

IN THE SUPREME COURT OF THE STATE OF NEVADA

W L A B INVESTMENT GROUP,
LLC,

Appellant,

v.

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. NICKDRANDT, an individual and does 1 through 15 and roe corporation I-XXX,

Respondents.

Supreme Court Case No: 82835
District Court Case No: A785917
Nov 18 2021 09:27 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

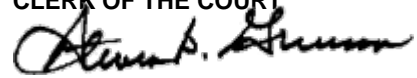
APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable Adriana Escobar, District Judge
District Court Case No. A-18-785917-C

APPELLANT'S APPENDIX VOLUME I

CHRONOLOGICAL INDEX

Document Name	Date Filed	Vol.	Page
Complaint	12/11/2018	I	0001-0008
Defendants Motion to Dismiss, Alternative Motion for more Definite Statement, Alternative Motion for Summary Judgment	01/07/2019	I	0009-0052
Opposition to Defendants Motion to Dismiss / Alternative For Summary Judgment / Alternative For A More Definite Statement and Conditional Countermotion For Continuance Based on NRCP 56(F) If The Court Treats Defendants Motion as One for Summary Judgment	01/25/2019	I	0053-0099
Reply to Defendants Motion to Dismiss	02/04/2019	I	0100-0108
Minute Order RE: Motion to Dismiss, Opposition, and Countermotion	02/07/2019	I	0109-0110
Amended Complaint	03/04/2019	I	0111-140
Answer for Defendants	03/19/2019	I	0141-0163
Defendants Motion to Enlarge Discovery (First Request) On an Order Shortening Time	10/15/2020	I	0164-0180
Plaintiffs Partial Opposition to Motion to Extend Discovery Deadlines	10/19/2019	I	0181-0193
Defendants' Offer of Judgment	11/19/2020	I	0194-0198



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.

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

A-18-785917-C

Case #
Dept #

Department 14

COMPLAINT

Comes now Plaintiff W L A B Investment, LLC [hereinafter WLAB or Plaintiff] and files this COMPLAINT and for its causes of action states as follows:

PLAINTIFF'S ALLEGATIONS OF FACT

A. IDENTITY OF DEFENDANTS

- 1 Defendant TKNR, INC, [hereinafter TKNR] was at all relevant times a
2 California Corporation doing business in Clark County, Nevada.
- 3 2. INVESTPRO LLC was at all relevant time a Nevada Limited Liability
4 Company dba INVESTPRO REALTY [hereinafter Investpro]. Investpro is
5 a real estate brokerage holding Nevada license # B.0144660.llc and a
6 property management company holding Nevada license #
7 PM.0166824.bkr, which licenses are registered to JOYCE A. NICKRANDT
8

1 [herinafter Nickrandt]. Nickrandt is a Nevada resident who, during all time
2 relevant hereto, made direct factual representations as both TKNR's agent
3 and Investpro's agent.

4 3. CHI ON WONG [hereinafter Wong] is a California resident who owns and
5 controls TKNR, INC and is the alter ego of TKNR. TKNR was and is
6 influenced and governed by Wong. There must be such a unity of interest
7 and ownership between Wong and TKNR that one is inseparable from the
8 other. Adherence to the fiction of separate entity between Wong and
9 TKNR would sanction a fraud or promote injustice.

10 4. KENNY ZHONG LIN [hereinafter Lin] is a Nevada resident who, during all
11 time relevant hereto, made direct factual representations as both TKNR's
12 agent and Investpro's Chief Executive Officer and agent.

13 5. The true names of Defendants DOES 1 through 5 and ROE
14 CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time.
15 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP
16 10 (a). Plaintiffs are informed and believe, and based on that information
17 and belief allege, that each of the Defendants designated as a DOE or
18 ROE is legally responsible for the events and happenings referred to in this
19 complaint, and unlawfully caused the injuries and damages to Plaintiff
20 alleged in this complaint, or who have an interest in the subject property
21 as set forth below. When their true names and capacities of Doe or Roe
22 Defendants are ascertained Plaintiff, if appropriate, will amend his
23 Complaint accordingly to insert the correct name and capacity herein.

24 6. This Court has jurisdiction and authority to issue judgment in this matter
25 per NRS 13.010.

26
27
28 ///

1 B. TRANSACTIONS RESULTING IN THIS LAWSUIT

2
3 7. That on or about December 15, 2017 TKNR sold Plaintiff a parcel of real
4 property with a residential triplex on it, specifically the real property located
5 at 2132 Houston Dr Las Vegas, NV, referred to herein as the Subject
6 Property. The Subject Property is a residential rental income property.

7 8. Investpro was at all relevant times the property manager of TKNR for the
8 Subject Property.

9 9. Prior to the sale, Investpro did an extensive renovation of the Subject
10 Property for TKNR, as both a property manager and as agent for TKNR,
11 and was also the real estate broker in the sale, representing both the buyer
12 [WLAB] and the seller [TKNR]. In fact, the Seller's Real Property
13 Disclosure Form was both prepared and initialed by Lin.

14 10. TKNR failed to disclose one or more known condition(s) that materially
15 affects the value or use of the Subject Property in an adverse manner, as
16 required by NRS Chapter 113, in a particular NRS 113.130. TKNR and it's
17 agent Investpro marketed and listed for sale.

18 a. TKNR and it's agent Investpro affirmatively stated in a Real Property
19 Disclosure Form dated August 2, 2017 that there were "no
20 conditions or aspects of the property which materially affect it's value
21 or use in an adverse manner", that there were no "previous or
22 current moisture conditions and/or water damage, there were no
23 problems or defects with the electrical system, there were no
24 structural defects, and there was no fungi or mold on the Subject
25 Property.

26 b. In fact, there was no permit and no inspection by the City of Las
27 Vegas for extensive renovation work which TKNR, through it's
28 property manager and agent Investpro, had performed. The

1 electrical system load for Apartment A was increased due to the
2 installation of two air conditioning units and required 100 amp
3 service, but the electrical service was not upgraded to 100 amp
4 service from the existing 50 amp service. Failure to upgrade the
5 electrical service caused the fuses to be blown out multiple times
6 during the summer of 2018. The tenant in Apartment A could not
7 use air conditioning in the summer of 2018, causing Apartment A to
8 be uninhabitable until the electrical system was upgraded.

9 c. The high moisture exhaust vapor from washer/dryer combination
10 units of Apartment B and Apartment C of the Subject Property were
11 illegally vented into the attics instead of to the outside of the building.
12 Thus, the insulation in the ceiling of the Subject Property is
13 destroyed based on moisture, and the roof plywood of the Subject
14 Property is damaged based on moisture, the electrical system in the
15 attic is damaged based on moisture, and the ceiling is damages
16 based on moisture, and there is fungus and mold in the attic that was
17 caused by the moisture.

18 d. The air conditioning units were expressly represented by TKNR and
19 it's agent Investpro to have been installed by a licensed contractor.
20 However, these air conditioning units were not installed in
21 compliance with the building code, including that the electrical
22 system was not adequate to run the air conditioning units that were
23 installed. There was no permit and no inspection by the City of Las
24 Vegas building and safety department.

25 11. Plaintiff discovered the multiple defects after closing on the property on
26 December 15, 2017.

27 12. Due to the failure of TKNR and Wong, and Lin and Investpro and Nickrandt
28 to disclose the defects set forth above prior to the sale to Plaintiff, Plaintiff

1 has been damaged in an amount in excess of Fifteen Thousand Dollars
2 (\$15,000.00), which amount will be set forth and proven at the time of
3 trial.

4 13. It has been necessary for Plaintiff to retain the services of an attorney and
5 to incur other court costs to prosecute this action. Defendants should be
6 required to pay attorneys' fees and costs incurred by Plaintiff in this action.
7

8 FIRST CAUSE OF ACTION - RECOVERY UNDER NRS CHAPTER 113
9 [Defendants TKNR and Wong]
10

11 14. Plaintiff realleges and incorporates herein all of the allegations previously
12 made in all previous paragraphs as though fully set forth herein.

13 15. Plaintiff is entitled to recover from TKNR and Wong treble the amount
14 necessary to repair or replace the defective part of the property, together
15 with court costs and reasonable attorney's fees.
16

17 SECOND CAUSE OF ACTION - CONSTRUCTIVE FRAUD
18 [Defendants Investpro and Nickrandt]
19

20 16. Plaintiff realleges and incorporates herein all of the allegations previously
21 made in all previous paragraphs as though fully set forth herein.

22 17. WLAB was in a fiduciary or confidential relationship with Investpro and
23 Nickrandt for the purchase of the Subject Property.

24 18. Investpro and Nickrandt's representations set forth above were deceptive
25 or violated the confidence placed in them by WLAB.

26 19. WLAB reasonably relied on Investpro and Nickrandt's deceptive
27 representations set forth above or the expected disclosures from Investpro
28 and Nickrandt which they did not provide.

1 20. Due to the constructive fraud of Investpro and Nickrandt set forth above
2 prior to the sale to Plaintiff, Plaintiff has been damaged in an amount in
3 excess of Fifteen Thousand Dollars (\$15,000.00), which amount will be
4 set forth and proven at the time of trial.

5 21. It has been necessary for Plaintiff to retain the services of an attorney and
6 to incur other court costs to prosecute this action. Defendants should be
7 required to pay attorneys' fees and costs incurred by Plaintiff in this action.
8

9 THIRD CAUSE OF ACTION - COMMON LAW FRAUD

10 [Defendants Investpro and Nickrandt and Lin]
11

12 22. Plaintiff realleges and incorporates herein all of the allegations previously
13 made in all previous paragraphs as though fully set forth herein.

14 23. Defendants Investpro and Nickrandt and Lin made misrepresentations of
15 material fact regarding the Subject Property, as set forth above.

16 24. Defendants Investpro and Nickrandt and Lin had knowledge of the
17 misrepresentations of material fact regarding the Subject Property to
18 WLAB, as set forth above.

19 25. Defendants Investpro and Nickrandt and Lin intended to defraud WLAB.

20 26. WLAB reasonably relied on the misrepresentations of material fact
21 regarding the Subject Property made by Defendants Investpro and
22 Nickrandt and Lin.

23 27. Due to the the misrepresentations of material fact regarding the Subject
24 Property made by Defendants Investpro and Nickrandt and Lin set forth
25 above prior to the sale to Plaintiff, Plaintiff has been damaged in an
26 amount in excess of Fifteen Thousand Dollars (\$15,000.00), which
27 amount will be set forth and proven at the time of trial.

28 28. It has been necessary for Plaintiff to retain the services of an attorney and

1 to incur other court costs to prosecute this action. Defendants Investpro
2 and Nickrandt and Lin should be required to pay attorneys' fees and costs
3 incurred by Plaintiff in this action.
4

5 FOURTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

6 [All Defendants]
7

8 29. Plaintiff realleges and incorporates herein all of the allegations previously
9 made in all previous paragraphs as though fully set forth herein.

10 30. Defendant TKNR, through it's agents Investpro and Nickrandt and Lin
11 made misrepresentations of material fact regarding the Subject Property,
12 as set forth above.

13 31. Defendants Investpro and Nickrandt and Lin made misrepresentations of
14 material fact regarding the Subject Property, as set forth above.

15 32. Defendant Wong is the alter ego of TKNR.

16 31. Defendants' actions constitute Fraudulent Inducement because :

17 (1) A false representation was made to WLAB as set forth above;

18 (2) Defendants Investpro and Nickrandt and Lin had knowledge or belief
19 that, as set forth above, the representations were false or they had
20 knowledge that they had insufficient basis for making the representation;

21 (3) Defendants TKNR and it's agents, intended to induce WLAB to
22 complete the purchase of the Subject Property;

23 (4) WLAB justifiably relied upon the misrepresentation of TKNR and it's
24 agents; and

25 (5) WLAB suffered damages resulting from such reliance.

26 32. WLAB has been damaged as a result of Shawn's fraudulent inducement.

27 33. Due to the the misrepresentations of material fact regarding the Subject
28 Property made by Defendants set forth above prior to the sale to Plaintiff,

1 Plaintiff has been damaged in an amount in excess of Fifteen Thousand
2 Dollars (\$15,000.00), which amount will be set forth and proven at the
3 time of trial.

4 34. It has been necessary for Plaintiff to retain the services of an attorney and
5 to incur other court costs to prosecute this action. Defendants should be
6 required to pay attorneys' fees and costs incurred by Plaintiff in this action.
7

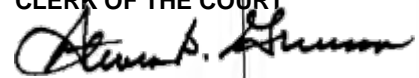
8 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and
9 severally, as follows:
10

- 11 1. For treble the amount necessary to repair or replace the defective part of
12 the property, which amount is in excess of Fifteen Thousand Dollars
13 (\$15,000), plus prejudgment interest from the date of service of the
14 summons and complaint;
- 15 2. For compensatory damages in an amount in excess of \$ 15,000.00 based
16 on WLAB's proof at trial; and
- 17 3. For exemplary and/or punitive damages in the amount of three times the
18 compensatory damages awarded; and
- 19 2. For costs and disbursements of suit;
- 20 3. For reasonable attorneys' fees;
- 21 4. For such other and further relief as the Court may deem just and proper.
22
23

24 /s/ Benjamin B. Childs

25

BENJAMIN B. CHILDS, ESQ.
26 Nevada Bar No. 3946
Attorney for Plaintiff
27
28



Burdick Law PLLC
Nikita R. Burdick Esq.
Nevada Bar No. 13384
Kristin L. Gifford, Esq.
Nevada Bar No. 12749
8360 W. Sahara Ave. Suite 250
Las Vegas, Nevada 89117
Telephone: (702) 481-9207
nburdick@burdicklawnv.com
kgifford@burdicklawnv.com
Attorneys for Defendants

**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 Corporation I - X,

Defendants.

Case No.: A-18-785917-C

Dept. No.: 14

**DEFENDANTS' MOTION TO DISMISS
OR IN THE ALTERNATIVE FOR
SUMMARY JUDGMENT OR IN THE
ALTERNATIVE FOR A MORE
DEFINITE STATEMENT**

COME NOW Defendants, TKNR INC., a California Corporation ("TKNR"); CHI ON WONG ("WONG"), an individual; KENNY ZHONG LIN ("LIN"), an individual; INVESTPRO LLC, a Nevada Limited Liability Company ("INVESTPRO"), and JOYCE A. NICKRANDT ("NICKRANDT"), an individual (hereinafter collectively referred to as the "Defendants"), by and through their attorney of record, Nikita R. Burdick, Esq., of BURDICK LAW PLLC, and hereby file this Motion to Dismiss or in the Alternative for Summary Judgment or in the

1 Alternative for a More Definite Statement, the ("Motion").

2
3 DATED this 7th day of January, 2019

4 BURDICK LAW PLLC

5
6 By /s/ Nikita R. Burdick
7 Nikita R. Burdick, Esq.
8 Nevada Bar No. 13384
9 Kristin L. Gifford, Esq.
10 Nevada Bar No. 12749
8360 W. Sahara Ave Suite 250
Las Vegas, Nevada 89117
Attorneys for Defendants

11
12 **NOTICE OF MOTION**

13 PLEASE TAKE NOTICE that Defendants will bring the foregoing **DEFENDANTS'**
14 **MOTION TO DISMISS OR IN THE ALTERNATIVE FOR SUMMARY JUDGMENT**
15 **OR IN THE ALTERNATIVE FOR A MORE DEFINITE STATEMENT** for hearing before
16 the Eighth Judicial District Court, located at _____, on the 07 day of February, 2019,
17 at the hour of 9 30 o'clock A.m.
18
19

20 DATED this 7th day of January, 2019

21 BURDICK LAW PLLC

22
23 By /s/ Nikita R. Burdick
24 Nikita R. Burdick, Esq.
25 Nevada Bar No. 13384
26 Kristin L. Gifford, Esq.
27 Nevada Bar No. 12749
8360 W. Sahara Ave Suite 250
Las Vegas, Nevada 89117
Attorneys for Defendants
28

I. INTRODUCTION

Plaintiff's Complaint alleges an array of facts involving the purchase of Real Property almost a year ago in or around December of 2017, commonly known as 2132 Houston Drive Las Vegas, Nevada 89104 (the "Property"). Plaintiff claims that "TKNR failed to disclose one or more condition(s) that materially affect the value or use of the Subject Property." *See* Compl. at ¶ 10. Plaintiff further alleges various fraudulent claims against all Defendants for alleged false representations made regarding the condition of the Property.

