 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
17 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
18 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
19 unduly burdensome on its face if it uses an omnibus term such as 'relating
20 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
21 range of documents or information. *Id.*

22 Further, the request is unduly burdensome in-as-much-as it requests
23 information equally available to Plaintiff. Any requested information relevant
24 to the claims and defenses asserted in this action relate to the sale of the
25 Subject Property to Plaintiff, some of which has already been disclosed in
26 this litigation by both Plaintiff and Defendant, indicating that Plaintiff has
27 equal access to those documents. See Plaintiff's 16.1 Early Case
28 Conference Disclosures at pp. 25-60; see also Defendants' Initial

1 Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all
2 supplements thereto, DEF0002-019; DEF4000330-339; DEF4000354-366.

3
4 REQUEST 25 seeks licenses held by INVESTPRO MANAGER LLC. The
5 response is the rote objection.

6 REQUEST NO. 25:

7 Produce copies of any licenses held by you from August, 2015 through July
8 31, 2018.

9 RESPONSE TO REQUEST NO. 25:

10 Objection, this request seeks information irrelevant to the subject matter of
11 this action and not reasonably calculated to lead to the discovery of
12 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
13 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
14 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
15 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
16 App.1962). Moreover, the question is overly broad and remote and, as such,
17 is not calculated to lead to the discovery of information relevant to the
18 subject matter of this action, nor to the discovery of admissible evidence.
19

20
21 REQUEST 26 seeks repairs, maintenance and improvement records. The
22 response is the rote objection and a referred to the 5 pages of repair receipts.
23 [Exhibit 11]

24 REQUEST NO. 26:

25 Produce copies of any and all documents for any and all repairs,
26 maintenance, or improvements of any kind made to the Subject Property
27 from August, 2015 through July, 2018.

28 RESPONSE TO REQUEST NO. 26:

1 Objection, this request seeks information irrelevant to the subject matter of
2 this action and not reasonably calculated to lead to the discovery of
3 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
4 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
5 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
6 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
7 App.1962).

8 Without waiving the foregoing objections, see Defendants' Initial Disclosures
9 of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements
10 thereto, DEF 0020-025; DEF4000329. Defendant is in the process of filing
11 crossclaims against THE AIR TEAM, LLC d/b/a The Air Team Heating &
12 Cooling and anticipates obtaining more documents in responsive to this
13 request. As discovery is on-going, Defendant reserves the right to
14 supplement this response should more documents be obtained.

15
16 REQUEST 27 seeks management records for the Subject Property from
17 when the Subject Property was purchased by TKNR through July 31, 2018. The
18 response is the rote objection and a reference to the purchase agreement.

19 REQUEST NO. 27:

20 Produce copies of any and all documents for any and all management
21 agreements or contracts of any kind for the management of the Subject
22 Property from August, 2015 through July, 2018.

23 RESPONSE TO REQUEST NO. 27:

24 Objection, the question is overly broad and remote and, as such, is not
25 calculated to lead to the discovery of information relevant to the subject
26 matter of this action, nor to the discovery of admissible evidence. An overly
27 broad discovery request lacks specificity as to time, place, and/or subject
28 matter being requested. Discovery is sufficiently limited and specific in its

1 directive where compliance to its terms would not be unreasonably
2 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
3 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
4 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
5 352 (Cal. App. 2d 1968). Requests were over broad because they used
6 language so broad that it was impossible to determine what amongst
7 numerous documents fell within the scope of the requests. Krause v.
8 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
9 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
10 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
11 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
12 unduly burdensome on its face if it uses an omnibus term such as 'relating
13 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
14 range of documents or information. Id.

15 Specifically, the scope of the requested information is outside the subject
16 matter of the litigation and is not likely to lead to admissible evidence in this
17 matter. This matter involves a singular transaction for the sale of real
18 property pursuant to the Residential Purchase Agreement dated September
19 5, 2017, including the addendums attached thereto. See Defendants' Initial
20 List of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all
21 attachments thereto, at DEF4000354-366.

22
23 REQUEST 28 seeks documents between INVESTPRO MANAGER LLC and
24 MAN CHAU CHENG from when the Subject Property was purchased by TKNR
25 through January, 2019. The response is simply to refer to the response to
26 Request 21, the rote objection.

27 REQUEST NO. 28:

28 Produce all documents of any description whatsoever including, but not

1 limited to, communications, contracts, agreements, instructions, payments,
2 checks, invoices, etc between yourself and MAN CHAU CHENG, from
3 August, 2015 through January 31, 2019.

4 RESPONSE TO REQUEST NO. 28:

5 See Response to Request No. 21.

6
7 REQUEST 29 seeks documents between INVESTPRO MANAGER LLC and
8 JOYCE A. NICKRANDT from when the Subject Property was purchased by TKNR
9 through January, 2019. The response is simply to refer to the response to
10 Request 21, the rote objection.

11 REQUEST NO. 29:

12 Produce all documents of any description whatsoever including, but not
13 limited to, communications, contracts, agreements, instructions, payments,
14 checks, invoices, etc between yourself and JOYCE A. NICKRANDT from
15 August, 2015 through January 31, 2019.

16 RESPONSE TO REQUEST NO. 29:

17 See Response to Request No. 21.

18
19
20 REQUEST 30 seeks documents between INVESTPRO MANAGER LLC and
21 TKNR from when the Subject Property was purchased by TKNR through January,
22 2019. The response is simply to refer to the response to Request 21, the rote
23 objection.

24 REQUEST NO. 30:

25 Produce all documents of any description whatsoever including, but not
26 limited to, communications, contracts, agreements, instructions, payments,
27 checks, invoices, etc between yourself and TKNR, INC. from August, 2015
28 through January 31, 2019.

1 RESPONSE TO REQUEST NO. 30:

2 See Response to Request No. 21.

3
4 REQUEST 31 seeks documents between INVESTPRO MANAGER LLC and
5 CHI WONG from when the Subject Property was purchased by TKNR through
6 January, 2019. The response is simply to refer to the response to Request 21,
7 the rote objection.