Next, Defendants Investpro, Nickrandt and Lin (the “Property Manager/ Broker Defendants”) served as the Property Manager and Broker for TKNR for the sale of the Property to the Plaintiff. The entirety of the fraudulent claims are *seemingly* based upon the Seller Disclosures, to which the Property Manager/ Broker Defendants cannot be held liable for any false representations, if any, made in the Seller Disclosures.

1 **Next**, none of Plaintiff's fraudulent claims have any merit and lack the specificity and
2 particularity required under both NRC 12(b) and 9(b). Finally, the Plaintiff does not specify
3 what "fraudulent representations" were made. As such, the claims against the Defendants lack
4 merit and are just mere legal conclusions stated in the form of vague factual assertions, without
5 any plausible details as to the validity of the assertions. As such, the Complaint fails to state any
6 cause of action against the Defendants and should, therefore, be dismissed with prejudice.
7

8 **Finally**, if this Court allows the claims to go forward, it should dismiss Defendants
9 Nickrandt, Lin and Wong (the "Individual Defendants") as a matter of law where they were
10 acting as agents of their respective business entities.

11 For these reasons, and as further presented in this Motion, the Complaint leaves many
12 unascertainable details to speculation and imagination, rendering it, and each of the four causes
13 of action alleged, vague, ambiguous and uncertain. Accordingly, this Motion should be granted,
14 without leave to Amend, as Plaintiffs cannot establish a reasonable possibility that the defects
15 can be cured by an amendment. In the alternative, Plaintiffs should be required to make a more
16 definite statement as to their claims against the Defendants as required by the Rules of Civil
17 Procedure. Finally, and in the alternative, this court should enter Summary Judgment in favor of
18 the Defendants.
19

20 **B. Statement of Facts and Procedure**

21 The following facts are alleged in the Complaint. Plaintiff alleges that TKNR sold the
22 Property to the Plaintiff on December 15, 2017, which is being used as a residential rental income
23 property. *See* Compl. at ¶ 7. Plaintiff also asserts that Investpro did "extensive renovations" of
24 the Property at the direction of TKNR as its Property Manager and Agent. *See* Compl. at ¶ 9.
25 Plaintiff's Complaint focuses on the failure to disclose one or more conditions on the *seller*
26 *disclosures* and specifically, that the Defendants fraudulently misrepresented that:
27
28

1 “there were no previous or current moisture conditions and/or water
2 damage, there were no problems or defects with the electrical system,
3 there were no structural defects, and there was no fungi or mold on the
Subject Property.” See Compl. at ¶ 10.a.

4 Plaintiff claims that this disclosure was fraudulent because of the following reasons.
5 First, that the electrical service was not properly upgraded, which caused the fuses of the newly
6 installed HVAC systems to be blown out multiple times in the summer of 2018. See Compl. at
7 ¶ 10.b. Furthermore, that the high moisture exhaust vapor from the washer/dryer combination in
8 two of the units caused damages due to the moisture. *Id.* At ¶ 10.c. Finally, that TKNR and
9 Investpro did not have a licensed contractor install the air conditioning units and that permits
10 were not obtained. *Id.* at ¶ 10.d.

11 Based on these allegations, Plaintiff seeks to recover from Defendants on four separate
12 causes of action: (1) Recovery Under NRS Chapter 113 [Defendants TKNR and Wong]; (2)
13 Constructive Fraud [Defendants Investpro and Nickrandt]; (3) Common Law Fraud [Defendant
14 Investpro, Nickrandt and Lin]; and (4) Fraudulent Inducement [All Defendants]. Plaintiff alleges
15 a loss in excess of \$10,000 based on these claims.
16

17 **II. LEGAL STANDARD.**

18 The legal standards are provided for the following: (A) Dismissal; (B) Heightened
19 Scrutiny for Fraud Claims; (C) More Definite Statement; and (D) Summary Judgment. Legal
20 discussion is then provided in Section III.

21 **A. DISMISSAL STANDARD**

22 A party may move to dismiss a claim when it fails to state a claim upon which relief can
23 be granted. NEV. R. CIV. PRO. 12(b)(5). Courts should dismiss claims for insufficiency, for
24 failure to state a cause of action, when it appears to a certainty that plaintiff is not entitled to relief
25 under any set of facts that could be proved in support of the claim. *Zalk-Josephs Co. v. Wells*
26 *Cargo, Inc.*, 81 Nev. 163, 169, 400 P.2d 621, 624 (1965). Further, courts should dismiss a
27
28

1 complaint for failure to state a claim if it appears beyond a doubt that the plaintiff cannot prove
2 any facts, which, if accepted by the trier-of-fact, would entitle him or her to relief. *Simpson v.*
3 *Mars Inc.*, 113 Nev. 188, 190, 929 P.2d 966, 967 (1997) (citing *Vacation Village v. Hitachi*
4 *America*, 110 Nev. 481, 484, 874 P.2d 744, 746 (1994)).

5
6 Dismissal is proper where the allegations in the complaint, “taken at ‘face value’, . . .
7 [and] construed favorably in the [plaintiff’s] behalf” fail to state a cognizable claim for relief.
8 *Morris v. Bank of America Nevada*, 110 Nev. 1274, 886 P.2d 454, 456 (1994). While a court
9 will presume the truth of factual allegations, it will not “necessarily assume the truth of legal
10 conclusions merely because they are cast in the form of factual allegations in [the] complaint.”
11 *McMillian v. Dept. of Interior*, 907 F.Supp. 322, 327 (D. Nev. 1995). In this vein, the court is
12 not required to “accept as true allegations that contradict matters properly subject to judicial
13 notice or by exhibit.” *Foster Poultry Farms, Inc. v. Suntrust Bank*, 355 F.Supp.2d 1145, 1148
14 (E.D. Cal. 2004).

15 Additionally, when a plaintiff’s complaint extensively references a document, it is
16 deemed to be “incorporated by reference” and thus properly considered on a motion to dismiss.
17 *Van Buskirk v. Cable News Network, Inc.*, 284 F.3d 977, 980 (9th Cir. 2002). “Under the
18 ‘incorporation by reference’ rule . . . , a court may look beyond the pleadings without converting
19 to the Rule 12(b)(6) motion into one for summary judgment.” *Id.*; see also *Parks School of*
20 *Business, Inc. v. Symington*, 51 F.3d 1480, 1484 (9th Cir. 1995) (“When a plaintiff has attached
21 various exhibits to the complaint, those exhibits may be considered in determining whether
22 dismissal was proper without converting the motion to one for summary judgment.”) (citation
23 omitted); *Branch v. Tunnell*, 14 F.3d 449, 453 (9th Cir. 1994) (“a document is not ‘outside’ the
24 complaint if the complaint specifically refers to the document and if its authenticity is not
25 questioned.”).

26
27 ///

28 ///

1 As general rule, the court may not consider any material beyond the pleadings in ruling
2 on a Rule 12(b) motion to dismiss. *Morris v. Green Tea Servicing, LLC*, 2015 WL 4113212 at
3 *3 (D. Nev. 2015). However, material referenced within and identified as a part of the complaint
4 may be considered on a motion to dismiss. *See Id.*; *Hal Roach Studios, Inc. v. Richard Feiner &*
5 *Co.*, 896 F.2d 1542, 1555 n.19 (9th Cir. 1990). Consequently, documents whose contents alleged
6 in a complaint and whose authenticity no party questions, but are not physically attached to the
7 pleading, may be considered in ruling on a Rule 12(b) motion to dismiss without converting the
8 motion to dismiss into one for summary judgment. *Branch v. Tunnel*, 14 F.3d 449, 454 (9th Cir.
9 1994); *Morris*, at *3.

10
11 **B. HEIGHTENED STANDARD FOR FRAUD CLAIMS**

12 For claims involving fraud, the circumstances constituting the alleged fraud must be
13 stated with particularity. NEV. R. CIV. PRO. 9(b). In order to support a fraud claim, a complaint
14 must contain factual allegations consisting of all of the following elements: (1) a false
15 representation of a material fact; (2) the representation was made with the knowledge of the
16 representation's falsity or without sufficient knowledge to warrant the representation; (3) the
17 false representation was made with the intent to induce reliance; (4) the plaintiff actually relied
18 on the false representation; and (5) the plaintiff suffered damages as a result of such reliance.
19 *Bulbman Inc. v. Nevada Bell*, 108 Nev. 105, 110-11, 825 P.2d 558, 592; *Lubbe v. Barba*, 91 Nev.
20 596, 599, 540 P.2d 115, 117 (1975). Additionally, "the mere failure to fulfill a promise or
21 perform in the futures, however, will not give rise to a fraud claim absent evidence that the
22 promisor had no intention to perform at the time the promise was made." *Bulbman, Inc.*, 108
23 Nev. at 110-11.

24
25 The circumstances that must be detailed include averments to time, place, identity of
26 parties involved, and the nature of the fraud in order to satisfy NRCP 9(b)'s heightened pleading
27 standards. *Davenport v. Homecomings Financial, LLC*, 2014 WL 1318964 *1, *2 (Nev. Mar.
28

31, 2014). Plaintiff may not plead alleged deceptions and lump together all defendants and declare they defrauded him; these conclusory averments do not satisfy the requirements of Nevada Rule of Civil Procedure 9(b). *Id.* at *3; *See Swartz v. KPMG LLP*, 476 F.3d 756, 764–65 (9th Cir.2007) (discussing the federal counterpart to NRCP 9(b) and stating that “Rule 9(b) does not allow a complaint to merely lump multiple defendants together but ‘require[s] plaintiffs to differentiate their allegations when suing more than one defendant ... and inform each defendant separately of the allegations surrounding his alleged participation in the fraud’ ” (alterations in original) (quoting *Haskin v. R.J. Reynolds Tobacco Co.*, 995 F.Supp. 1437, 1439 (M.D.Fla.1998))).

C. MORE DEFINITE STATEMENT

Under Nevada Rule of Civil Procedure 12(e), a party may move for a more definite statement if:

a pleading to which a responsive pleading is permitted is so vague or ambiguous that a party cannot reasonably be required to frame a responsive pleading, the party may move for a more definite statement before interposing a responsive pleading. The motion shall point out the defects complained of and the details desired. If the motion is granted and the order of the court is not obeyed within 10 days after notice of the order or within such other time as the court may fix, the court may strike the pleading to which the motion was directed or make such order as it deems just.

D. SUMMARY JUDGMENT

Summary judgment is appropriate when the pleadings, depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly before the Court demonstrate that no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law. *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713, 57 P.3d 82, 87 (2002). Substantive law controls whether factual disputes are material and will preclude summary judgment; other factual disputes are irrelevant. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). A genuine issue of material fact is one where the

1 evidence is such that a reasonable jury could return a verdict for the non-moving party. *Valley*
2 *Bank v. Marble*, 105 Nev. 366, 367, 775 P.2d 1278, 1282 (1989). Additionally, this Court can
3 reference documents expressly referenced in the Complaint and deem it incorporated by
4 reference. *Van Buskirk*, 284 F.3d 977, 980. The Plaintiff references the sale of the Property and
5 the Seller Disclosures. As such, this Court can incorporate these documents by reference and by
6 doing so it clear that there are no genuine issues of material fact. Thus, the Court should enter
7 summary judgment in favor of the Defendants.
8

9 **III. LEGAL DISCUSSION.**

10 **A. First Cause of Action for Recovery Under NRS Chapter 113 Against TKNR** 11 **and WONG Should be Dismissed Or in the Alternative Summarily Adjudged** 12 **in favor of the Defendants.**

13 Plaintiff generally alleges that Defendants TKNR and WONG violated the entire statute
14 of NRS Chapter 113 and is therefore entitled to treble the amount of damages that is necessary
15 to replace any defective parts at the Property. NRS Chapter 113 generally covers the disclosures
16 and requirements as it relates to the Sale of Real Property. The Plaintiff has not alleged which
17 portion of this Chapter that Defendants TKNR and WONG have violated. However, it appears
18 that the Plaintiff is claiming that Defendants TKNR and WONG's liability stems from the Seller
19 Disclosures and specifically that they failed to disclose one or more conditions of the Property
20 that materially affect the value of the Property.
21

22 NRS 113.130 identifies the requirement that a Seller complete certain disclosures at least
23 ten (10) days before the residential property is to be conveyed to the purchaser, providing as
24 follows:

25 1. Except as otherwise provided in subsection 2:

26 (a) At least 10 days before residential property is conveyed to a
27 purchaser:

28 (1) The Seller shall complete a disclosure form regarding
the residential property; and

1 (2) The Seller or the Seller's agent shall serve the purchaser
2 or the purchaser's agent with the completed disclosure
3 form.

4 Here, TKNR submitted its Seller Disclosures timely indicating all **known** conditions of the
5 Subject Property. See Seller Disclosures attached as **Exhibit 1**. In fact, TKNR disclosed that
6 "3 units has brand new AC installed within 3 months," and further that the "owner **never resided**
7 in the property and never **visited** the property." See Seller's Disclosure at **Exhibit 1** (emphasis
8 added). The Plaintiff was also aware that the **minor renovations**, such as painting, was
9 conducted by the Seller's "handyman" as disclosed in the Seller's Disclosures. Despite these
10 disclosures, Plaintiff **chose** not to inspect the Subject Property, request additional information
11 and/or conduct any reasonable inquires.

12 Notably, NRS 113.140 clearly provides that the Seller Disclosures does not constitute a
13 warranty of the Subject Property and that the Buyer still has a duty to exercise reasonable care to
14 protect himself. Furthermore, NRS 113.140 provides that the Seller **does not** have to disclose
15 any defect that he is unaware of. Specifically NRS 113.140 states:

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

19 1. NRS 113.130 **does not require** a seller to disclose a defect in
20 residential property of which the **seller is not aware**.

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

24 3. Neither this chapter nor Chapter 645 of NRS relieves a buyer or
25 prospective buyer of the **duty to exercise reasonable care to**
26 **protect himself or herself**.

27 (emphasis added). The Buyer did not exercise reasonable care in protecting himself by
28 conducting an inspection of the Subject Property or the newly installed HVAC systems even
though the Purchase Agreement allowed him to and the Property manager/Broker Defendants

1 urged him to do so. The Purchase Agreement specifically identifies that the Property Inspection
2 period includes:

3
4 During such period, Buyer shall have the right to conduct, non-invasive/ non-
5 destructive inspections of all structural, roofing, mechanical, mechanical,
6 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.

7 See Purchase Agreement, **Exhibit 2** at Section 7.A. The Plaintiff waived this right and purchased
8 the Property "as is" without conducting any reasonable inspections. See Waiver of Inspection
9 attached as **Exhibit 3**. Furthermore, it has been over a year since the Subject Property was
10 purchased and the HVAC systems at question installed and the Plaintiff is just now making
11 inquiries. The buyer's lack of *any* due diligence in investigating and inspecting the Property
12 does not thereby create a statutory warranty of the Property upon TKNR and WONG. In
13 summation, it is undisputed and clear that Plaintiff waived his rights to an inspection of the
14 Property; failed to conduct *any* inspections; was in receipt of timely Seller Disclosures, which
15 reported the HVAC installations and minor renovations; and that the Plaintiff chose to buy the
16 Property "as is." As such, this Court should dismiss the First Claim for Relief for Recovery
17 under NRS Chapter 113 and/or enter summary judgment in favor of Defendants TKNR and
18 WONG.
19
20
21

22 Additionally, this Court can reference documents expressly referenced in the Complaint
23 and deem it incorporated by reference. *Van Buskirk*, 284 F.3d 977, 980. The Plaintiff references
24 the sale of the Property and the Seller Disclosures. As such, this Court can incorporate these
25 documents by reference and by doing so it clear that there are no genuine issues of material fact.
26 Thus, the Court should enter summary judgment in favor of TKNR and WONG for the first
27 claim.
28

1 **B. Plaintiff's Fraudulent Claims Do Not Satisfy the Heightened Scrutiny of NRCP**
2 **9(b) Or in the Alternative Should be Summarily Adjudged in favor of the**
3 **Defendants.**

4 Each of the following elements of any fraud claim must be factually and specifically
5 plead: (1) a false representation of a material fact; (2) the representation was made with the
6 knowledge of the representation's falsity or without sufficient knowledge to warrant the
7 representation; (3) the false representation was made with the intent to induce reliance; (4) the
8 plaintiff actually relied on the false representation; and (5) the plaintiff suffered damages as a
9 result of such reliance. *Bulbman Inc. v. Nevada Bell*, 108 Nev. 105, 110-11, 825 P.2d 558, 592;
10 *Lubbe v. Barba*, 91 Nev. 596, 599, 540 P.2d 115, 117 (1975). Plaintiff's Constructive Fraud,
11 Common Fraud and Fraudulent Inducement claims fail to meet the heightened scrutiny required
12 under Rule 9(b), because it fails to plead with particularity, and lacks the necessary specifics, as
13 to all of the aforementioned elements.