8 REQUEST NO. 31:

9 Produce all documents of any description whatsoever including, but not
10 limited to, communications, contracts, agreements, instructions, payments,
11 checks, invoices etc between yourself and CHI ON WONG aka CHI KUEN
12 WONG from August, 2015 through January 31, 2019.

13 RESPONSE TO REQUEST NO. 31:

14 See Response to Request No. 21.

15
16 REQUEST 32 seeks documents between INVESTPRO MANAGER LLC and
17 HELEN CHEN from when the Subject Property was purchased by TKNR through
18 January, 2019. The response is simply to refer to the response to Request 21,
19 the rote objection.
20

21 REQUEST NO. 32:

22 Produce all documents of any description whatsoever including, but not
23 limited to, communications, contracts, agreements, instructions, payments,
24 checks, invoices, etc between yourself and LIWE HELEN CHEN aka
25 HELEN CHEN from August, 2015 through January 31, 2019.

26 RESPONSE TO REQUEST NO. 32:

27 See Response to Request No. 21.

1 F INVESTPRO INVESTMENTS I, LLC

2 Exhibit 8 INVESTPRO INVESTMENTS I, LLC - Request for Production of
3 Documents.

4 REQUEST 1 seeks organizational and ownership documents for
5 INVESTPRO INVESTMENTS I, LLC. The response is the rote objection.

6 REQUEST NO. 1:

7 Produce all corporate documents pertaining to you, including, but not limited
8 to, articles of incorporation, articles of organization, lists of officers, lists of
9 managers, lists of members, charters, stockholder agreements, operating
10 agreements, minutes of meetings, resolutions, dissolutions, applications for
11 fictitious firm names, statements of financial condition, and financial
12 statements from August, 2015 through January 31, 2019.

13 RESPONSE TO REQUEST NO. 1:

14 Objection, this request seeks information irrelevant to the subject matter of
15 this action and not reasonably calculated to lead to the discovery of
16 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
17 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
18 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
19 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
20 App.1962).

21 Additionally, the question is overly broad and remote and, as such, is not
22 calculated to lead to the discovery of information relevant to the subject
23 matter of this action, nor to the discovery of admissible evidence. An overly
24 broad discovery request lacks specificity as to time, place, and/or subject
25 matter being requested. Discovery is sufficiently limited and specific in its
26 directive where compliance to its terms would not be unreasonably
27 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
28 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th

1 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
2 352 (Cal. App. 2d 1968). Requests were over broad because they used
3 language so broad that it was impossible to determine what amongst
4 numerous documents fell within the scope of the requests. Krause v.
5 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
6 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
7 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
8 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
9 unduly burdensome on its face if it uses an omnibus term such as 'relating
10 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
11 range of documents or information. Id.

12 Specifically, the scope of the requested information is outside the subject
13 matter of the litigation and is not likely to lead to admissible evidence in this
14 matter. This matter involves a singular transaction for the sale of real
15 property. The overbreadth of the request, coupled with the lack of relevancy
16 of the information, renders compliance unduly burdensome and not
17 reasonable in light of the needs of the case related to the claims and
18 defenses at issue.

19
20 REQUEST 2 seeks documents between INVESTPRO INVESTMENTS I,
21 LLC and Kenny Lin from when the Subject Property was purchased by TKNR
22 through January, 2019. The response is the rote objection.

23 REQUEST NO. 2:

24 Produce all documents of any description whatsoever including, but not
25 limited to, communications, contracts, agreements, instructions, payments,
26 checks, invoices, etc between yourself and Kenny Lin from August, 2015
27 through January31, 2019.

28 RESPONSE TO REQUEST NO. 2:

1 Objection, the question is overly broad and remote and, as such, is not
2 calculated to lead to the discovery of information relevant to the subject
3 matter of this action, nor to the discovery of admissible evidence. An overly
4 broad discovery request lacks specificity as to time, place, and/or subject
5 matter being requested. Discovery is sufficiently limited and specific in its
6 directive where compliance to its terms would not be unreasonably
7 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
8 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
9 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
10 352 (Cal. App. 2d 1968). Requests were over broad because they used
11 language so broad that it was impossible to determine what amongst
12 numerous documents fell within the scope of the requests. Krause v.
13 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
14 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
15 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
16 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
17 unduly burdensome on its face if it uses an omnibus term such as 'relating
18 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
19 range of documents or information. *Id.*

20 Specifically, the scope of the requested information is outside the subject
21 matter of the litigation and is not likely to lead to admissible evidence in this
22 matter. This matter involves a singular transaction for the sale of real
23 property. A request for any and all documents over such a sustained period
24 of time that is not limited to any specific subject matter is unreasonable and
25 unduly burdensome.

26
27 REQUEST 3 seeks documents between INVESTPRO INVESTMENTS I,
28 LLC and INVESTPRO MANAGER LLC from when the Subject Property was

1 purchased by TKNR through January, 2019. The response is to refer to the
2 Response to Request 2, the rote objection.

3 REQUEST NO. 3:

4 Produce all documents of communications between yourself and
5 INVESTPRO MANAGER LLC August, 2015 through January 31, 2019.

6 RESPONSE TO REQUEST NO. 3:

7 See Response to Request No. 2.
8

9 REQUEST 4 seeks documents about the dissolution of INVESTPRO
10 INVESTMENTS I, LLC. The response is the rote objection. Plaintiff has a cause
11 of action for fraudulent conveyance based on TKNR selling the Subject Property to
12 WLAB in December, 2017 and then dissolving September, 2018, with the intent to
13 defraud WLAB. [Exhibit 1, ¶ 35 - 36] Request 4 directly relates to information
14 about that.

15 REQUEST NO. 4:

16 Produce any and all documents, including any and all financial records,
17 relevant to, related to, or in any way pertinent to your dissolution.

18 RESPONSE TO REQUEST NO.4:

19 Objection, the question is overly broad and remote and, as such, is not
20 calculated to lead to the discovery of information relevant to the subject
21 matter of this action, nor to the discovery of admissible evidence. An overly
22 broad discovery request lacks specificity as to time, place, and/or subject
23 matter being requested. Discovery is sufficiently limited and specific in its
24 directive where compliance to its terms would not be unreasonably
25 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
26 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
27 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
28 352 (Cal. App. 2d 1968). Requests were over broad because they used

1 language so broad that it was impossible to determine what amongst
2 numerous documents fell within the scope of the requests. Krause v.
3 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
4 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
5 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
6 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
7 unduly burdensome on its face if it uses an omnibus term such as 'relating
8 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
9 range of documents or information. Id.