14 The Second through the Fourth Causes of Action do not contain specific representations
15 that the Plaintiff claims were a "false representation" relating to the claim and the specific
16 Defendants who made the averment identified. However, it appears that the Plaintiff is alleging
17 that the Seller Disclosures did not disclose one or more conditions relating to the HVAC system,
18 the electrical system and the washer/dryer combination. First, these allegations fail to
19 specifically state **what** false representations were made regarding these systems and **which**
20 Defendant made the false representations. Rather, the Plaintiff lumps all Defendants together
21 claiming that all Defendants made false representations on the Seller Disclosures to try and
22 broadly assert a claim for fraud. As noted in the *Davenport* decision, Plaintiff is required to
23 differentiate its allegations when suing multiple defendants. Furthermore, the Fraud Claims
24 should be dismissed and/or summarily adjudged in favor of the Defendants for the following
25 reasons.

26 ///

27 ///

1 1. The Property Manager/Broker Defendants Do Not Owe Any Duties
2 to Verify the Seller Disclosures.

3 The Plaintiff fails to specifically and particularly identify any statements that the Property
4 Manager/Broker Defendants made that were false representations warranting fraud claims.
5 However, it appears that the Plaintiff is claiming that the failure to disclose conditions of the
6 Property on the Seller Disclosures is the “false representation” made by all Defendants. Even if
7 this was enough to satisfy the heightened pleading standards of NRCP 9(b); these claims fail as
8 a matter of law for two reasons: (1) a licensee does not have a statutory duty to conduct an
9 inspection of the condition of the Property; and (2) a licensee cannot be held liable for
10 misrepresentations, if any, made in the Seller Disclosures.

11 The main source of a broker and property manager’s duties can be found in statutory law
12 under NRS Chapter 645. A Licensee is no longer bound by common law duties, but rather their
13 duties are limited to *statutory duties* identified in NRS Chapter 645. See NRS 645.251. As such,
14 Investpro and Nickrandt do not have a “fiduciary relationship” with the Plaintiff as alleged in the
15 Complaint as a matter of law. See Compl. at ¶ 17. Rather, the Property Manager/ Broker
16 Defendants only owed statutory duties to the Plaintiff.

17 Although, NRS 645.252 (a) provides that the licensee shall disclose “any material and
18 relevant facts, data or information which the *licensee knows*, or which by the exercise of
19 reasonable care and diligence should have known, relating to the property ...” such duty does
20 not require the licensee to conduct an investigation of the property:
21

22 4. Unless otherwise agreed upon in writing, owes **no duty** to:

23 (a) independently verify the accuracy of a statement made by an
24 inspector certified pursuant to Chapter 645D of NRS or another
25 appropriate licensed or certified expert.

26 (b) Conduct an independent inspection of the financial condition
27 of a party to the real estate transaction.

28 (c) *Conduct an investigation of the condition of the property
which is the subject of the real estate transaction.*

1 See NRS 645.252(4)(a)-(c) (emphasis added). The statute is clear and unambiguous that the
2 Property Manager/ Broker Defendants do not have a fiduciary duty and/or statutory duty to
3 conduct an inspection of the Property to verify the Seller Disclosures.
4

5 Furthermore, NRS 645.259 explicitly provides that the Property Manager/ Broker
6 Defendants cannot be liable for false misrepresentations, if any, made in the Seller Disclosures,
7 providing as follows:

8 **NRS 645.259 Liability of licensee for misrepresentation made**
9 **by client;** failure of seller to make required disclosures is public
record. A licensee may *not be held liable for*:

10 1. A misrepresentation made by his or her client unless the
11 licensee:

12 (a) Knew the client made the misrepresentation; and

13 (b) Failed to inform the person to whom the client
14 made the misrepresentation that the statement was false.

15 Here, the Seller made all the appropriate and known disclosures. However, even if this Court
16 were to assume that the Seller Disclosures contained misrepresentations, the Property Manager/
17 Broker Defendants cannot be held liable for these misrepresentations. As such, there is no viable
18 claim against the Property Manager/ Broker Defendants for fraud as a matter of law even if this
19 Court were to assume all the facts in the Complaint, as alleged, are true. Especially considering
20 that all the alleged "false representations" are not affirmative statements, but rather, the lack of
21 certain alleged disclosures regarding the condition of the Property. It is clear that the Plaintiff is
22 not entitled to relief under any set of facts that could be proved in support of the claim. *Zalk-*
23 *Josephs Co. v. Wells Cargo, Inc.*, 81 Nev. 163, 169, 400 P.2d 621, 624 (1965) where there can
24 be no liability as provided in NRS Chapter 645.
25

26 / / /

27 / / /

1
2 2. Fraud Claims Against Defendants Nickrandt and Lin.

3
4 The Complaint fails to state with particularity any statements made directly by Lin and
5 Nickrandt individually. *See* Compl. at ¶ 10(a) – (d). All allegations in this Section refer to TKNR
6 Inc. and its agent Investpro and not Lin and Nickrandt individually. In fact, the only allegation
7 referring to Lin individually claims that he helped prepare the Seller Disclosures and initialed the
8 same. *See* Compl. at ¶ 9. However, it is well within the scope of the Broker’s duties to prepare
9 the documents related to the transaction. Furthermore, the only place that Lin initialed the Seller
10 Disclosures is under the Agent’s Acknowledgement. *See* Seller Disclosures attached as **Exhibit**
11 **1**. Even if Nickrandt and Lin helped to prepare the documents, this alone does not charge them
12 with liability for misrepresentations made, if any, on the Seller Disclosures. *See* NRS 645.259.
13 Also notable is that the Complaint is devoid as to any allegations of any specific “false
14 representations” made by Defendant Nickrandt individually.

15
16 3. Fraud Claims Against Defendants TKNR and WONG.

17 For claims involving fraud, the circumstances constituting the alleged fraud must be
18 stated with particularity. *See* NRCP 9(b). As previously stated, the fraud claim must contain
19 factual allegations regarding (1) what factual misrepresentation was made; (2) the representation
20 was made with **knowledge** of its falsity; (3) the false representation was made with the intent to
21 induce reliance; (4) plaintiff actually relied on the false representation; and (5) plaintiff suffered
22 damages as a result. *See Bulbman*, 108 Nev. at 110-11. This requires the Plaintiff to allege
23 detailed averments as to the time, place, identity of the parties involved and the nature of the
24 fraud to satisfy this standard. *See Davenport* 2014 WL 1318964 at * 1, * 2.

25
26 Here, the Plaintiff does not point to any **statements** made by TKNR and WONG that were
27 false. Rather, the Plaintiff essentially claims that the Seller Disclosures did not provide all known
28 disclosures and such alleged lack of disclosure amounts to a “false representation” rather than

1 just alleged insufficient disclosures. Moreover, the Plaintiff does not differentiate which of the
2 multiple Defendants made particular statements of falsity. *See Haskin*, 995 F.Supp. at 1439
3 (requiring Plaintiff to differentiate their allegations between multiple defendants when alleging
4 fraud claims).

5
6 The Complaint alleges an array of alleged conditions to the Property that the Plaintiff
7 claims were not properly disclosed. First, in ¶10(a) the Plaintiff claims that TKNR and Investpro
8 generally checked that there were no known conditions affecting the value of the Property.
9 However, following this section of the Seller Disclosures, there is an explanation page for many
10 disclosures made that indicates: (1) Seller did not visit or live in the Property; (2) new HVAC
11 systems were installed; and (3) minor renovations were made by the Handyman. *See Seller*
12 *Disclosures* attached hereto as **Exhibit 1**. The Plaintiff waived his right to an inspection and
13 bought the Property “as is.” *See Waiver of Inspection* attached hereto as **Exhibit 3**. As such,
14 Defendant TKNR disclosed all known conditions to the Property including providing further
15 explanations. However, the Plaintiff chose not to inspect or inquire further.

16 Next, in ¶ 10(b) the Plaintiff claims that Defendants TKNR and Investpro did not pull
17 proper permits and have an inspection by the City of Las Vegas for “extensive renovation” work.
18 First and foremost, the Defendants did not conduct “extensive renovations” requiring a permit.
19 However, even if this Court were to assume that this fact is true, the Defendants never stated, nor
20 did the Complaint allege so, that they pulled a permit and obtained an inspection by the City of
21 Las Vegas. As such, even if this was required of the Defendants it cannot amount to a “false
22 representation,” where no representation regarding permits and city inspections were made by
23 any of the Defendants.
24

25 Next, in ¶ 10(c) the Plaintiff claims that the washer/dryer unit of Apartment A and B were
26 “illegally vented.” Again, the Plaintiff is claiming that the failure to disclose this alleged defect
27 is akin to a “false representation” made because of a general statement by TKNR that there are
28 no known conditions affecting the Property except those disclosed and explained in the Seller

1 Disclosures. Defendants TKNR and WONG respectfully submit the same arguments that the
2 Seller Disclosures contained all known disclosures and the Plaintiff chose to waive his right to
3 an inspection and bought the Property “as is.” Furthermore, the Plaintiff fails to point any
4 specific “false statement” made by the Defendants as required by NRCP 9(b).

5
6 Finally, in ¶ 10(d) the Plaintiff claims that TKNR and Investpro falsely represented that
7 the HVAC units were installed by a licensed contractor. The HVAC units were installed by a
8 licensed contractor as represented by the Defendant TKNR. The HVAC units were installed by
9 The Air Team License No. 007907 and Air Supply Cooling License No. 0079885. A Copy of
10 the Service Order Invoices for these contractors are attached hereto as **Exhibit 4**. As such, TKNR
11 statement that a licensed contractor installed the HVAC system, if made, is true and thus cannot
12 be the basis for the fraud claims.

13
14 Thus, this Court should dismiss the Fraud Claims as to Defendants TKNR and WONG.
15 Alternatively, this Court can reference documents expressly referenced in the Complaint and
16 deem it incorporated by reference. *Van Buskirk*, 284 F.3d 977, 980. The Plaintiff references the
17 sale of the Property and the Seller Disclosures. As such, this Court can incorporate these
18 documents by reference and by doing so it clear that there are no genuine issues of material fact.
19 Thus, the Court should enter summary judgment in favor of all Defendants for the Fraud Claims.
20 Finally, and alternatively, this Court should require the Plaintiff to amend the Complaint to assert
21 more definite statements alleging in particularity the Fraud Claims.
22
23
24
25
26
27
28

///

///

///

1 **III. CONCLUSION**

2 For the forgoing reasons this Honorable Court should grant Defendants' Motion for
3 Dismissal of Plaintiff's Complaint, or in the Alternative for Summary Judgment or in the
4 Alternative for a more definite statement.
5

6
7 Dated this 7th day of January, 2019.

8 BURDICK LAW PLLC

9
10 By /s/ Nikita R. Burdick
11 Nikita R. Burdick, Esq.
12 Nevada Bar No. 13384
13 Kristin L. Gifford, Esq.
14 Nevada Bar No. 12749
15 8360 W. Sahara Ave. Suite 250
16 Las Vegas, Nevada 89117
17 Attorneys for Defendants
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 7th day of January, 2019, I placed a copy of **DEFENDANTS' MOTION TO DISMISS OR IN THE ALTERNATIVE FOR SUMMARY JUDGMENT OR IN THE ALTERNATIVE FOR A MORE DEFINITE STATEMENT** as required by Eighth Judicial District Court Rule 7.26 by delivering a copy or by mailing via United States mail it to the attorney of record for 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.
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Phone: (702) 251-0000
Fax: (702) 384-1119
Attorneys for Plaintiff

/s/ Nikita Burdick

An employee of BURDICK LAW PLLC

EXHIBIT 1



MOLD NOTICE & WAIVER




Printed Name(s) of Seller(s): T K N R Inc

Printed Name(s) of Buyer(s): Marie Zhu

Property Address: 2132 HOUSTON DR LAS VEGAS NV 89104
 ("The Property")

- NOTICE.** Fungal contaminants (molds) may exist in the Property of which the Seller is unaware. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may or may not disclose fungal contaminants.
- SELLER DISCLOSURE.** Seller has disclosed the existence (if any) of current or previous water damage and/or mold on the Seller's Real Property Disclosure Form pursuant to NRS 113.130.
- BUYER'S DUTY TO INSPECT.** Buyer hereby assumes responsibility to conduct whatever inspections Buyer deems necessary to inspect the Property for mold contamination. Companies able to perform such inspections can be found in the yellow pages under "Environmental and Ecological Services."
- RELEASE OF LIABILITY.** Buyer agrees to rely solely on inspections conducted by Buyer and professionals retained by Buyer. Buyer hereby releases and discharges all agents and brokers involved in this transaction from any liability in conjunction with mold contamination of the Property. Furthermore, except for any express misrepresentations by Seller in paragraph 2 herein, Buyer hereby releases and discharges Seller from any liability in conjunction with mold contamination of the Property. The Buyer makes the decision to purchase, independent of the real estate broker(s) involved in the transaction, and hereby agrees to hold Seller, and any brokers or licensees in this transaction harmless and to defend and indemnify them from any claim, demand, action or proceeding as a result of the presence or infestations of molds in or around the property.
- PROFESSIONAL ADVICE.** Seller and Buyer execute this Notice & Waiver with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

Seller: 
 T K N R Inc 8/5/2017 11:23:41 AM PDT

Date: 08/05/2017

Seller: _____

Date: _____

Buyer: 
 8/21/2017 7:26:27 PM PDT

Date: 08/21/2017

Buyer: _____

Date: _____



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

LAS VEGAS

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"/>	Showers(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"/>
Bath(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

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

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?	<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 (construction defect claims)?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
(If seller answers yes, FURTHER DISCLOSURE IS REQUIRED)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Land / Foundation:			
(a) Any of the improvements being located on unstable or expansive soil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) Any foundation sliding, settling, movement, upheaval, or earth stability problems that have occurred on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) Any drainage, flooding, water seepage, or high water table?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(d) The property being located in a designated flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(e) Whether the property is located next to or near any known future development?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(f) Any encroachments, easements, zoning violations or nonconforming uses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(g) Is the property adjacent to "open range" land?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(If seller answers yes, FURTHER DISCLOSURE IS REQUIRED under NRS 113.065)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. Roof: Any problems with the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4. Pool/spa: Any problems with structure, wall, liner, or equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5. Infestation: Any history of infestation (termites, carpenter ants, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Fungi / Mold: Any previous or current fungus or mold?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(a) Common Interest Community Declaration and Bylaws available?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) Any periodic or recurring association fees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) Any unpaid assessments, fines or liens, and any warnings or notices that may give rise to an assessment, fine or lien?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(d) Any litigation, arbitration, or mediation related to property or common area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(e) Any assessments associated with the property (excluding property taxes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(f) Any construction, modification, alterations, or repairs made without required approval from the appropriate Common Interest Community board or committee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Any problems with water quality or water supply?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Any other conditions or aspects of the property which materially affect its value or use in an adverse manner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. Lead-Based Paint: Was the property constructed on or before 12/31/77?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(If yes, additional Federal EPA notification and disclosure documents are required)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. Water source: Municipal <input checked="" type="checkbox"/> Community Well <input type="checkbox"/> Domestic Well <input type="checkbox"/> Other <input type="checkbox"/>			
If Community Well: State Engineer Well Permit # _____ Revocable <input type="checkbox"/> Permanent <input type="checkbox"/> Cancelled <input type="checkbox"/>			
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
15. Solar panels: Are any installed on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes, are the solar panels: Owned <input type="checkbox"/> Leased <input type="checkbox"/> or Financed <input type="checkbox"/>			
16. Wastewater disposal: <input checked="" type="checkbox"/> Municipal Sewer <input type="checkbox"/> Septic System <input type="checkbox"/> Other <input type="checkbox"/>			
17. This property is subject to a Private Transfer Fee Obligation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Seller(s) Initials

MZ

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 113.130
- 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 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.120

(Added to NRS by 1995, 842; A 1997, 349; 2001, 1130; 2006, 598; 2011, 3832)

Seller(s) Initials

Buyer(s) Initials

Nevada Real Estate Division
Replaces all previous versions

Page 4 of 5

Seller Real Property Disclosure Form S47
Revised 07/25/2017

This form presented by Kenny Lin | Investpro Realty | 702-997-3832 | zhong.kenny@gmail.com

InstantSign

0033

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 113.130 to 113.139, inclusive, and 400.100 to 400.109, 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 1995 843, § 1.)

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 400.100 to 400.109, inclusive, of NRS relieves a buyer or prospective buyer of the duty to exercise reasonable care to protect himself.

(Added to NRS by 1995 843, § 2.)

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 400.100 to 400.109, inclusive, 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 3 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 400.100 to 400.109, inclusive, 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 400.100 to 400.109, inclusive, 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, § 3.)

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 8/21/2017
 Seller(s) [Signature] Date 8/21/2017

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

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser or any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i) _____ received a 10 day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) KL Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.



Seller: Marie Zhu

Date

Seller

Date


Marie Zhu

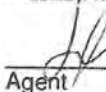
05/21/2017

Purchaser: Marie Zhu

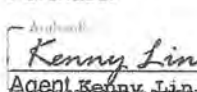
Date

Purchaser

Date


Agent: Kenny Lin

Date


Agent: Kenny Lin

Date

EXHIBIT 2



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 09/05/17

Marie Zhu ("Buyer"), hereby offers to purchase
1917 Yale Street ("Property"), within the
city or unincorporated area of Las Vegas, County of Clark, State of Nevada,
Zip 89030, A.P.N. # 139-22-711-196 for the purchase price of \$ 268,000.00
(Two Hundred Sixty-Eight 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- ☒ Wired
Upon Acceptance, Earnest Money to be
deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) or
business days if wired to: ☐ Escrow Holder, ☐ Buyer's Broker's Trust Account, -OR- ☐ Seller's Broker's
Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000
fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

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

\$ 226,000.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:
☒ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) .

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

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

\$ 41,500.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to
Close of Escrow ("COE").

\$ 268,000.00 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 Done 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: 1917 Yale Street

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

Rev. 06/17

©2017 Greater Las Vegas Association of REALTORS®

Page 1 of 10

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 20 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: Per MLS 1911217 Dated 09/05/2017

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: 1917 Yale Street

BUYER(S) INITIALS MZ
SELLER(S) INITIALS KA

Rev. 06/17

©2017 Greater Las Vegas Association of REALTORS®

Page 2 of 10

(“Opening of Escrow”), at Equity Title of Nevada title or escrow company (“Escrow Company” or “ESCROW HOLDER”) with Jennie Makowski (“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: 09/25/17 (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 ☒ 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 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: 1917 Yale Street

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

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	Buyer	Well Inspection (Quality)	N/A
Termite/Pest Inspection	Waived	Pool/Spa Inspection	N/A	Wood-Burning Device/Chimney Inspection	N/A
Roof Inspection	Buyer	Soils Inspection	Waived	Septic Inspection	N/A
Septic Lid Removal	N/A	Septic Pumping	N/A	Structural Inspection	Buyer
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: 1917 Yale Street

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

Rev. 06/17

©2017 Greater Las Vegas Association of REALTORS®

This form presented by Alejandro E Chiarandini | BHHS Nevada Properties | 702-734-5555 | AlexC1@BHHSNV.com

Page 4 of 10

0040

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 \$ 5,000.00 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 \$ 0.00. 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	N/A	CIC Capital Contribution	N/A	CIC Transfer Fees	N/A
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: 1917 Yale Street

BUYER(S) INITIALS: [Signature]
SELLER(S) INITIALS: [Signature]

Rev. 06/17

©2017 Greater Las Vegas Association of REALTORS®

Page 5 of 10

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:** RA

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: 1917 Yale Street

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

Rev. 06/17

©2017 Greater Las Vegas Association of REALTORS®

Page 6 of 10

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 ☐ 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

Property Address: 1917 Yale Street

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: RA

Rev. 06/17

©2017 Greater Las Vegas Association of REALTORS®

Page 7 of 10

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: 1917 Yale Street

Rev. 06/17

©2017 Greater Las Vegas Association of REALTORS®

This form presented by Alejandro E Chiarandini | BHHS Nevada Properties | 702-734-5555 | AlexC1@BHHSNV.com

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: [Signature]

Page 8 of 10

0044

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.

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

27. ADDENDUM(S) ATTACHED: _____

28. ADDITIONAL TERMS: _____

Buyer's Acknowledgement of Offer

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

Buyer's Broker: Forrest L. Barbee
 Company Name: BHHS Nevada Properties
 Broker's License Number: B.0055676
 Phone: 702-734-5555
 Fax: 702-868-7155

Agent's Name: Alejandro E Chiarandini
 Agent's License Number: 0177332
 Office Address: 8850 W Sunset Rd Ste 200
 City, State, Zip: Las Vegas NV 89148
 Email: AlexC1@BHHSNV.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: _____ (☐AM☐PM) on (month) _____, (day) _____, (year) _____. 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: 1917 Yale Street

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: KAA

Rev. 06/17

©2017 Greater Las Vegas Association of REALTORS®

Page 9 of 10

This form presented by Alejandro E Chiarandini | BHHS Nevada Properties | 702-734-5555 | AlexC1@BHHSNV.com

0045

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

Buyer's Signature

Marie Zhu

Buyer's Printed Name

09/05/2017

10:10 AM

☐ AM ☐ PM

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: Forrest Barbee

Company Name: BHHS Nevada Properties

Broker's License Number: 55676

Phone: 702-734-5555

Fax: 702-868-7155

Agent's Name: Alejandro E Chiarandini

Agent's License Number: 0177332

Office Address: 8337 W Sunset Rd Ste 150

City, State, Zip: Las Vegas NV 89113

Email: AlexC1@BHHSNV.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** ☐ **is not** **-OR-** ☐ **is** a foreign person therefore subjecting this transaction to FIRPTA withholding. SELLER(S) INITIALS: [Signature]

☒ **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.

Kay Storey

Seller's Signature

Kay Storey

Seller's Printed Name

09/05/2017

☐ AM ☐ PM

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

Property Address: 1917 Yale Street

Rev. 06/17

©2017 Greater Las Vegas Association of REALTORS®

This form presented by Alejandro E Chiarandini | BHHS Nevada Properties | 702-734-5555 | AlexC1@BHHSNV.com

BUYER(S) INITIALS

SELLER(S) INITIALS

Page 10 of 10

0046

ADDENDUM NO. 1 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Marie Zhu
as Buyer(s) and Kay Storey
as Seller(s), dated 09/05/17
covering the real property at 1917 Yale Street
Las Vegas NV 89030, the ☒ Buyer ☐ Seller hereby proposes that the Purchase
Agreement be amended as follows:
-Escrow to be canceled and earnest money to be released to seller.

☐ **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: Kay Storey 09/05/2017
☐ Buyer ☒ Seller _____
Date

☐ Buyer ☐ Seller _____
Time

Prepared by: Alejandro E Chiarandini 702-734-5555
Agent's Printed Name Phone

Addendum to Purchase Agreement 9/12

© 2012 Greater Las Vegas Association of REALTORS®

This form presented by Alejandro E Chiarandini | BHHS Nevada Properties | 702-734-5555 | AlexCl@BHHSNV.com

0047

EXHIBIT 3



RECEIPT OF "FOR YOUR PROTECTION" NOTICE

2132 HOUSTON DR
Property Address

Marie Zhu
Name of Buyer(s)

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read the attached "For Your Protection: Get a Home Inspection" notice and fully understand that FHA will not perform a home inspection or guarantee the price or condition of the property.

_____ I/we choose to have a home inspection performed.

 x I/we choose not to have a home inspection performed.

Author: Marie Zhu
9/5/2017 4:05:17 PM PDT
Buyer: Marie Zhu

09/05/2017

Date _____

Buyer

Date _____

EXHIBIT 4



THE AIR TEAM

HEATING & COOLING

License No. 007907

HVAC SERVICE ORDER INVOICE

00299

702.908.1766

theairteamly.com

facebook.com/theairteamly

CUSTOMER		JOB NAME		PO NO.	
Invest Pro Realty		Unit B & C			
BUILDING ADDRESS		JOB ADDRESS			
CITY/STATE/ZIP		2132 Houston Dr.			
PHONE		CITY/STATE/ZIP		Las Vegas, NV 89104	
EMAIL		PHONE		ALT. PHONE	
CONTACT		DATE		06/03/2017	
Danna		TECHNICIAN			
HOURS TO BE PERFORMED		SAC		HT	
Unit B and Unit C rooftop package unit install.		SERVICE		REPAIR	
\$3,800 down payment received on 05/25/2017		INSTALLATION			
DESCRIPTION OF WORK		ENVIRONMENTAL CHECKLIST		TYPE/DISPOSITION	
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.		CONDENSING UNIT		QTY	
10 year manufacturer warranty on parts.		RECOVERED		X	
1 year labor warranty.		RECYCLED		X	
Unit B: Goodman		RECLAIMED		X	
Model# GPH1424M41AB.		RETURNED		X	
Serial# 1702074865.		DISPOSAL		X	
Unit C: Goodman		DISMANTLED		X	
Model# GPH1424M41AB		CHANGED OUT/REPLACED		X	
Serial# 1704201157		REFRIGERANT R.		LBS.	
Please register units online within 60 days at "goodmanmfg.com" to get a full 10 year manufacturers warranty.		FILTERS		X	
		Goodman 2ton hp rtu		\$3,800	
		50% Down Payment		-\$3,800	
		TOTAL MATERIALS & SERVICES		\$	
		TOTAL LABOR		\$	
		TOTAL SUM		\$	
		TOTAL MATERIALS		\$	
		TOTAL LABOR		\$	
		TRAVEL CHARGE		\$	
		TAX		\$	
		TOTAL \$		\$3,800.00	

PAYMENT METHOD		TERMS	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK		DUE UPON RECEIPT	
\$ NO \$		I have the authority to order the work outlined above which has been satisfactorily completed. I agree that the Seller means 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.	
CREDIT CARD <input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> DISCOVER		CREDIT CARD NO.	
NAME ON CARD		SECURITY CODE	
EXP. DATE		CUSTOMER SIGNATURE	
06/03/2017		DATE	
FOR OFFICE USE ONLY		THANK YOU for choosing THE AIR TEAM for your heating & cooling needs.	
<input type="checkbox"/> ENT <input type="checkbox"/> DATE		INT	
TOTAL \$		\$3,800.00	

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"/> FAN AND MOTOR	
<input type="checkbox"/> VOLTAGE	
<input type="checkbox"/> ELECTRICAL CONNECTIONS	
<input type="checkbox"/> CONTACTS TIGHT & CLEAN	
<input type="checkbox"/> FAN PULLEY (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"/> RY 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	

0051

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 4813A602A
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 Circle 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>DRP</u>	\$	\$

Tech Name:

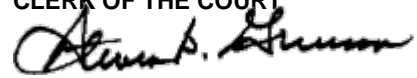
The Service Technician has reviewed with me the Golden Customer Agreement. I Accept I Decline

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

0052



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, 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 : 2/7/2019
09:30

=====

OPPOSITION TO DEFENDANTS' MOTION TO DISMISS / ALTERNATIVE FOR
SUMMARY JUDGMENT / ALTERNATIVE FOR A MORE DEFINITE STATEMENT

CONDITIONAL COUNTERMOTION FOR CONTINUANCE BASED ON NRCP
56(f) IF THE COURT TREATS DEFENDANT'S MOTION AS ONE FOR
SUMMARY JUDGMENT

INTRODUCTION

Rather than address the issue of the case, or even deny the allegations of
the complaint, Defendants have filed a frivolous motion to delay the inevitable trial
on the issue of Defendants selling a residential rental property, knowing of the
existence of structural and mechanical defects without disclosing those defects
as required by Nevada law. Defendants knew about the defects because they
had created them during their ownership of the property.

1 A detailed narrative declaration of Frank Miao, and the attached Exhibits A
2 through F¹ are incorporated herein by reference. Defendants KENNY LIN [Lin]
3 and INVESTPRO, LLC are property flippers who owned the Subject Property for
4 about 2 years, during which time they performed multiple major alterations to the
5 property, none of which were permitted. TKNR, INC is the corporate entity that
6 Lin and Investpro used for this particular investment, which is owned and
7 managed by Defendant CHI ON WONG [Wong]. They altered the property to
8 hide the many defects detailed in Miao's declaration, then sold the property
9 without disclosing the defects.
10

11
12 MOTION TO DISMISS CANNOT CONSIDER MATTERS OUTSIDE OF THE
13 PLEADINGS
14

15 It's important to note that pleadings are defined in NRCP 7 as complaints
16 and answers. Motions are not pleadings. Exhibits to Motions are not pleadings.

17 Defendants' Motion must be treated as a Summary Judgement if the Court
18 considers matters outside the pleadings. See Mendenhall v. Tassinari 133 Nev
19 Ad Op 78 (2017) quoted below.
20

21 In deciding a motion to dismiss, if the district court considers
22 matters outside the pleadings—as was the case here—the motion
23 “shall be treated as one for summary judgment and disposed of as
24 provided in Rule 56.” NRCP 12(b); Thompson v. City of N. Las
25 Vegas, 108 Nev. 435, 438, 833 P.2d 1132, 1134 (1992). Pursuant to
26 NRCP 56(c), summary judgment is proper when no genuine issue of
27 material fact remains and the movant is entitled to a judgment as a
28 matter of law. Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d
29 1026, 1029 (2005).
30

31 ¹ Defendants used numbers for their exhibits contrary to local rules. However, to avoid
32 confusion, Plaintiff has used letters for their exhibits.

1 While Defendants' motion references exhibits, Plaintiff encourages the
2 court to simply review the pleadings and deny the motion because Plaintiff's
3 Complaint sets forth the elements for its causes of action, thus making the prima
4 facie case. See Exhibit D.

5
6 NO CONCISE STATEMENT OF UNDISPUTED FACTS
7

8
9 NRCP 56(c) requires "a concise statement setting forth each fact material
10 to the disposition of the motion which the party claims is or is not genuinely in
11 issue, citing the particular portions of any pleading, affidavit, deposition,
12 interrogatory, answer, admission, or other evidence upon which the party relies."

13 The only statement of fact in Defendants' motion is essentially stating what
14 Plaintiff's allegations are. If Defendants are disputing those facts, there are
15 obviously disputes of material fact which preclude summary judgment.
16

17 EXHIBITS TO DEFENDANTS' MOTION ARE NOT INCORPORATED BY
18 REFERENCE IN AMENDED COMPLAINT
19

20
21 Defendant repeatedly refers to Plaintiff's Complaint. The Complaint
22 contained no attachments and incorporated no documents by reference. The
23 Complaint, which purportedly incorporates all these documents by reference, is
24 noticeably absent as an exhibit to the motion.
25

26 MOTION DISMISS TREATED AS SUMMARY JUDGMENT MOTION IF THE
27 COURT CONSIDERS MATTERS OUTSIDE THE PLEADINGS
28

29 If the Court does consider the attachments to Defendant's Motion,
30 Defendants' motion must be treated as a motion for summary judgment, and the
31
32

1 following standards apply. John v. Douglas County School District, 125 Nev.
2 746, 754, 219 P.3d 1276, 1284 (2009) addresses the issue as set forth below.