10 Additionally, the question invades Defendant's right of privacy, is
11 impermissibly overbroad and, therefore, oppressive, burdensome, and
12 irrelevant to the subject matter of this action in that it seeks disclosure of
13 personal and private information. Nesbit v. Dep't of Pub. Safety, 283 F.
14 App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart, 467
15 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
16 interests may be a basis for restricting discovery)).

17 The request is overly broad and unduly burdensome on its face as it
18 requests each and every document related to Defendant's dissolution
19 without any limitation. Further, it specifically requests financial documents
20 that are private and not subject to disclosure for the mere asking. Ultimately,
21 the dissolution documents are irrelevant to the claims and defense at issue
22 in this litigation and is not likely to lead to the discovery of relevant evidence.

23
24 REQUEST 5 seeks documents from service providers from when the
25 Subject Property was purchased by TKNR through January 31, 2019. The
26 response is to refer to the Response to Request 2, the rote objection.

27 REQUEST NO. 5:

28 Produce any and all documents including, but not limited to, invoices,

1 correspondence, payments, checks, vouchers, receipts, contracts, etc for
2 any professional fees or services performed for or by any accountants,
3 certified public accountants, bookkeepers, billing services, attorneys,
4 paralegals, private investigators, real estate agents, real estate brokers,
5 realtors, agents, title companies, escrow companies, salespersons, or
6 similar people or entities, from August, 2015 through January 31, 2019.

7 RESPONSE TO REQUEST NO. 5:

8 See Response to Request No. 2.

9
10 REQUEST 6 seeks a list of INVESTPRO INVESTMENTS I, LLC's investors
11 or investors managed by INVESTPRO INVESTMENTS I, LLC from when the
12 Subject Property was purchased by TKNR through January 31, 2019. The
13 response is to refer to the Response to Request 2, the rote objection.

14 REQUEST NO. 6:

15 Produce a list of all investors in you, or managed by you from August, 2015
16 through January 31, 2019.

17 RESPONSE TO REQUEST NO. 6:

18 See Response to Request No. 2. Additionally, the question invades
19 Defendant's right of privacy, is impermissibly overbroad and, therefore,
20 oppressive, burdensome, and irrelevant to the subject matter of this action
21 in that it seeks disclosure of personal and private information. Nesbit v.
22 Dep't of Pub. Safety, 283 F. App'x 531, 533 (9th Cir. 2008) (citing Seattle
23 Times Co. v. Rhinehart, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d
24 17 (1984) (noting that privacy interests may be a basis for restricting
25 discovery)).
26
27
28

1 REQUEST 7 seeks loans and payments made to or by INVESTPRO
2 INVESTMENTS I, LLC from when the Subject Property was purchased by TKNR
3 through January 31, 2019. The response is the rote objection.

4 REQUEST NO. 7:

5 Produce copies of any and all documents for any and all loans and
6 payments made to or by you from August, 2015 through January 31, 2019.

7 RESPONSE TO REQUEST NO. 7:

8 Objection, the question is overly broad and remote and, as such, is not
9 calculated to lead to the discovery of information relevant to the subject
10 matter of this action, nor to the discovery of admissible evidence. An overly
11 broad discovery request lacks specificity as to time, place, and/or subject
12 matter being requested. Discovery is sufficiently limited and specific in its
13 directive where compliance to its terms would not be unreasonably
14 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
15 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
16 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
17 352 (Cal. App. 2d 1968). Requests were over broad because they used
18 language so broad that it was impossible to determine what amongst
19 numerous documents fell within the scope of the requests. Krause v.
20 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
21 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
22 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
23 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
24 unduly burdensome on its face if it uses an omnibus term such as 'relating
25 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
26 range of documents or information. Id.

27 Additionally, the question invades Defendant's right of privacy, is
28 impermissibly overbroad and, therefore, oppressive, burdensome, and

1 irrelevant to the subject matter of this action in that it seeks disclosure of
2 personal and private information. Nesbit v. Dep't of Pub. Safety, 283 F.
3 App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart, 467
4 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
5 interests may be a basis for restricting discovery)).

6 This request seeks private financial information that is not relevant to the
7 subject matter of this litigation, nor is it likely to lead to the discovery of
8 admissible evidence. The request is not limited to the Subject Property or
9 the allegations made in the Complaint and is therefore overbroad and
10 unduly burdensome.

11
12 REQUEST 8 seeks licenses held by INVESTPRO INVESTMENTS I, LLC.
13 The response is the rote objection.

14 REQUEST NO. 8:

15 Produce copies of any licenses held by you from August, 2015 through
16 January 31, 2019.

17 RESPONSE TO REQUEST NO. 8:

18 Objection, the question is overly broad and remote and, as such, is not
19 calculated to lead to the discovery of information relevant to the subject
20 matter of this action, nor to the discovery of admissible evidence. An overly
21 broad discovery request lacks specificity as to time, place, and/or subject
22 matter being requested. Discovery is sufficiently limited and specific in its
23 directive where compliance to its terms would not be unreasonably
24 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
25 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
26 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
27 352 (Cal. App. 2d 1968). Requests were over broad because they used
28 language so broad that it was impossible to determine what amongst

1 numerous documents fell within the scope of the requests. Krause v.
2 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
3 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
4 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
5 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
6 unduly burdensome on its face if it uses an omnibus term such as 'relating
7 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
8 range of documents or information. Id.

9 Additionally, the question invades Defendant's right of privacy, is
10 impermissibly overbroad and, therefore, oppressive, burdensome, and
11 irrelevant to the subject matter of this action in that it seeks disclosure of
12 personal and private information. Nesbit v. Dep't of Pub. Safety, 283 F.
13 App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart, 467
14 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
15 interests may be a basis for restricting discovery)).