3
4 First, the district court can only grant the special motion to
5 dismiss if there is no genuine issue of material fact and “ ‘the moving
6 party is entitled to a judgment as a matter of law.’ ” Id. (quoting
7 NRCp 56(c)). Second, the nonmoving party cannot overcome the
8 special motion to dismiss “ ‘on the gossamer threads of whimsy,
9 speculation and conjecture.’ ” Id. at 731, 121 P.3d at 1030 (quoting
10 Pegasus v. Reno Newspapers, Inc., 118 Nev. 706, 713-14, 57 P.3d
11 82, 87 (2002)) (other internal quotations omitted). Instead, the
12 nonmoving party must provide more than general allegations and
13 conclusions; it must submit specific factual evidence “ ‘demonstrating
14 the existence of a genuine factual issue.’ ” Id. at 731, 121 P.3d at
15 1030-31 (quoting Pegasus, 118 Nev. at 713, 57 P.3d at 87).

16 NO WAIVER OF REQUIRED DISCLOSURES

17 Defendants do not argue that Plaintiff waived its right to receive required
18 disclosures.

19 Defendants desperately want the Court to ignore their collective and
20 concerted fraudulent actions.

21 There was no waiver of the required disclosures. Further, disclosure of
22 know defects can only be waived if the waiver is “signed by the purchaser **and**
23 **notarized.**” See NRS 113.130(3) and 115.150(6).

24 Further, the “waiver” of the inspection which Defendants essentially rests
25 their entire motion on, Exhibit 3, means nothing because Plaintiff had already
26 inspected the property on August 10, 2019.

28 PLAIN MEANING OF STATUTE

29
30
31 “It is well established that when the language of a statute is plain and
32

1 unambiguous, a court should give that language its ordinary meaning and not go
2 beyond it.” Banegas v. State Indus. Ins. Sys., 117 Nev. 222, 225, 19 P.3d 245,
3 247 (2001). The plain meaning of a statute is generally “ascertained by examining
4 the context and language of the statute as a whole.” Karcher Firestopping v.
5 Meadow Valley Contractors, Inc., 125 Nev. 111, 113, 204 P.3d 1262, 1263
6 (2009).

7
8 NRS 113.130 and 113.150, set forth below, are clear and unambiguous.

9
10 DISCLOSURES REQUIRED BY STATUTE

11
12 NRS 113.130 requires disclosure of know defects by seller of a residential
13 real estate. The relevant portions of that statute are set forth below.

14
15 NRS 113.130 Completion and service of disclosure form before
16 conveyance of property; discovery or worsening of defect after service
17 of form; exceptions; waiver.

18 1. Except as otherwise provided in subsections 2 and 3:

19 (a) At least 10 days before residential property is conveyed to a
20 purchaser:

21 (1) The seller shall complete a disclosure form regarding the
22 residential property; and

23 (2) The seller or the seller's agent shall serve the purchaser or
24 the purchaser's agent with the completed disclosure form.

25 (b) If, after service of the completed disclosure form but before
26 conveyance of the property to the purchaser, a seller or the seller's
27 agent discovers a new defect in the residential property that was not
28 identified on the completed disclosure form or discovers that a defect
29 identified on the completed disclosure form has become worse than
30 was indicated on the form, the seller or the seller's agent shall inform
31 the purchaser or the purchaser's agent of that fact, in writing, as soon
32 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.

1 2. Subsection 1 does not apply to a sale or intended sale of residential
2 property:

3 (a) By foreclosure pursuant to chapter 107 of NRS.

4 (b) Between any co-owners of the property, spouses or persons related
5 within the third degree of consanguinity.

6 (c) Which is the first sale of a residence that was constructed by a
7 licensed contractor.

8 (d) By a person who takes temporary possession or control of or title to
9 the property solely to facilitate the sale of the property on behalf of a
10 person who relocates to another county, state or country before title to
11 the property is transferred to a purchaser.

12 3. A purchaser of residential property may waive any of the
13 requirements of subsection 1. Any such waiver is effective only if it is
14 made in a written document that is signed by the purchaser and
15 notarized.

16 4. If a sale or intended sale of residential property is exempted from the
17 requirements of subsection 1 pursuant to paragraph (a) of subsection 2,
18 the trustee and the beneficiary of the deed of trust shall, not later than
19 at the time of the conveyance of the property to the purchaser of the
20 residential property, provide written notice to the purchaser of any
21 defects in the property of which the trustee or beneficiary, respectively,
22 is aware.

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

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

30 2. If, before the conveyance of the property to the purchaser, a seller
31 or the seller's agent informs the purchaser or the purchaser's agent,
32 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

1 the conveyance of the property to the purchaser; or
2 (b) Close escrow and accept the property with the defect as revealed
3 by the seller or the seller's agent without further recourse.

4 3. Rescission of an agreement pursuant to subsection 2 is effective
5 only if made in writing, notarized and served not later than 4 working
6 days after the date on which the purchaser is informed of the defect:
7 (a) On the holder of any escrow opened for the conveyance; or
8 (b) If an escrow has not been opened for the conveyance, on the seller
9 or the seller's agent.

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

25 5. A purchaser may not recover damages from a seller pursuant to
26 subsection 4 on the basis of an error or omission in the disclosure
27 form that was caused by the seller's reliance upon information
28 provided to the seller by:
29 (a) An officer or employee of this State or any political subdivision of
30 this State in the ordinary course of his or her duties; or
31 (b) A contractor, engineer, land surveyor, certified inspector as defined
32 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.**

1 WEBB v. SHULL 128 Nev. Ad Op 8, 270 P.3d 1266 (2012) holds that
2 mental state is not required to impose treble damages pursuant to NRS 113.150
3 (4). There is no requirement of a “finding of willfulness or mental culpability”.
4

5 DEFENDANTS KNEW THE CONDITION OF THE PROPERTY
6

7
8 As outlined in Plaintiff’s narrative affidavit, Lin and Investpro were more
9 than just real estate agents selling property. Lin and Investpro were the
10 manager for the flipping fund which had recruited investor TKNR, they arranged
11 the purchase of this property in September, 2015, they identified the scope of
12 the renovation, managed the renovation project from soliciting bids, to awarding
13 bids to paying contractors, and then sold the Subject Property. They were also
14 managing the property involving obtaining renters. Every condition described in
15 the Complaint was **KNOWN** to Lin and Investpro. Contrary to their argument,
16 the renovations undertaken during TKNR’s ownership were major, including
17 electrical upgrades, installation of three separate HVAC systems, and plumbing
18 issues.
19

20 Thus, it seems that the seminal factual question is what Defendants knew
21 when they sold the property. All Defendants clearly knew about substantial work
22 which they chose not to disclose to Plaintiff. TKNR and Wong had the work
23 performed during their ownership, by their agents Lin, Investpro and JOYCE A.
24 NICKRANDT.²

25 Further, Plaintiff did inspect the property on August 10, 2017, so that the
26 representation in Defendants’ motion that Plaintiff never inspected the property
27 is simply false.
28
29

30
31 ² JOYCE A. NICKRANDT is the licensee of Investpro.
32

1 FACTUAL STATEMENTS IN THE COMPLAINT COMPLY WITH NRCP 9

2
3 The factual allegations in the Complaint comply with the requirements of
4 NRCP 9(b) as to time, place, identity of the parties and the nature of the fraud.

5 See Exhibit D, pages 3 - 4.
6

7 INVESTPRO REPRESENTED BUYER IN THE PURCHASE
8

9
10 Exhibit E is an excerpt from the Offer and Acceptance for the purchase of
11 the Subject Property. Pages 9 and 10 evidence that Investpro represented both
12 the Plaintiff and TKNR in the purchase transaction. Thus, Investpro not only had
13 a fiduciary duty to represent Plaintiff's interests, the very statute cited in
14 Defendants' Motion, NRS 645.259(1) expressly creates liability for
15 misrepresentations that are made by a seller that the broker knows is false.
16 Miao's declaration identifies in detail the construction which was done by
17 Investpro, on behalf of seller TKNR, which was not disclosed.
18

19
20 COUNTERMOTION FOR CONTINUANCE BASED ON NRCP 56(f) IF THE
21 COURT CONSIDERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

22 NRCP 56(f) states as follows :

23 (f) When Affidavits Are Unavailable. Should it appear from the affidavits of
24 a party opposing the motion that the party cannot for reasons stated
25 present by affidavit facts essential to justify the party's opposition, the court
26 may refuse the application for judgment or may order a continuance to
27 permit affidavits to be obtained or depositions to be taken or discovery to
be had or may make such other order as is just.

28 Discovery hasn't even commenced. In an abundance of caution, the
29 declaration of Plaintiff's attorney is attached supporting its Countermotion
30 pursuant to NRCP 56(f).
31

1 CONCLUSION

2
3 As set forth above, Defendants' motion serves no purpose other than to
4 unreasonably and vexatiously harass Plaintiff, increase its costs, and waste the
5 Court's time.

6 Plaintiff is the purchaser, and was entitled to honest and complete
7 disclosures.. In this case. Investpro and Lin were the organizers of the
8 residential investment property which Plaintiff purchased from TKNR. During the
9 time that TKNR owned the property, significant structural, mechanical, electrical
10 and plumbing alterations were made to the property.

11
12 Plaintiff has set forth the facts as accurately as possible based on the
13 knowledge that it has at this time.

14 The Court cannot grant summary judgment, if it is inclined to consider
15 exhibits outside the pleadings, without allowing discovery.

16
17 /s/ Benjamin B. Childs, Sr.

18
19 BENJAMIN B. CHILDS, Sr.
20 Nevada Bar # 3946
21 Attorney for Plaintiff

22 CERTIFICATE OF ELECTRONIC SERVICE

23
24 This OPPOSITION and COUNTERMOTION, with attachments, was
25 served through the Odessey File and Serve system. Electronic service is in
26 place of service by mailing.

27
28 /s/ Benjamin B. Childs, Sr.

29
30 BENJAMIN B. CHILDS, Sr. ESQ.
31 NEVADA BAR # 3946

1 Exhibits

- 2
- 3 A Promotional Website for flipping fund
- 4 B Deed to TKNR recorded September, 2015
- 5 C Emails regarding inspection
- 6 D Filed Complaint
- 7 E Excerpt from offer and acceptance for the Subject Property
- 8 F Requirements for permits and inspections
- 9

10

11 DECLARATION OF COUNSEL REGARDING LACK OF DISCOVERY

12

13 I am the attorney for Plaintiff W L A B INVESTMENT, LLC

14 Discovery has not commenced in this case. Testimony, affidavits and

15 other admissible evidence such as responses to written discovery, documents,

16 and inspection of physical items are not possible to be produced by Plaintiff until

17 discovery has been completed. Defendants are believed to have much more

18 significant additional documentation and knowledge than they disclosed in their

19 Motion, which information and knowledge will only be obtained through

20 discovery. Specifically about the alterations to the subject property, which are at

21 issue in the case. Thus, this declaration is made pursuant to NRCP 56(f) in

22 response to Defendants' Motion to Dismiss.

23

24 These statements are made based on my personal knowledge. I

25 declare under penalty of perjury that the foregoing is true and correct.

26

27 Executed on January 25, 2019

28 (date)

29

/s/ Benjamin B. Childs, Sr.

(signature)

30

31

32

DECLARATION OF FRANK MIAO

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 A], 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 B]

Investpro was the property manager and the remodeler of the Subject Property. Investco 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, found TKNR as the investor, the receipts for the heatpump package unit installation and replacement projects are to Investpro [Exhibit 4], 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 4] 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 4 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 went to the City of Las Vegas and confirmed that there were no permits for Investpro's work on any renovation project, including the plumbing, HVAC, structural or the electrical systems.

During my inspection on August 10, 2017, I pointed out several code violations to 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. See Exhibit C attached hereto, emails dated August 17 and August 24, 2017. These problems would not pass a city code enforcement inspection. In fact, I told Lin that if tenant called code enforcement at this, the rental unit could be shut down by 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.

Note that Exhibit 2 is a purchase agreement for a different apartment that WLAB tried to purchase [1917 Yale Street Las Vegas, NV]. This is a different property and is not relevant to the case before the court.

Note that the electrical issues are in unit A of the Subject Property, but Exhibit 4 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 complaint.

As to Exhibit 3, the waiver of inspection dated September 5, 2017, inspection was waived because I had just inspected it in August, 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 Lin. The complaints outlined in the 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.
- * Removal of natural gas supply line, which occurred with no permit or inspection.
- * Upgraded electrical system to add additional lines and new power supply with no permit or inspection.
- * 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. These are major rehabilitation projects. Two bathrooms were completely redone without a permit or inspection. The roof had holes opened. Old swamp coolers and some natural gas furnaces were moved and then hidden by drywall and painted. The HVAC system on the roof was replaced twice, plus plumbing, tile, electrical modifications. These require a permit as set forth in the attached flyers.

I did inspect this Subject Property on August 10, 2017 and SRPDF was dated August 7, 2017. 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.

Due to roof structure being damaged, every time it rains the roof leaks. The recent 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.

The fraud allegations were made as specific as currently known to me at this time.

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

Executed on 1/24/2019
(date)



(signature)

EXHIBIT A

EXHIBIT A

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

InvestPro REALTY 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

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

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	=	23.69%
8.71%	2.72		

COMPOUND RATE

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



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。
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

(<http://investprorealty.net/wp/wp-content/uploads/2015/12/13.jpg>)



CONTACT
联系我们



KENNY LIN
Phone: +1 (702) 726-0000
Email: zhong.kenny@gmail.com
中国境内
联系电话 95013515588 x 88855



恆興地產

Share this with your friends:

([/#facebook](#))

([/#twitter](#))

([/#google_plus](#))

(<https://www.addtoany.com/share?url=http%3A%2F%2Finvestprorealty.net%2Finvestment-opportunities%2Fflipping-fund-iv%2F&title=Flipping%20Fund%20Iv>)



Recent Posts

Las Vegas Strip tribute remembers Jerry Lewis
(<http://investprorealty.net/las-vegas-strip-tribute-remembers-jerry-lewis/>)

By Eli Segall Las Vegas Review-Journal July 20, 2017 (<http://investprorealty.net/eli-segall-las-vegas-review-journal-july-20-2017/>)

December, 2016 Residential Hot Spot Report
(<http://investprorealty.net/december-2016-residential-hot-spot-report/>)

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/>)

Categories

Agents (<http://investprorealty.net/category/agents/>)

Events (<http://investprorealty.net/category/news-and-events/events/>)

Helen (<http://investprorealty.net/category/agents/helen/>)

Homes for Sale in Las Vegas (<http://investprorealty.net/category/homes-for-sale-in-las-vegas/>)

Information (<http://investprorealty.net/category/information/>)

Jobs (<http://investprorealty.net/category/jobs/>)

Kenny (<http://investprorealty.net/category/agents/kenny/>)

News (<http://investprorealty.net/category/news-and-events/news/>)

News & Events (<http://investprorealty.net/category/news-and-events/>)

Uncategorized (<http://investprorealty.net/category/uncategorized/>)

Meta

Log in (<http://investprorealty.net/wp/wp-login.php>)

Entries [RSS \(Really Simple Syndication\)](#) (<http://investprorealty.net/feed/>)

Comments [RSS \(Really Simple Syndication\)](#) (<http://investprorealty.net/comments/feed/>)

WordPress.org (<https://en-ca.wordpress.org/>)

[PRIVACY POLICY \(/privacy-policy/\)](#)
[TERMS AND CONDITIONS \(/terms-and-conditions/\)](#)
[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 B

EXHIBIT B

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.