16 This request seeks private financial information that is not relevant to the
17 subject matter of this litigation, nor is it likely to lead to the discovery of
18 admissible evidence. The request is not limited to the Subject Property or
19 the allegations made in the Complaint and is therefore overbroad and
20 unduly burdensome.

21
22 REQUEST 9 seeks documents between INVESTPRO INVESTMENTS I,
23 LLC and MAN CHAU CHENG from when the Subject Property was purchased by
24 TKNR through January, 2019. The response is simply to refer to the response to
25 Request 2, the rote objection.
26
27
28

1 REQUEST NO. 9:

2 Produce all documents of any description whatsoever including, but not
3 limited to, communications, contracts, agreements, instructions, payments,
4 checks, invoices, etc between yourself and MAN CHAU CHENG, from
5 August, 2015 through January 31, 2019.

6 RESPONSE TO REQUEST NO. 9:

7 See Response to Request No. 2.
8

9 REQUEST 10 seeks documents between INVESTPRO INVESTMENTS I,
10 LLC and JOYCE A. NICKRANDT from when the Subject Property was purchased
11 by TKNR through January, 2019. The response is simply to refer to the
12 response to Request 2, the rote objection.

13 REQUEST NO. 10:

14 Produce all documents of any description whatsoever including, but not
15 limited to, communications, contracts, agreements, instructions, payments,
16 checks, invoices, etc between yourself and JOYCE A. NICKRANDT from
17 August, 2015 through January 31, 2019.

18 RESPONSE TO REQUEST NO. 10:

19 See Response to Request No. 2.
20

21
22 REQUEST 11 seeks documents between INVESTPRO INVESTMENTS I,
23 LLC and TKNR from when the Subject Property was purchased by TKNR through
24 January, 2019. The response is simply to refer to the response to Request 2,
25 the rote objection.

26 REQUEST NO. 11:

27 Produce all documents of any description whatsoever including, but not
28 limited to, communications, contracts, agreements, instructions, payments,

1 checks, invoices, etc between yourself and TKNR, INC. from August, 2015
2 through January 31, 2019.

3 RESPONSE TO REQUEST NO. 11:

4 See Response to Request No. 2.

5
6 Request 12 seeks documents between INVESTPRO INVESTMENTS I,
7 LLC and CHI WONG from when the Subject Property was purchased by TKNR
8 through January, 2019. The response is simply to refer to the response to
9 Request 2, the rote objection.

10 REQUEST NO. 12:

11 Produce all documents of any description whatsoever including, but not
12 limited to, communications, contracts, agreements, instructions, payments,
13 checks, invoices etc between yourself and CHI ON WONG aka CHI KUEN
14 WONG from August, 2015 through January 31, 201.

15 RESPONSE TO REQUEST NO. 12:

16 See Response to Request No. 2. Defendant reserves the right to amend and
17 supplement the following responses as provided in NRCP 26(e).

18
19
20 G INVESTPRO INVESTMENTS I, LLC

21 Exhibit 9 INVESTPRO INVESTMENTS I, LLC - Interrogatories.

22 REQUESTS 1 through 3 inquired about INVESTPRO INVESTMENTS I,
23 LLC's connection with the INVESTPRO INVESTMENTS FOUNDATION, the
24 Flipping Fund and INVESTPRO MANAGER LLC. Requests 1 through 3 were
25 responded to with the rote objections.

26 INTERROGATORY NO. 1:

27 Describe in detail what your connection was with INVESTPRO
28 INVESTMENTS FOUNDATION from August 15, 2015 through January 31,

2019.

RESPONSE TO INTERROGATORY NO. 1:

Objection, the term "INVESTPRO INVESTMENTS FOUNDATION" is not defined and requires Defendant to speculate as to its meaning, which is improper. As such, Defendant is unable to provide a response to the request as written. To the extent that the request is clear, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd. of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v. Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

INTERROGATORY NO. 2:

Describe in detail what your connection was with Flipping Fund from August, 2015 through January 31, 2019.

RESPONSE TO INTERROGATORY NO. 2:

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd. of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v. Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

INTERROGATORY NO. 3:

Describe in detail what your connection or relationship was with INVESTPRO MANAGER LLC from August, 2015 through January 31, 2019.

RESPONSE TO INTERROGATORY NO. 3:

1 Objection, this request seeks information irrelevant to the subject matter of
2 this action and not reasonably calculated to lead to the discovery of
3 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
4 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
5 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
6 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
7 App.1962).

8
9 REQUESTS 4 and 5 seek information about the dissolution of INVESTPRO
10 INVESTMENTS I, LLC. The responses are is the rote objection. Plaintiff has a
11 cause of action for fraudulent conveyance based on TKNR selling the Subject
12 Property to WLAB in December, 2017 and then dissolving September, 2018, with
13 the intent to defraud WLAB. [Exhibit 1, ¶ 35 - 36] Requests 4 and 5 directly
14 relate to information about that.

15 INTERROGATORY NO. 4 :

16 Identify in detail the assets and the amount of assets that were distributed
17 when you dissolved.

18 RESPONSE TO INTERROGATORY NO. 4 (Erroneously labeled as
19 Interrogatory No. 3):

20 Objection, this question is overly broad and remote and, as such, is not
21 calculated to lead to the discovery of information relevant to the subject
22 matter of this action, nor to the discovery of admissible evidence. Discovery
23 is sufficiently limited and specific in its directive where compliance to its
24 terms would not be unreasonably burdensome. See Diamond State Ins. Co.
25 v. Rebel Oil Co., 157 F.R.D. 691,695 (D. Nev. 1994) (citing United States v.
26 Palmer, 536 F.2d 1278, 1282 (9th Cir. 1976). Additionally, the question
27 invades Defendant's right of privacy, is impermissibly overbroad and,
28 therefore, oppressive, burdensome, and irrelevant to the subject matter of

1 this action in that it seeks disclosure of personal and private information.
2 See Nesbit v. Dep't of Pub. Safety, 283 F. App'x 531, 533 (9th Cir. 2008)
3 (citing Seattle Times Co. v. Rhinehart, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199,
4 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for
5 restricting discovery)). Defendant's financial information is private and not
6 relevant to the subject matter of this litigation and cannot be had for the
7 mere asking. Specifically, any division of assets upon Defendant's
8 dissolution is irrelevant to the claims and allegations in this matter.