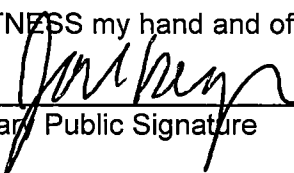
State of CALIFORNIA
County of ORANGE

Jared Degener

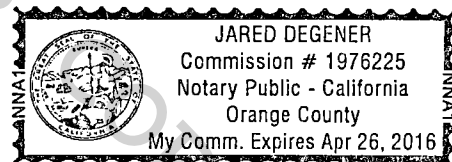
On 9-30-15 before me, _____, a notary public personally appeared MIGUEL OCHOA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her 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

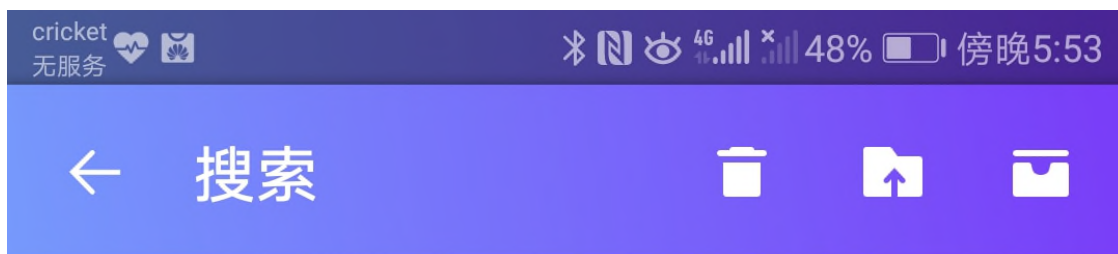
State: NV

Zip: 89105

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT C

EXHIBIT C

**2132 Houston Dr - urgent attention!**

Helen Chen

我

2017/8/24 上午10:35



Hi Frank and Marie,
Unfortunately, listing agent said seller rejected your new request, seller will only agree to repair the following which agreed last time:
Broken window glass at unit #A;
Repair and refinish the inside drywall around the AC at Unit#A;
Repair or replace the broken thermostat at Unit#B;
Change kitchen and bath room outlets (by the sink) to GFI outlets for all units.
(there will be no more credit offered from seller)
For your information, All above repairs should be completed by now.

Please let me know if you would like to move forward or not.
And please note per contract your due diligence will be end by 8/25/17, if you decide

0081

Outlook

BC

Search Mail and People

New | Delete Archive Junk | Sweep Move to Categories

Undo

Folders

Inbox 4624

aeifiling 492

Bankruptcy 224

Sent Items

Drafts 119

MarendaCSpayments

[More](#)Groups New

(No subject)

FM [frank miao <frankmiao@yahoo.com>](#)
Today, 4:58 PM

2132 Houston Dr



Helen Chen

我

2017/8/17 下午5:10



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;

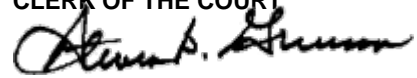
Repair or replace the broken thermostat;

Plus \$300 credit to buyer for any other
repairs.

0082

EXHIBIT D

EXHIBIT D



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.

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

A-18-785917-C

Case #
Dept #

Department 14

COMPLAINT

Comes now Plaintiff W L A B Investment, LLC [hereinafter WLAB or Plaintiff] and files this COMPLAINT and for its causes of action states as follows:

PLAINTIFF'S ALLEGATIONS OF FACT

A. IDENTITY OF DEFENDANTS

- 1 Defendant TKNR, INC, [hereinafter TKNR] was at all relevant times a
2 California Corporation doing business in Clark County, Nevada.
- 3 2. INVESTPRO LLC was at all relevant time a Nevada Limited Liability
4 Company dba INVESTPRO REALTY [hereinafter Investpro]. Investpro is
5 a real estate brokerage holding Nevada license # B.0144660.llc and a
6 property management company holding Nevada license #
7 PM.0166824.bkr, which licenses are registered to JOYCE A. NICKRANDT
8

1 [herinafter Nickrandt]. Nickrandt is a Nevada resident who, during all time
2 relevant hereto, made direct factual representations as both TKNR's agent
3 and Investpro's agent.

4 3. CHI ON WONG [hereinafter Wong] is a California resident who owns and
5 controls TKNR, INC and is the alter ego of TKNR. TKNR was and is
6 influenced and governed by Wong. There must is such a unity of interest
7 and ownership between Wong and TKNR that one is inseparable from the
8 other. Adherence to the fiction of separate entity between Wong and
9 TKNR would sanction a fraud or promote injustice.

10 4. KENNY ZHONG LIN [hereinafter Lin] is a Nevada resident who, during all
11 time relevant hereto, made direct factual representations as both TKNR's
12 agent and Investpro's Chief Executive Officer and agent.

13 5. The true names of Defendants DOES 1 through 5 and ROE
14 CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time.
15 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP
16 10 (a). Plaintiffs are informed and believe, and based on that information
17 and belief allege, that each of the Defendants designated as a DOE or
18 ROE is legally responsible for the events and happenings referred to in this
19 complaint, and unlawfully caused the injuries and damages to Plaintiff
20 alleged in this complaint, or who have an interest in the subject property
21 as set forth below. When their true names and capacities of Doe or Roe
22 Defendants are ascertained Plaintiff, if appropriate, will amend his
23 Complaint accordingly to insert the correct name and capacity herein.

24 6. This Court has jurisdiction and authority to issue judgment in this matter
25 per NRS 13.010.

26
27
28 ///

1 B. TRANSACTIONS RESULTING IN THIS LAWSUIT

2
3 7. That on or about December 15, 2017 TKNR sold Plaintiff a parcel of real
4 property with a residential triplex on it, specifically the real property located
5 at 2132 Houston Dr Las Vegas, NV, referred to herein as the Subject
6 Property. The Subject Property is a residential rental income property.

7 8. Investpro was at all relevant times the property manager of TKNR for the
8 Subject Property.

9 9. Prior to the sale, Investpro did an extensive renovation of the Subject
10 Property for TKNR, as both a property manager and as agent for TKNR,
11 and was also the real estate broker in the sale, representing both the buyer
12 [WLAB] and the seller [TKNR]. In fact, the Seller's Real Property
13 Disclosure Form was both prepared and initialed by Lin.

14 10. TKNR failed to disclose one or more known condition(s) that materially
15 affects the value or use of the Subject Property in an adverse manner, as
16 required by NRS Chapter 113, in a particular NRS 113.130. TKNR and it's
17 agent Investpro marketed and listed for sale.

18 a. TKNR and it's agent Investpro affirmatively stated in a Real Property
19 Disclosure Form dated August 2, 2017 that there were "no
20 conditions or aspects of the property which materially affect it's value
21 or use in an adverse manner", that there were no "previous or
22 current moisture conditions and/or water damage, there were no
23 problems or defects with the electrical system, there were no
24 structural defects, and there was no fungi or mold on the Subject
25 Property.

26 b. In fact, there was no permit and no inspection by the City of Las
27 Vegas for extensive renovation work which TKNR, through it's
28 property manager and agent Investpro, had performed. The

1 electrical system load for Apartment A was increased due to the
2 installation of two air conditioning units and required 100 amp
3 service, but the electrical service was not upgraded to 100 amp
4 service from the existing 50 amp service. Failure to upgrade the
5 electrical service caused the fuses to be blown out multiple times
6 during the summer of 2018. The tenant in Apartment A could not
7 use air conditioning in the summer of 2018, causing Apartment A to
8 be uninhabitable until the electrical system was upgraded.

9 c. The high moisture exhaust vapor from washer/dryer combination
10 units of Apartment B and Apartment C of the Subject Property were
11 illegally vented into the attics instead of to the outside of the building.
12 Thus, the insulation in the ceiling of the Subject Property is
13 destroyed based on moisture, and the roof plywood of the Subject
14 Property is damaged based on moisture, the electrical system in the
15 attic is damaged based on moisture, and the ceiling is damages
16 based on moisture, and there is fungus and mold in the attic that was
17 caused by the moisture.

18 d. The air conditioning units were expressly represented by TKNR and
19 it's agent Investpro to have been installed by a licensed contractor.
20 However, these air conditioning units were not installed in
21 compliance with the building code, including that the electrical
22 system was not adequate to run the air conditioning units that were
23 installed. There was no permit and no inspection by the City of Las
24 Vegas building and safety department.

25 11. Plaintiff discovered the multiple defects after closing on the property on
26 December 15, 2017.

27 12. Due to the failure of TKNR and Wong, and Lin and Investpro and Nickrandt
28 to disclose the defects set forth above prior to the sale to Plaintiff, Plaintiff

1 has been damaged in an amount in excess of Fifteen Thousand Dollars
2 (\$15,000.00), which amount will be set forth and proven at the time of
3 trial.

4 13. It has been necessary for Plaintiff to retain the services of an attorney and
5 to incur other court costs to prosecute this action. Defendants should be
6 required to pay attorneys' fees and costs incurred by Plaintiff in this action.
7

8 FIRST CAUSE OF ACTION - RECOVERY UNDER NRS CHAPTER 113
9 [Defendants TKNR and Wong]
10

11 14. Plaintiff realleges and incorporates herein all of the allegations previously
12 made in all previous paragraphs as though fully set forth herein.

13 15. Plaintiff is entitled to recover from TKNR and Wong treble the amount
14 necessary to repair or replace the defective part of the property, together
15 with court costs and reasonable attorney's fees.
16

17 SECOND CAUSE OF ACTION - CONSTRUCTIVE FRAUD
18 [Defendants Investpro and Nickrandt]
19

20 16. Plaintiff realleges and incorporates herein all of the allegations previously
21 made in all previous paragraphs as though fully set forth herein.

22 17. WLAB was in a fiduciary or confidential relationship with Investpro and
23 Nickrandt for the purchase of the Subject Property.

24 18. Investpro and Nickrandt's representations set forth above were deceptive
25 or violated the confidence placed in them by WLAB.

26 19. WLAB reasonably relied on Investpro and Nickrandt's deceptive
27 representations set forth above or the expected disclosures from Investpro
28 and Nickrandt which they did not provide.

1 20. Due to the constructive fraud of Investpro and Nickrandt set forth above
2 prior to the sale to Plaintiff, Plaintiff has been damaged in an amount in
3 excess of Fifteen Thousand Dollars (\$15,000.00), which amount will be
4 set forth and proven at the time of trial.

5 21. It has been necessary for Plaintiff to retain the services of an attorney and
6 to incur other court costs to prosecute this action. Defendants should be
7 required to pay attorneys' fees and costs incurred by Plaintiff in this action.
8

9 THIRD CAUSE OF ACTION - COMMON LAW FRAUD

10 [Defendants Investpro and Nickrandt and Lin]
11

12 22. Plaintiff realleges and incorporates herein all of the allegations previously
13 made in all previous paragraphs as though fully set forth herein.

14 23. Defendants Investpro and Nickrandt and Lin made misrepresentations of
15 material fact regarding the Subject Property, as set forth above.

16 24. Defendants Investpro and Nickrandt and Lin had knowledge of the
17 misrepresentations of material fact regarding the Subject Property to
18 WLAB, as set forth above.

19 25. Defendants Investpro and Nickrandt and Lin intended to defraud WLAB.

20 26. WLAB reasonably relied on the misrepresentations of material fact
21 regarding the Subject Property made by Defendants Investpro and
22 Nickrandt and Lin.

23 27. Due to the the misrepresentations of material fact regarding the Subject
24 Property made by Defendants Investpro and Nickrandt and Lin set forth
25 above prior to the sale to Plaintiff, Plaintiff has been damaged in an
26 amount in excess of Fifteen Thousand Dollars (\$15,000.00), which
27 amount will be set forth and proven at the time of trial.

28 28. It has been necessary for Plaintiff to retain the services of an attorney and

1 to incur other court costs to prosecute this action. Defendants Investpro
2 and Nickrandt and Lin should be required to pay attorneys' fees and costs
3 incurred by Plaintiff in this action.
4

5 FOURTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

6 [All Defendants]
7

8 29. Plaintiff realleges and incorporates herein all of the allegations previously
9 made in all previous paragraphs as though fully set forth herein.

10 30. Defendant TKNR, through it's agents Investpro and Nickrandt and Lin
11 made misrepresentations of material fact regarding the Subject Property,
12 as set forth above.

13 31. Defendants Investpro and Nickrandt and Lin made misrepresentations of
14 material fact regarding the Subject Property, as set forth above.

15 32. Defendant Wong is the alter ego of TKNR.

16 31. Defendants' actions constitute Fraudulent Inducement because :

17 (1) A false representation was made to WLAB as set forth above;

18 (2) Defendants Investpro and Nickrandt and Lin had knowledge or belief
19 that, as set forth above, the representations were false or they had
20 knowledge that they had insufficient basis for making the representation;

21 (3) Defendants TKNR and it's agents, intended to induce WLAB to
22 complete the purchase of the Subject Property;

23 (4) WLAB justifiably relied upon the misrepresentation of TKNR and it's
24 agents; and

25 (5) WLAB suffered damages resulting from such reliance.

26 32. WLAB has been damaged as a result of Shawn's fraudulent inducement.

27 33. Due to the the misrepresentations of material fact regarding the Subject
28 Property made by Defendants set forth above prior to the sale to Plaintiff,

1 Plaintiff has been damaged in an amount in excess of Fifteen Thousand
2 Dollars (\$15,000.00), which amount will be set forth and proven at the
3 time of trial.

4 34. It has been necessary for Plaintiff to retain the services of an attorney and
5 to incur other court costs to prosecute this action. Defendants should be
6 required to pay attorneys' fees and costs incurred by Plaintiff in this action.
7

8 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and
9 severally, as follows:
10

- 11 1. For treble the amount necessary to repair or replace the defective part of
12 the property, which amount is in excess of Fifteen Thousand Dollars
13 (\$15,000), plus prejudgment interest from the date of service of the
14 summons and complaint;
- 15 2. For compensatory damages in an amount in excess of \$ 15,000.00 based
16 on WLAB's proof at trial; and
- 17 3. For exemplary and/or punitive damages in the amount of three times the
18 compensatory damages awarded; and
- 19 2. For costs and disbursements of suit;
- 20 3. For reasonable attorneys' fees;
- 21 4. For such other and further relief as the Court may deem just and proper.
22
23

24 /s/ Benjamin B. Childs

25

BENJAMIN B. CHILDS, ESQ.
26 Nevada Bar No. 3946
Attorney for Plaintiff
27
28

EXHIBIT E

EXHIBIT E

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.

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

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

28. **ADDITIONAL TERMS:** _____

Buyer's Acknowledgement of Offer

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

Buyer's Broker: <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

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

4	Authoriser Marie Zhu	Marie Zhu	08/11/2017	2:23 PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
5	Buyer's Signature	Buyer's Printed Name	Date	Time	
6					
7					
8					<input type="checkbox"/> AM <input type="checkbox"/> PM
9	Buyer's Signature	Buyer's Printed Name	Date	Time	

Seller's Response

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

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

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she: X **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 X is not OR- is a foreign person therefore subjecting this transaction to FIRPTA withholding. SELLER(S) INITIALS: CW / 1

X 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.

		T K N R Inc	08/11/2017	10:24 PM <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time	
8/11/2017 10:24:00 PM PDT				
				<input type="checkbox"/> AM <input checked="" type="checkbox"/> 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
Property Address: 2132 HOUSTON DR

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

Rev. 06/17

©2017 Greater Las Vegas Association of REALTORS®

Page 10 of 10

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

InstanetFORMS™

0094

EXHIBIT F

EXHIBIT F

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.





Mechanical Fl...



Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



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



A CENTURY OF SERVICE

Clark County Development Services Department

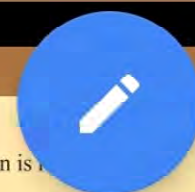
Clark County Development Services Department

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

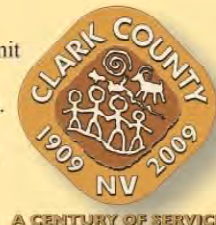
What types of home improvement projects

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.



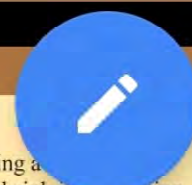
Clark County Development Services Department

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.



Electrical Flyer...

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

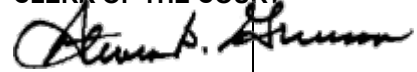
Clark County Development Services Department

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





Burdick Law PLLC
Nikita R. Burdick Esq.
Nevada Bar No. 13384
Kristin L. Gifford, Esq.
Nevada Bar No. 12749
8360 W. Sahara Ave. Suite 250
Las Vegas, Nevada 89117
Telephone: (702) 481-9207
nburdick@burdicklawnv.com
kgifford@burdicklawnv.com
Attorneys for Defendants

**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 Corporation I - X,

Defendants.