9 INTERROGATORY NO. 5 :

10 Identify in detail what assets each person or entity received when you
11 dissolved.

12 RESPONSE TO INTERROGATORY NO. 5 (Erroneously labeled as
13 Interrogatory No. 4):

14 See Response to Interrogatory No. 4.

15
16 REQUEST 6 seeks information about INVESTPRO INVESTMENTS I, LLC's
17 source of revenue from when the Subject Property was purchased by TKNR
18 through January, 2019.

19 INTERROGATORY NO. 6

20 Identify all sources of your revenue from August, 2015 through January 31,
21 2019.

22 RESPONSE TO INTERROGATORY NO. 6 (Erroneously labeled as
23 Interrogatory No. 5):

24 Objection, this question is overly broad and remote and, as such, is not
25 calculated to lead to the discovery of information relevant to the subject
26 matter of this action, nor to the discovery
27
28

1 compliance to its terms would not be unreasonably burdensome. See
2 Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691,695 (D. Nev. 1994)
3 (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th Cir. 1976).

4 Additionally, the question invades Defendant's right of privacy, is
5 impermissibly overbroad and, therefore, oppressive, burdensome, and
6 irrelevant to the subject matter of this action in that it seeks disclosure of
7 personal and private information. See Nesbit v. Dep't of Pub. Safety, 283 F.
8 App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart,
9 467U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that
10 privacy interests may be a basis for restricting discovery)). . Defendant's
11 financial information is private and not relevant to the subject matter of this
12 litigation. Moreover, the scope of the request is not reasonably limited to the
13 subject matter of this litigation as it requests any compensation or payment
14 throughout a three-year span without limitation to the profit allegedly earned
15 as a result of the allegations made in the complaint.

16
17 Request 7 seeks witnesses known to INVESTPRO INVESTMENTS I, LLC
18 and it objected, but referred to the NRCP 16.1 disclosures.

19 INTERROGATORY NO. 7 (Erroneously labeled as Interrogatory No. 6):
20 Set forth the complete name, address, and telephone number of all your
21 agents, employees, and/or subcontractors who have reviewed, read,
22 researched, and/or investigated any and all documents prepared and/or
23 maintained which in any manner relates to the facts and allegations
24 contained in the Amended Complaint filed herein.

25 RESPONSE TO INTERROGATORY NO. 7 (Erroneously labeled as
26 Interrogatory No. 6:

27 Objection, a request seeking "all facts" and "all information related to each
28 and every allegation" is facially burdensome. In re MGM Mirage Sec. Litig.,

1 No. 2:09-CV-1558-GMN, 2014 WL 6675732, at *5 (D. Nev. Nov. 25, 2014);
2 Wynn Las Vegas v. Zoggolis, No. 14-cv- 157- MMD-VCF, 2014 WL
3 2772241, at *3 (D. Nev. June 17, 2014) (Ferenbach, M.J.); Switch
4 Commc'ns Grp. v. Ballard, No. 2:11-CV-00285-KJD, 2011 WL 3957434, at
5 *8 (D. Nev. Sept. 7, 2011) (quoting Steil v. Humana Kansas City, Inc., 1197
6 F.R.D. 445, 447 (D. Kan. 2000) "Steal [SIC] states that an interrogatory may
7 reasonably ask for the material or principal facts which support a party's
8 contentions. "However, 'to require specifically 'each and every' fact and
9 application of law to fact ... would too often require a laborious,
10 time-consuming analysis," "All-encompassing interrogatories which require
11 the plaintiff to provide a detailed narrative of its entire case, including the
12 identity every witness and document that supports each described fact.
13 Courts have held that such "blockbuster" interrogatories are unduly
14 burdensome on their face. See e.g. Hilt v. SFC, Inc., 170 F.R.D. 182,
15 186-87 (D. Kan. 1997) and Grynberg v. Total S.A., 2006 WL 1186836, *6-7
16 (D. Colo. 2006)." F.T.C. v. Ivy Capital, Inc., No. 2:11-CV-00283-JCM, 2012
17 WL 1883507, at *9 (D. Nev. May 22, 2012).

18 The requested information is unduly burdensome and not likely to lead to
19 discovery of admissible evidence. Additionally, the request is overly
20 duplicative as all individuals known to have knowledge to the facts and
21 circumstances alleged in the complaint have been previously disclosed.
22 Without waiving the foregoing objections, see Defendants Initial list of
23 Witnesses and Documents pursuant to NRCP 16.1, and all supplements
24 thereto.

25
26 REQUEST 9 simply asks INVESTPRO INVESTMENTS I, LLC to identify
27 itself and it's owners. The response is the rote objection.

28 INTERROGATORY NO. 9 (Erroneously labeled as Interrogatory No. 8):

Please identify yourself, including your separate business addresses and phone numbers and the names, addresses and phone numbers of all partners, shareholders, officers, directors, or other owners and managers.

RESPONSE TO INTERROGATORY NO. 9 (Erroneously labeled as Interrogatory No. 8):

Objection, this request is oppressive and burdensome as it requests information equally available to all parties. Specifically, Defendant was a limited liability company duly licensed in the State of Nevada and all requested information is equally accessible through Nevada Secretary' privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. See Nesbit v. Dep't of Pub. Safety, 283 F. App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)). Without waiving the foregoing, Defendant is a dissolved company and therefore does not have business address, phone numbers, etc.

REQUEST 10 seeks what inquiry INVESTPRO INVESTMENTS I, LLC did before answering the interrogatory, and it objected, but answered that it had reviewed pleadings, documents and disclosures.

REQUEST 11 seeks the identity of who prepared the responses for INVESTPRO INVESTMENTS I, LLC did before answering the interrogatory, and it objected,

INTERROGATORY NO. 11 (Erroneously labeled as Interrogatory No. 10):
Identify the person or persons or entities who participated or were involved in any way with in the creation, design and publication of Exhibit 1.

1 RESPONSE TO INTERROGATORY NO. 11 (Erroneously labeled as
2 Interrogatory No. 10):

3 Objection, this request seeks information irrelevant to the subject matter of
4 this action and not reasonably calculated to lead to the discovery of
5 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
6 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
7 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
8 Super. Ct.,

9
10 REQUEST 12 seeks licenses held by INVESTPRO INVESTMENTS I, LLC.
11 The response is the rote objection.

12 INTERROGATORY NO. 12 :

13 Identify all licenses you had from August, 2015 through January 31, 2019.

14 RESPONSE TO INTERROGATORY NO. 12 : Objection, this request seeks
15 information irrelevant to the subject matter of this action and not reasonably
16 calculated to lead to the discovery of admissible evidence. See
17 Oppenheimer Fund, Inc. v. Sanders, 437 U.S. 340, 352, 98 S. Ct. 2380,
18 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd. of School Trustees v.
19 Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v. Super. Ct., 208 Cal. App.
20 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

21
22 REQUEST 13 seeks the agents, employees and/or subcontractors of
23 INVESTPRO INVESTMENTS I, LLC from when the Subject Property was
24 purchased by TKNR through January, 2019. The response is referral to the
25 response to Interrogatory 7, the referral to the NRCP 16.1 disclosures.

26 INTERROGATORY NO. 13 :

27 Set forth the complete name, address, and telephone number of all your
28

1 agents, employees, and/or subcontractors from August, 2015 through
2 January 31, 2019.

3 RESPONSE TO INTERROGATORY NO. 13 (Erroneously labeled as
4 Interrogatory No. 12):

5 See Response to Interrogatory No.7 (Erroneously labeled as Interrogatory
6 No. 6) Defendant reserves the right to amend and supplement the following
7 responses as provided in NRCP 26(e).

8
9 INTERROGATORIES ARE NOT SIGNED BY A PARTY

10
11 NRCP 33(B)(3) states Answering Each Interrogatory. Each interrogatory
12 must be set out, and, to the extent it is not objected to, be answered separately
13 and fully in writing under oath.

14 Neither interrogatory response [Exhibit 6 and Exhibit 9] was signed.

15
16
17 CONCLUSION

18
19 WLAB seeks an order waiving Defendants' objections to the subject
20 discovery and compelling Defendants to respond to the subject discovery in full
21 and forthwith. WLAB has now be stalled in it's discovery as it may want to take
22 relevant depositions, but not until Defendants have responded to the written
23 discovery requests.

24 The attitude of defense counsel regarding the meet and confer telephone
25 call, with the controlling statements about who can talk when, and refusing to
26 address the legitimate issues raised, then concluding with hanging up the phone,
27 illustrates that Defendants are playing games and intentionally delaying the case
28 and increasing WLAB's costs. WLAB should be awarded it's costs for having to

1 address this matter by motion.

2
3 /s/ Benjamin B. Childs, Sr.

4 BENJAMIN B. CHILDS, Sr.ESQ.
5 NEVADA BAR # 3946
6 Attorney for Plaintiff/Counterdefendant
7

8 CERTIFICATE OF SERVICE
9

10 This RENEWED MOTION TO COMPEL DISCOVERY AND FOR
11 IMPOSITION OF SANCTIONS, with Exhibits, was served through the Odyssey
12 File and Serve system to opposing counsel at filing. Electronic service is in lieu of
13 mailing.
14

15 /s/ Benjamin B. Childs, Sr.

16 BENJAMIN B. CHILDS, Sr.ESQ.
17 NEVADA BAR # 3946
18

19 Exhibits

20 Exhibit 1 Second Amended Complaint
21 Exhibit 2 Subject Discovery Requests [1st page to evidence date of service]
22 Exhibit 3 TKNR - Request for Production of Documents
23 Exhibit 4 CHI WONG - Request for Production of Documents
24 Exhibit 5 INVESTPRO LLC - Request for Production of Documents
25 Exhibit 6 MAN CHAU CHENG - Interrogatories
26 Exhibit 7 INVESTPRO MANAGER LLC- Second Request for Production of
27 Documents
28 Exhibit 8 INVESTPRO INVESTMENTS I, LLC - Request for Production of
Documents
Exhibit 9 INVESTPRO INVESTMENTS I, LLC - Interrogatories
Exhibit 10 Email from Helen Chen and the purchase agreement
Exhibit 11 5 pages of invoices for repair of Subject Property between August,
2015 and December, 2017
Exhibit 12 TKNR Response to First Set of Interrogatories
Exhibit 13 Flipping Fund promotional material

Declaration of Benjamin Childs in support of Motion to Compel Discovery

I am the attorney for Plaintiff WLAB INVESTMENT, LLC in Case # A-18-785917-C.

In good faith I conferred or attempted to confer with opposing in an effort to obtain it without court action.

On January 4, 2021 I emailed opposing counsel, Mike Lee, about the objections being waived for the late discovery responses which were received on December 29, 2020 and attached a copy of the discovery responses at issue. The body of the email is set forth below and the email is attached to this declaration.

Good morning,

I hope your holiday was enjoyable. Back to work now.

The responses to the following written discovery requests to your clients were late and objections have been waived. Please respond to the written discovery requests in full. For your convenience, the written discovery requests are attached.

The discovery was served on 11/26/2020.

Responses were received 12/29/2020. Despite having an extra two days due to the holiday, responses were late. 30 days after 11/26 was a holiday, and the next business day was 12/28/2020.

Thus, the objections are waived. Pursuant to NRCP 33(b)(4), the objection itself (not the response) must be served within the 30-day period or it is waived [quoted below]

4) Objections. The grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely

objection is waived unless the court, for good cause, excuses the failure. The interrogating party may move for an order under Rule 37(a) with respect to any objection to or other failure to answer an interrogatory.

TKNR - Request for Production of Documents

CHI WONG - Request for Production of Documents

INVESTPRO LLC - Request for Production of Documents

MAN CHAU CHENG - Interrogatories

INVESTPRO MANAGER LLC- Request for Production of Documents

INVESTPRO INVESTMENTS I, LLC - Request for Production of Documents and Interrogatories

I will call today to fulfill the Meet and Confer requirement. Is there a specific time that is best for you?

Please acknowledge receipt of this email.