Case No.: A-18-785917-C

Dept. No.: 14

**DEFENDANTS' REPLY TO
PLAINTIFF'S OPPOSITION TO
MOTION TO DISMISS OR IN THE
ALTERNATIVE FOR SUMMARY
JUDGMENT OR IN THE ALTERNATIVE
FOR A MORE DEFINITE STATEMENT**

COME NOW Defendants, TKNR INC., a California Corporation ("TKNR"); CHI ON WONG ("WONG"), an individual; KENNY ZHONG LIN ("LIN"), an individual; INVESTPRO LLC, a Nevada Limited Liability Company ("INVESTPRO"), and JOYCE A. NICKRANDT ("NICKRANDT"), an individual (hereinafter collectively referred to as the "Defendants"), by and through their attorney of record, Nikita R. Burdick, Esq., of BURDICK LAW PLLC, and hereby file this Defendants' Reply to Plaintiff's Opposition to Motion to Dismiss or in the

///

///

Alternative for Summary Judgment or in the Alternative for a More Definite Statement, the (“Motion”).

DATED this 4th day of February, 2019

BURDICK LAW PLLC

By /s/ Nikita R. Burdick
Nikita R. Burdick, Esq.
Nevada Bar No. 13384
Kristin L. Gifford, Esq.
Nevada Bar No. 12749
8360 W. Sahara Ave Suite 250
Las Vegas, Nevada 89117
Attorneys for Defendants

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

A. Procedural Overview

Plaintiff’s Opposition to the Motion begins by claiming that the Defendants are filing a frivolous motion for the purpose of delaying the “inevitable trial.” *See* Opp. at p. 1 ¶¶ 24-30. However, NRCP 12(b)(5) and 12(e) are specifically designed to allow the Defendants to respond to a pleading rather than answer the allegations where there is insufficient pleading or there are claims that are asserted against them where relief cannot be granted. These statutes exist to protect Defendants from being dragged into costly litigation and undergoing expensive discovery where there are baseless claims based upon mere conjecture and ambiguous pleading.

B. Ownership of the Subject Property

Plaintiff erroneously claims in the Opposition that the “Defendants KENNY LIN [Lin] and INVESTPRO, LLC are property flippers *who owned* the Subject Property for about 2 years.” *See* Opp. at p. 2 ¶¶ 2-4 (emphasis added). Kenny Lin and Investpro, LLC **never** owned the Subject Property. The mere fact that Kenny Lin and Investpro, LLC may be property

1 flippers does not automatically mean that they owned the Subject Property of this Litigation.
2 The Subject Property was purchased on October 9, 2015 by TKNR Inc. and not by the Lin and
3 Investpro LLC. Lin and Investpro LLC served merely as brokers and property managers to
4 TKNR Inc. for the Subject Property. Additionally, Lin and Investpro LLC ***do not*** own any
5 interest in TKNR Inc. In short, Lin and Investpro LLC never had any ownership interest in the
6 Subject Property.
7

8 TKNR Inc., thereafter, sold the Subject Property to the Plaintiff on December 15, 2017.
9 TKNR Inc. disclosed that it is an investor that never visited and/or lived in the Subject Property.
10 Furthermore, that the HVAC systems were replaced. Even with this knowledge, the Plaintiff
11 waived its right to conduct an inspection and bought the Subject Property “as is.” Almost a
12 year later the Plaintiff is now filing suit.

13 **II. THE CLAIMS SHOULD BE DISMISSED.**

14 **A. This Court Can Consider Documents Referred to in the Complaint.**

15
16 The Plaintiff claims that this Court cannot consider documents such as the Seller
17 Disclosures and the Purchase Agreement, even though the Complaint extensively references
18 the sale of the Subject Property and specifically the Seller Disclosures. In fact, the Seller
19 Disclosures are at the very heart of Plaintiff’s claims. Notably, when a plaintiff’s complaint
20 extensively references a document, it is deemed to be “incorporated by reference” and thus
21 properly considered on a motion to dismiss. *Van Buskirk v. Cable News Network, Inc.*, 284 F.3d
22 977, 980 (9th Cir. 2002). “Under the ‘incorporation by reference’ rule . . . , a court may look
23 beyond the pleadings without converting to the Rule 12(b)(6) motion into one for summary
24 judgment.” *Id.*; see also *Parks School of Business, Inc. v. Symington*, 51 F.3d 1480, 1484 (9th
25 Cir. 1995) (“When a plaintiff has attached various exhibits to the complaint, those exhibits may
26 be considered in determining whether dismissal was proper without converting the motion to
27 one for summary judgment.”) (citation omitted); *Branch v. Tunnell*, 14 F.3d 449, 453 (9th Cir.
28

1994) (“a document is not ‘outside’ the complaint if the complaint specifically refers to the document and if its authenticity is not questioned.”). As such, this Court can consider the Seller Disclosures, Purchase Agreement and Plaintiff’s Waiver of Inspection.

B. First Cause of Action for Recovery Under NRS Chapter 113 Against TKNR and WONG Should be Dismissed Or in the Alternative Summarily Adjudged in favor of the Defendants.

The Complaint makes specific reference to the Seller Disclosures extensively. Additionally, the Plaintiff does not dispute the authenticity of the Seller Disclosures. As such, this Court can consider the Seller Disclosures that are attached as **Exhibit 1** to the Motion.

The Complaint and Opposition fail to indicate what “defect” Defendants TKNR and WONG failed to disclose. All that we can glean from the Complaint is the following:

- **Compl. at ¶ 10.a:** *There was no permit and inspection done by the City of Vegas for extensive renovation work which TKNR, through its property manager and agent Investpro, had performed.*
 - First, Plaintiff has not identified what permit or inspection that Defendants TKNR and WONG were even required to obtain. Additionally, Defendants did not disclose obtaining a permit because they were not required to obtain any permits or inspections for the minor work conducted.
- **Compl. at ¶ 10.a:** *Failure to increase the electrical upload when installing the new HVAC systems. Compl. at ¶ 10.c:* *high moisture exhaust vapor from washer/dryer combination caused fungus and mold.*
 - Defendants disclosed that they installed new HVAC system and it was conducted by licensed contractors. Moreover and notable, Plaintiff waived their right to inspect the HVAC systems and the Subject

1 Property and bought the Property “as is: even with this disclosure. *See*
2 **Exhibit 2** and **3** to the Motion. An inspection would have revealed any
3 alleged defects. NRS 113.140 requires the Plaintiff to exercise
4 reasonable care to protect himself or herself. Plaintiff argues in the
5 Opposition that he conducted, personally, a “non-intrusive” inspection
6 of the Property. Plaintiff was permitted to hire a licensed inspector to
7 conduct a full inspection, which would have included an inspection of
8 the HVAC and electrical systems. Plaintiff chose not to have a licensed
9 inspector inspect the Property and these systems.

- 10 • **Compl. at ¶ 10.d:** *The air conditioning units were not installed by a licensed*
11 *contractor.*
 - 12 ○ The HVAC systems were installed by a licensed contractor. *See Exhibit*
13 *4* to the Motion.
- 14 • **Finally, Compl. at ¶ 11:** *Plaintiff generally states that they discovered*
15 *“multiple defects.”*
 - 16 ○ Defendants are unaware of these alleged defects as the Complaint does
17 not indicate what they are except for the ones mentioned above and
18 responded to. Maio’s declaration to the Opposition does not provide
19 any additional and alleged defects that should have been disclosed.
20 However, if this Court holds that the Declaration provides such
21 additional sufficiency then Plaintiff should be required to provide such
22 detailed statements in the Complaint.

23 Ultimately, the Plaintiff had a duty to exercise reasonable care to protect himself. NRS
24 113.140. However, Plaintiff waived its right to conduct an inspection with a licensed inspector
25 and specifically of the systems they are claiming defects for – HVAC and Electrical. Rather
26 Plaintiff bought the Property “as is.” The Defendants disclosed all known defects. Therefore,
27
28

1 the first claim for Recovery Under NRS Chapter 113 Against Defendant TKNR and Wong
2 should be dismissed.

3 **C. The Fraud Claims Should be Dismissed Against the Property Manager and**
4 **Broker Defendants.**
5

6 Plaintiff ignores the fact that claims involving fraud, the circumstances constituting the
7 alleged fraud *must be stated with particularity*. NEV. R. CIV. PRO. 9(b). In order to support a
8 fraud claim, a complaint must contain factual allegations consisting of all of the following
9 elements:

10 • **a false representation of a material fact;**
11

12 Plaintiff does not allege what representation the Property Manager and Broker
13 Defendants stated that were false. Rather, Plaintiff just points to alleged and seemingly defects
14 that were not disclosed. Moreover, the Plaintiff lumps all Defendants together claiming that all
15 Defendants made false representations on the Seller Disclosures to try and broadly assert a claim
16 for fraud. As noted in the *Davenport* decision, Plaintiff is required to differentiate its allegations
17 when suing multiple defendants. *See Davenport* 2014 WL 1318964 at * 1, * 2.

18 For Defendant Nickrandt, the Complaint does not contain any allegations of fraudulent
19 representations made by Nickrandt. Rather, the Opposition claims that Nickrandt is liable under
20 fraud claims merely because she is the licensee of Investpro. *See* FN. 2 of the Opp.

21 For Defendant Lin, the Complaint only claims that he assisted the Plaintiff with the
22 Disclosures and further that because he was the Property Manager he had knowledge of the
23 alleged defects. The standard and typical scope of duties for a Property Manager is to order
24 repairs on behalf of the owner. Moreover, it is within the scope of the Broker's duties to prepare
25 documents related to the Transaction, such as the Seller Disclosures. If merely acting as the
26 Property Manager and Broker could create liability because the Seller did not disclose certain
27 and alleged defects then Property Managers and Brokers would be brought into every litigation
28

1 with the owner. The law recognizes this and specifically provides that Property Managers and
2 Brokers are not liable for insufficient Seller Disclosures. *See* NRS 645.259 providing that a
3 licensee may not be held liable for misrepresentations made by their client in the Seller
4 Disclosures.

- 5 • **(2) the representation was made with the knowledge of the representation's**
6 **falsity or without sufficient knowledge to warrant the representation:**
7

8 The Property Manager and Broker Defendants did not have knowledge of the alleged
9 defects, especially where the false representations regarding the alleged defects made by each
10 Defendant is not particularity plead. Plaintiff claims that merely being the Property Manager and
11 Broker of record made them aware of the alleged defects. Such allegation is not pleading with
12 particularity.

13 For these reasons and those further argued in the Motion, the Fraud Claims should be
14 dismissed against the Property Manager and Broker Defendants. Alternatively, this Court should
15 require the Plaintiff to provide more definite statements as to what false representations each
16 Defendant made.

17 **D. The Fraud Claims Should be Dismissed Against TKNR and WONG.**
18

19 Here, the Plaintiff does not point to any *statements* made by TKNR and WONG that were
20 false. Rather, the Plaintiff essentially claims that the Seller Disclosures did not provide all known
21 disclosures and such alleged lack of disclosure amounts to a “false representation” rather than
22 just alleged insufficient disclosures. Moreover, the Plaintiff does not differentiate which of the
23 multiple Defendants made particular statements of falsity. *See Haskin*, 995 F.Supp. at 1439
24 (requiring Plaintiff to differentiate their allegations between multiple defendants when alleging
25 fraud claims). As argued in this Reply, Defendants TKNR and WONG made all known
26 disclosures in the Seller Disclosures.
27
28

1 **III. MORE DEFINITE STATEMENT.**

2 Defendants may argue in the alternative. If this Court decides not to dismiss the
3 Complaint, then the Defendants are respectfully requesting that this Court require the Plaintiff
4 to provide more definite statements in the Complaint. First, the Plaintiff should plead all the
5 “alleged defects” that the Plaintiff failed to disclose. Next, the Plaintiff should plead with
6 particularity for the Fraud Claims. Specifically, the Plaintiff needs to identify which Defendant
7 made what affirmative and false representation with knowledge of its falsity. Moreover, merely
8 preparing the Seller Disclosures and/or being the licensee on record is not particular pleading
9 for the Fraud Claims nor does it warrant liability under the Fraud Claims.
10

11 **IV. CONCLUSION**

12 For the forgoing reasons this Honorable Court should grant Defendants’ Motion for
13 Dismissal of Plaintiff’s Complaint, or in the Alternative for Summary Judgment or in the
14 Alternative for a more definite statement.
15

16 Dated this 4th day of February 2019.

17 BURDICK LAW PLLC
18

19 By /s/ Nikita R. Burdick
20 Nikita R. Burdick, Esq.
21 Nevada Bar No. 13384
22 Kristin L. Gifford, Esq.
23 Nevada Bar No. 12749
24 8360 W. Sahara Ave. Suite 250
25 Las Vegas, Nevada 89117
26 Attorneys for Defendants
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Benjamin B. Childs, Esq.
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Phone: (702) 251-0000
Fax: (702) 384-1119
Attorneys for Plaintiff

9

Location : District Court Civil/Criminal Help

W L A B Investment LLC, Plaintiff(s) vs. TKNR Inc, Defendant(s) §
§
§
§
§
§
§
§
§

Case Type: **Other Real Property**
Date Filed: **12/11/2018**
Location: **Department 14**
Cross-Reference Case Number: **A785917**
Supreme Court No.: **82835**
83051

Defendant	Chen, Liwe Helen <i>Also Known As</i> Chen, Helen	Lead Attorneys Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Cheng, Man Chau	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Investpro Investments I LLC	Nikita R. Pierce <i>Retained</i> 702-481-9207(W)
Defendant	Investpro LLC <i>Doing Business As</i> Investpro Realty	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Investpro Manager LLC	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Lin, Zhong Kenny <i>Also Known As</i> Lin, Chong Kenny <i>Also Known As</i> Lin, Ken Zhong <i>Also Known As</i> Lin, Kenneth Zhong <i>Also Known As</i> Lin, Kenny Zhong <i>Also Known As</i> Lin, Whong K <i>Also Known As</i> Lin, Zhong	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Nickrandt, Joyce A	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	TKNR Inc	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Wong, Chi On <i>Also Known As</i> Wong, Chi Kuen	Michael B. Lee <i>Retained</i> 702-477-7030(W)
Defendant	Zhang, Yan Qiu	Michael B. Lee <i>Retained</i> 702-477-7030(W)

Plaintiff **W L A B Investment LLC****Steven L. Day**
Retained
7023093333(W)

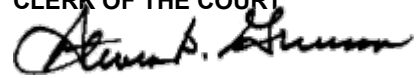
EVENTS ☐ ORDERS OF THE COURT

02/07/2019 | **All Pending Motions** (9:30 AM) (Judicial Officer Escobar, Adriana)**Minutes**

02/07/2019 9:30 AM

- Mr. Pierce stated he represents the five defendants and the Plaintiff does not allege any false allegations by the licensed broker defendants. Mr. Childs argued that there were permits and inspections required, which were not done. Additionally, electrical, plumbing and natural gas lines were worked on without permits. This work was not disclosed to the buyer, which was fraudulent. Following further arguments by counsel. COURT ORDERED, motion DENIED as to Motion for Summary Judgment and Motion to Dismiss. FURTHER, motion for a more definite statement or amended complaint is GRANTED. Mr. Childs stated this will be filed within fourteen days. The Court advised that once there is Discovery and detail in the amended complaint, defendant may file an amended answer.

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



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.

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

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

AMENDED
COMPLAINT

Comes now Plaintiff W L A B Investment, LLC [hereinafter WLAB or Plaintiff]
and files this AMENDED COMPLAINT and for its causes of action states as follows:

PLAINTIFF'S ALLEGATIONS OF FACT

A. IDENTITY OF DEFENDANTS

1. Defendant TKNR, INC, [hereinafter TKNR] was at all relevant times a California Corporation doing business in Clark County, Nevada.