On January 5, 2021 at 1:30 PM I attended the meet and confer telephone conference between myself and Mr. Lee regarding outstanding discovery. At the request of Mr. Lee, I tried to go through each request to try to see if there could be some agreement to resolve the discovery issues. I started with the Response to Requests for Production for Investpro LLC. We got through Request 7 before Mr. Lee hung up the phone. Before hanging up, he stated that the prior procedural rules had 3 days for mailing allowance and there is not a basis for waiving the objection, and he'll file a counter motion for protective order. After multiple inquiries as to the basis for his request for a protective order, all I could get was that the entire basis for a protective order was that questions were not

relevant regarding the investment fund.

Throughout the call Mr. Lee was belittling and insulting, asking me if “this is common with family law attorneys”, dictating when to talk, refusing to give reasons supporting the refusal to provide documentation and saying “your client should have these documents”.

I did state that I would check with our expert, Mr. Sani, about adjusting his billing rate as Mr. Lee was requesting that.

Mr. Lee then hung up the phone.

Bottom line, Mr. Lee was unwilling to discuss complying with the discovery proffered to Defendants or changing his stance about the objections.

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

| | | |
|-------------|-----------------|-----------------------|
| Executed on | January 6, 2021 | /s/ Benjamin . Childs |
| | (date) | (signature) |

Declaration of Frank Miao in support of Motion to Compel Discovery

On January 5, 2021 at 1:30 PM I attended the meet and confer conference between Mr. Childs and Mr. Lee regarding outstanding discovery. At the request of Mr. Lee, Mr. Childs tried to go through each request to try to see if there could be some agreement to resolve the discovery issues. Mr. Lee was belittling and insulting, asking Mr. Childs if "this is common with family law attorneys", dictating when to talk, refusing to get reasons supporting the refusal to provide documentation and saying "your client should have these documents".


Mr. Childs said he would check with our expert, Mr. Sani, about adjusting his billing rate.

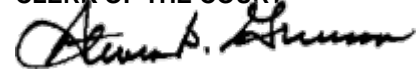
Mr. Lee then hung up the phone. The phone call lasted about 15 minutes.

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

Executed on

1/5/2021
(date)


(signature)



BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865
Fax 384-1119
ben@benchilds.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

TKNR, INC, a California Corporation, and
CHI ON WONG aka CHI KUEN WONG, an individual, and
ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN
ZHONG LIN aka KENNETH ZHONG LIN aka WHONG
K.LIN aka CHONG KENNY LIN aka ZHONG LIN, an
individual, and LIWE HELEN CHEN aka HELEN CHEN,
an individual and YAN QIU ZHANG, an individual, and
INVESTPRO LLC dba INVESTPRO REALTY,
a Nevada Limited Liability Company, and
MAN CHAU CHENG, an individual, and
JOYCE A. NICKRANDT, an individual and
INVESTPRO INVESTMENTS I LLC, a Nevada Limited
Liability Company, and INVESTPRO MANAGER LLC,
a Nevada Limited Liability Company, and
Does 1 through 15 and Roe Corporations I - XXX

Defendants/Counterclaimants

Case # A-18-785917-C
Dept # 14

Hearing : February 23, 2021

PLAINTIFF'S REPLY TO OPPOSITION TO COUNTERMOTIONS

Following the Opposition which Plaintiff filed on December 29, 2020,
additional events have occurred which preclude the Court from granting
Defendants' motion, while supporting Plaintiff's Countermotions.

Plaintiff has three motions to compel set before the Discovery
Commissioner. These are set for hearing on three separate dates as follows :

On March 2, 2021 [PLAINTIFF'S MOTION TO COMPEL DISCOVERY
AND FOR IMPOSITION OF SANCTIONS re: TKNR - Request for Production of
Documents and CHI WONG - Request for Production of Documents and
INVESTPRO LLC - Request for Production of Documents].

On March 4, 2021 [PLAINTIFF'S MOTION TO COMPEL DISCOVERY
AND FOR IMPOSITION OF SANCTIONS re: INVESTPRO MANAGER LLC-

1 Second Request for Production of Documents and INVESTPRO INVESTMENTS
2 I, LLC - Request for Production of Documents].

3 On March 11, 2021 [PLAINTIFF'S MOTION TO COMPEL DISCOVERY
4 AND FOR IMPOSITION OF SANCTIONS re: MAN CHAU CHENG - Answers to
5 Interrogatories and INVESTPRO INVESTMENTS I, LLC - Answers to
6 Interrogatories].

7 Plaintiff references those filings evidencing the outstanding discovery which
8 has required Plaintiff to seek a motion to compel compliance.

9 Plaintiff has also been thwarted in it's attempt to schedule the deposition of
10 Defendant Wong, who claims that he's not available any time but weekends and
11 he needs a Cantonese interpreter. As to availability, the exclusive weekend
12 availability was sprung on Plaintiff after Plaintiff was forced to unilaterally notice
13 Mr. Wong's deposition. No dates were provided for his availability for deposition.
14 Mr. Wong's claim to need a Cantonese interpreter is highly suspect. [Exhibit 7]
15 On April 7, 2020 he stated under oath that he had read 22 pages of responses to
16 interrogatories on behalf of TKNR and that those 39 responses were "true and
17 correct of my own knowledge" without reference to any interpreter being required.
18 [Exhibit 6, 23:7] Mr. Wong now states that he requires an interpreter to
19 understand or answer questions in English. Which raises the question of how he,
20 as TKNR's CEO, entered into the sales contracts, completed the SRPD,
21 completed and signed all the escrow documents, the dissolution documents in
22 September, 2018 [Exhibit 8], or even signed the Grant, Bargain and Sale Deed
23 and Declaration of Value Form in December, 2017. [Exhibit 9]

24 The deposition of Defendant Kenny Lin is scheduled for March 1, 2021.
25 Mr. Lin is the key person on many levels in this case.

26 /s/ Benjamin B. Childs, Sr.