- 1 2. INVESTPRO LLC was at all relevant times a Nevada Limited Liability
2 Company dba INVESTPRO REALTY [hereinafter Investpro]. Investpro is a
3 real estate brokerage holding Nevada license # B.0144660.llc and a property
4 management company holding Nevada license # PM.0166824.bkr, which
5 licenses are registered to JOYCE A. NICKRANDT [herinafter Nickrandt].
6 3. Nickrandt is a Nevada resident who, during all time relevant hereto, made
7 direct factual representations as TKNR's agent, WLAB's agent and Investpro's agent.
8 At all times relevant to this case, Nickrandt was a manager of Investpro.
9 4. CHI ON WONG aka CHI KUEN WONG [hereinafter Wong] is a California resident who
10 owns and controls TKNR, INC and is the alter ego of TKNR. TKNR was and is
11 influenced and governed by Wong. There must is such a unity of interest and ownership
12 between Wong and TKNR that one is inseparable from the other. Adherence to the fiction
13 of separate entity between Wong and TKNR would sanction a fraud or promote injustice.
14 5. ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN ZHONG LIN aka KENNETH
15 ZHONG LIN aka WHONG K.LIN aka CHONG KENNY LIN aka ZHONG
16 LIN [hereinafter Lin] is a Nevada resident who, during all time relevant hereto, made
17 direct factual representations set forth below as both TKNR's agent and Investpro's Chief
18 Executive Officer and agent. At all times relevant, Lin was also Chief Executive Officer
19 of INVESTPRO INVESTMENT LLC and INVESTPRO MANAGER LLC. Lin is also
20 founding chairman of INVESTPRO MANAGER LLC. Lin is also the Chairman and
21 founder of Investpro.
22 6. YAN QIU ZHANG is a Nevada resident who, during all time relevant hereto, was a
23 manager and registered agent of Investpro.
24 7. LIWEI HELEN CHEN aka HELEN CHEN [Chen] is a Nevada resident who, during
25 all time relevant hereto, was a real estate agent employed, associated and/or the agent of
26 Investpro who represented Plaintiff as the buyer of the Subject Property. Chen was the
27 buyer's agent, representing Plaintiff.
28

- 1 8. INVESTPRO INVESTMENTS I LLC was at all relevant times a Nevada Limited
2 Liability Company. INVESTPRO INVESTMENTS I LLC is the Flipping Fund described
3 in below.
- 4 9. INVESTPRO MANAGER LLC was at all relevant times a Nevada Limited Liability
5 Company. INVESTPRO MANAGER LLC presented and solicited investors for the
6 Flipping Fund described below. INVESTPRO MANAGER LLC managed Investpro
7 INVESTMENTS I LLC, the Flipping Fund, and also managed the renovation project of the
8 Subject Property prior to the sale of the Subject Property to Plaintiff. INVESTPRO
9 MANAGER LLC used TKNR as a sham owner of the Subject Property while in reality
10 INVESTPRO MANAGER LLC retained control of all decisions regarding the Subject
11 Property.
- 12 10. MAN CHAU CHENG is a Nevada resident who, during all time relevant hereto, was a
13 manager of INVESTPRO MANAGER LLC and was a founder of INVESTPRO
14 MANAGER LLC.
- 15 11. The true names of Defendants DOES 1 through 5 and ROE CORPORATIONS I - X,
16 inclusive, are unknown to Plaintiff at this time. Plaintiff sues those Defendants by such
17 fictitious names pursuant to NRCP 10 (a). Plaintiffs are informed and believe, and based
18 on that information and belief allege, that each of the Defendants designated as a DOE or
19 ROE is legally responsible for the events and happenings referred to in this complaint,
20 and/or unlawfully caused the injuries and damages to Plaintiff alleged in this complaint, or
21 who have an interest in the subject property as set forth below. When their true names
22 and capacities of Doe or Roe Defendants are ascertained Plaintiff, if appropriate, will
23 amend his Complaint accordingly to insert the correct name and capacity herein.
- 24 12. The true names of Defendants DOES 6 through 10 and ROE CORPORATIONS XI -XX,
25 inclusive, are unknown to Plaintiff at this time. Plaintiff sues those Defendants by such
26 fictitious names pursuant to NRCP 10 (a). Plaintiffs are informed and believe, and based
27 on that information and belief allege, that each of the Defendants designated as a DOE or
28 ROE were the recipients of the assets immediately before, at or following the dissolution

1 of Investpro INVESTMENTS I LLC in violation of NRS CHAPTER 112 - Uniform
2 Fraudulent Transfer Act. When their true names and capacities of Doe or Roe Defendants
3 are ascertained Plaintiff, if appropriate, will amend his Complaint accordingly to insert the
4 correct name and capacity herein.

5 13. The true names of Defendants DOES 11 through 15 and ROE CORPORATIONS XXI -
6 XXX, inclusive, are unknown to Plaintiff at this time. Plaintiff sues those Defendants by
7 such fictitious names pursuant to NRCP 10 (a). Plaintiffs are informed and believe, and
8 based on that information and belief allege, that each of the Defendants designated as a
9 DOE or ROE were the recipients of the assets immediately before, at or following the
10 dissolution of TKNR in violation of NRS CHAPTER 112 - Uniform Fraudulent Transfer
11 Act. When their true names and capacities of Doe or Roe Defendants are ascertained
12 Plaintiff, if appropriate, will amend his Complaint accordingly to insert the correct name
13 and capacity herein

14 14. This Court has jurisdiction and authority to issue judgment in this matter per NRS 13.010.

15
16 B. TRANSACTIONS RESULTING IN THIS LAWSUIT
17

18
19 15. That on or about December 15, 2017 TKNR sold Plaintiff a parcel of real property with a
20 residential rental Unit A, Unit B and Unit C on it, specifically the real property located at
21 2132 Houston Dr Las Vegas, NV, referred to herein as the Subject Property. The Subject
22 Property is a residential rental income multifamily apartment.

23 16. Investpro was at all relevant times the property manager on behalf of INVESTPRO
24 MANAGER LLC and/or TKNR from September 30, 2015 to December. 15, 2017, on
25 behalf of Plaintiff from Dcember 15, 2017 to July 30, 2018 for the Subject Property.

26 17. Lin is the manager of a Flipping Fund and also represents himself as the "CEO of
27 Investpro Investment LLC & Investpro Manager LLC". The Flipping Fund is represented
28 in promotional material as follows :

1 FLIPPING FUND

2 INVESTPRO INVESTMENTS I LLC

3 PRESENT BY INVESTPRO MANAGER LLC

4 KENNY LIN

5 Phone : +1 (702) 726-0000

6 Email : zhong.kenny@gmail.com

- 7 1. TERM : 1-3 YEARS
- 8 2. MINIMUM UNITS: \$50,000 MINIMUM, \$1000 PER UNIT.
- 9 3. USE OF FUND: FLIPPING RESIDENTIAL PROPERTIES IN LAS VEGAS.
- 10 4. RETURNS: 8 % PREFERRED PER ANNUL PAYS EVERY QUARTER,
- 11 HEN AFTER ALL MONEY RETURNED TO INVESTORS, THE NET
- 12 PROCEED SPLIT 75% TO INVESTORS AND 25 % TO MANAGER LLC.
- 13 5. WITHDRAW: NO WITHDRAW WITHIN 1ST 12 MONTH , AFTER
- 14 THAT YOU CAN RESALE YOUR SHARE OR COMPANY WILL
- 15 BUY IT BACK.

16 CLOSE OUT DATE: DEC. 31,2015

17 WHAT'S FLIPPING FUND?

18 Flipping Fund is established by Investro Investments Foundation. The fund will be
19 investing on purchasing value increasing real estates in Las Vegas. Once reached
20 the term, the property will be sold out. Profits will be put back into the fund for
21 investing another property.

- 22
- 23 18. INVESTPRO INVESTMENTS I LLC is the business entity used by Lin for the Flipping
- 24 Fund. Lin is the Chief Executive Officer of INVESTPRO INVESTMENTS I LLC.
- 25 19. INVESTPRO MANAGER LLC is the business entity used by Lin to present and solicit
- 26 investors and funds to the Flipping Fund. INVESTPRO MANAGER LLC was also the
- 27 project manager for renovation of the Subject Property as described below. Lin is the
- 28 Chief Executive Officer of INVESTPRO MANAGER LLC.

- 1 20. Prior to the sale of the Subject Property, INVESTPRO MANAGER LLC performed as a
2 general contractor without being licensed as a general contractor in that INVESTPRO
3 MANAGER LLC identified scope of renovation, demolition, and construction work,
4 managed the renovation, demolition, and construction work on the Subject Property from
5 soliciting subcontractors bids, evaluating bids from subcontractor, awarding contracts to
6 subcontractors, monitoring subcontractor work and paying subcontractors, handypersons
7 and unlicensed workers. INVESTPRO MANAGER LLC contracted for extensive
8 renovation, demolition, and construction work on the Subject Property.
- 9 21. INVESTPRO MANAGER LLC was the project manager for the renovation of the Subject
10 Property.
- 11 22. Investpro was also the real estate broker in the sale, representing both the buyer [WLAB]
12 and the seller [TKNR].
- 13 23. TKNR and it's agent Investpro marketed and listed for sale.
- 14 24. Seller's Real Property Disclosure Form was prepared, presented and initialed by Lin on or
15 about August 7, 2017.
- 16 25. TKNR failed to disclose one or more known condition(s) that materially affect(s) the value
17 or use of the Subject Property in an adverse manner, as required by NRS Chapter 113, in a
18 particular NRS 113.130.
- 19 26. TKNR and it's agent Investpro marketed and listed the Subject Property for sale.
- 20 27. Factual statements from the August 7, 2017 Seller Real Property Disclosure Form
21 (SRPDF) are set forth in Paragraph 31 and the subsections thereof state whe the
22 disclosures were either inadequate or false. The SRPDF states that it was prepared,
23 presented and initialed by Kenny Lin.
- 24 28. All work on the Subject Property which is complained of herein was performed at the
25 direction of INVESTPRO MANAGER LLC and Investpro, as TKNR's agent. Further,
26 all work on the Subject Property which is complained of herein occurred within two years
27 prior to the sale to Plaintiff and while the Subject Property was under TKNR's ownership
28

1 and INVESTPRO MANAGER, LLC's control.

2 29. Since the Subject Property is a residential rental apartment, to protect tenants and
3 consumers, the applicable local building code requires all renovation, demolition, and
4 construction work must be done by licensed contractors with permits and inspections to
5 ensure compliance with the Uniform Building Code [UBC].

6 30. INVESTPRO MANAGER LLC is not a Nevada licensed general contractor.

7 31. Defendants Lin, Investpro, as TKNR's agent, TKNR, Wong and INVESTPRO
8 MANAGER LLC, as the true owner of the Subject Property, did not disclose any and all
9 known conditions and aspects of the property which materially affect the value or use of
10 residential property in an adverse manner, as itemized below.

11
12 a. SRPDF stated that Electrical System had no problems or defects.

13 The fact is that many new electric lines were added and many old electric lines
14 were removed by Investpro Manager LLC . The swamp coolers that were removed
15 were supplied by 110 volt power supply lines. Investpro Manager LLC first added
16 one 220v power supply line for one new 5 ton heat pump package unit on one roof
17 top area for the whole building for Unit A. Unit B and Unit C.

18 Investro Manager, LLC then removed the one year old 5 ton heat pump packaged
19 unit from the roof top with power supply lines and added two new 220v power
20 supply lines for two new 2 ton heart pump package units, one each for Unit B and
21 Unit C.

22 Inestpro Manager, LLC then added one new 110 volt power supply line for two
23 window cooling units for Unit A. The electrical system load for Unit A was
24 increased due to the installation of two new cooling units and required 100 amp
25 service, but the electrical service was not upgraded to 100 amp service from the
26 existing 50 amp service. Failure to upgrade the electrical service caused the fuses to
27 be blown out multiple times during the cooling seasons of 2018. The tenants in
28

1 Unit A could not use air conditioning units in cooling seasons of 2018, causing
2 Unit A to be uninhabitable until the Unit A electrical supply panel was upgraded to
3 100 amp service.

4 All the electrical supply line addition and removal work were performed without
5 code required electrical load calculation, permits and inspections. To save money,
6 minimize flipping cost, minimize flipping time, maximize flipping fund profits,
7 Investpro Manager LLC used unlicensed and unskilled workers to do the electrical
8 work and used low quality materials used inadequate electrical supply lines.

9 Further, to save money, minimize flipping cost, minimize flipping time, maximize
10 flipping fund profits, Investpro Manager LLC used unskilled workers who did not
11 know the UBC requirements to do the electrical work This substandard work may
12 lead electrical lines to overheat and cause fires in the attic when tenant electrical
13 load is high.

14 Further, to save money, minimize flipping cost, minimize flipping time, maximize
15 flipping fund profits, Investpro Manager LLC used unskilled workers who did not
16 know the UBC requirements to do the electrical work. The outlets near the water
17 faucets in kitchens, bathrooms and laundry areas were not GFCI outlets as required
18 by the UBC.

19
20
21 b. SRPDF stated that Plumbing System had no problems or defects.

22 The fact is that that within two years prior to the sale to Plaintiff, Investpro
23 Manager LLC removed and plugged swamp cooler water supply lines without
24 UBC required permits and inspections. To save money, minimize flipping cost,
25 minimize flipping time, and maximize flipping fund profits, Investpro Manager
26 LLC used unlicensed and unskilled workers who just plugged high pressure water
27 supply lines at rooftop instead of at ground level and who did not remove the water
28 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

1 and break the copper line and lead flooding in the whole building.

2 Further, to save money, minimize flipping cost, minimize flipping time, and
3 maximize flipping fund profits, Investpro Manager LLC used unlicensed and
4 unskilled workers to remove and plug natural gas lines for the natural gas wall
5 furnaces without UBC required permits and inspections.

6 Further, to save money, minimize flipping cost, minimize flipping time, and
7 maximize flipping fund profits, Investpro Manager LLC used unlicensed and
8 unskilled workers with little knowledge of natural gas pipe connection
9 requirements. The unlicensed and unskilled workers used the wrong sealing
10 materials and these sealing materials may degrade and lead to natural gas leaks and
11 accumulation inside the drywall and the attic which may cause an explosion or fire.

12 Further, to save money, minimize flipping cost, minimize flipping time, and
13 maximize flipping fund profits, Investpro Manager LLC used unlicensed and
14 unskilled workers to completely renovate all three bathrooms in the Subject
15 Property without UBC required permits and inspections. Some faucets and
16 connections behind tile walls and drywall leak and are causing moisture conditions
17 behind tile walls and drywalls.

18
19 c. SRPDF stated that Sewer System and line had no problems or defects.

20 The subject property was built in 1954. Clay pipes were used at that time for
21 sewer lines. Before the sale, within few days after tenants moved into apartment
22 Unit B, they experienced clogged sewer line which caused the bathrooms to be
23 flooded. The tenants called Investpro to ask them to fix the clogged pipes and
24 address the flooding issues. After this report, Investpro asked tenants to pay to hire
25 plumber to snake the sewer line. After tenants threatened to call the Las Vegas
26 code enforcement office, to save money, minimize flipping cost, minimize flipping
27 time, and maximize flipping fund profits, Investpro used unlicensed and unskilled
28 workers to snake the clay sewer pipes. Licensed contractors must be hired to snake

1 sewer pipes as code required. This approach to clearing the clog may break the
2 clay sewer pipes and cause future tree root grown into sewer lines and clogs in
3 sewer lines.
4

5 d. SRPDF stated that Heating System had problems or defects.

6 No full explanation was provided, as required. Investro Manager, LLC disabled
7 natural gas heating system without UBC required permits and inspections. To save
8 money, minimize flipping cost, minimize flipping time, and maximize flipping
9 fund profits, Investpro Manager LLC used unlicensed and unskilled workers with
10 little knowledge about natural gas pipe connection requirements. They used the
11 wrong sealing materials and these sealing materials may degrade and lead to a
12 natural gas leak inside the drywall and the attic and may cause an explosion or fire.
13 Further, Investpro Manager LLC installed two electrical heat pump heating
14 systems without UBC required permits and inspections for Unit B and Unit C. The
15 Unit A does not have an electrical heat pump heating system nor a natural gas wall
16 furnace heating system now. Unit A has to use portable electrical heaters.
17

18 e. SRPDF stated that the Cooling System had problems or defects

19 No full explanation was provided, as required. Investro Manager, LLC removed
20 old swamp cooler systems without UBC required permits and inspections. To save
21 money, minimize flipping cost