27 _____
28 BENJAMIN B. CHILDS, Sr.
29 Nevada Bar # 3946
30 Attorney for Plaintiff

31 Exhibits

32 7 February 16, 2021 email

8 TKNR corporate history, dissolution 09/21/2018

9 Grant, Bargain and Sale Deed and Declaration of Value Form in
December, 2017

1 CERTIFICATE OF ELECTRONIC SERVICE

2
3 This PLAINTIFF'S REPLY TO OPPOSITION TO COUNTERMOTIONS,
4 with attachments, was served through the Odyssey File and Serve system.
5 Electronic service is in place of service by mailing.
6

7
8 /s/ Benjamin B. Childs, Sr.

9 _____
10 BENJAMIN B. CHILDS, Sr. ESQ.
11 NEVADA BAR # 3946
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EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

RE: WLAB v. Lin et al. - Depositions**mike@mblnv.com <mike@mblnv.com>**

Mon 2/15/2021 1:57 PM

To: Ben Childs <ben@benchilds.com>**Cc:** 'Michael Matthis' <matthis@mblnv.com>

Mr. Wong said that he is only available on the weekends for his deposition. Please let me know what date you are looking at and I will coordinate with him.

Please be advised that he asked for a Cantonese speaking translator.

CONFIDENTIAL. This e-mail message and the information it contains are intended to be privileged and confidential communications protected from disclosure. Any file(s) or attachment(s) transmitted with it are transmitted 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 have received this e-mail message in error, please notify the sender by e-mail at mike@mblnv.com and permanently delete this message. Personal messages express only the view of the sender and are not attributable to Michael B. Lee, P.C. **IRS Circular 230 Disclosure:** To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

From: mike@mblnv.com <mike@mblnv.com>**Sent:** Friday, February 12, 2021 3:41 PM**To:** 'Ben Childs' <ben@benchilds.com>**Cc:** 'Michael Matthis' <matthis@mblnv.com>**Subject:** RE: WLAB v. Lin et al. - Depositions

Just heard from Wong. He is not available on March 1. Please let me know the other date ranges you are looking at.

CONFIDENTIAL. This e-mail message and the information it contains are intended to be privileged and confidential communications protected from disclosure. Any file(s) or attachment(s) transmitted with it are transmitted 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 have received this e-mail message in error, please notify the sender by e-mail at mike@mblnv.com and permanently delete this message. Personal messages express only the view of the sender and are not attributable to Michael B. Lee, P.C. **IRS Circular 230 Disclosure:** To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

the received dates of things currently being processed.

The data provided is not a complete or certified record of an entity. Not all images are available online.

C3808594 TKNR, INC.

Registration Date:
Jurisdiction:
Entity Type:
Status:
Agent for Service of Process:

Entity Address:

Entity Mailing Address:

07/17/2015
CALIFORNIA
DOMESTIC STOCK
DISSOLVED
CHI ON WONG
428 CARBONIA AVE
WALNUT CA 91789
428 CARBONIA AVE
WALNUT CA 91789
428 CARBONIA AVE
WALNUT CA 91789




| Document Type | ↕ | File Date | ⌵ | PDF |
|---------------|---|------------|---|---|
| DISSOLUTION | | 09/21/2018 | |  |
| SI-NO CHANGE | | 08/31/2017 | |  |
| SI-COMPLETE | | 08/06/2015 | |  |

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

Inst #: 20171215-0002824

Fees: \$40.00

RPTT: \$1020.00 Ex #:

12/15/2017 03:14:50 PM

Receipt #: 3274868

Requestor:

NATIONAL TITLE COMPANY

Recorded By: SAO Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN: 162-01-110-017
Escrow No: 17006699-003-LM1
R.P.T.T: \$1,020.00

Recording Requested By: National Title Co.
Mail Tax Statements To: *Same as below*
When Recorded Mail To:
WLAB INVESTMENT LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY
2300 SEWANEE LN
ARCADIA, CA 91007

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged, TKNR Inc, a California corporation

does hereby Grant, Bargain, Sell and Convey to WLAB INVESTMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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

For Legal Description, See Attached Exhibit "A", attached hereto and made a part hereof.

SUBJECT TO:

1. Taxes for fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

See page 2 for signature of Grantor(s) and Notary Acknowledgment

TKNR IN, a CALIFORNIA CORPORATION
TKNR Inc, a California Corporation


By: Chi On Wong, CEO

Chi On Wong, CEO

State of _____

}
} ss

County of _____

This instrument was acknowledged before me on _____

by: _____

Signature: _____

Notary Public

ASSISTANT'S COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

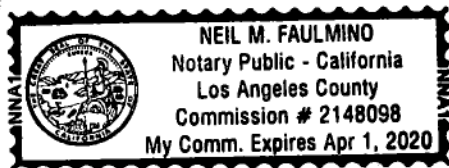
State of California

County of Los Angeles

On 12/13/17 before me, Neil M. Faulmino, notary public
Date Here Insert Name and Title of the Officer

personally appeared Chi On Wong
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Escrow No. 17006699-003-LM1

EXHIBIT "A"
Legal Description

Lot Nine (9) in Block Four (4) of JUBILEE TRACT, as shown by map thereof on file in Book 4 of Plats, Page 28, in the Office of the County recorder of Clark County, Nevada.

ASSESSOR'S COPY

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 162-01-110-017
b) _____
c) _____
d) _____

2. Type of Property:

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

**FOR RECORDERS OPTIONAL USE
ONLY**

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

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)
Transfer Tax Value
Real Property Transfer Tax Due:

\$200,000.00
\$ _____
\$200,000.00
\$1,020.00

4. If Exemption Claimed

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

5. Partial Interest: Percentage being transferred: 100 %

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

Signature _____ Capacity: Grantor

Signature _____ Capacity: Grantee

**(GRANTOR) INFORMATION
(REQUIRED)**

Print Name: TKNR Inc
Address: 428 CARBONIA AVE
WALNUT, CA 91789

**(GRANTEE) INFORMATION
(REQUIRED)**

Print Name: WLAB Investment, LLC
Address: 428 CARBONIA AVE
WALNUT, CA 91789

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

Print Name: National Title Co./Lynnette Marujo
Address: 8915 S. Pecos Road, Unit 20A, Henderson, NV 89074
City, State, ZIP Code

Escrow #: 17006699-LM1

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED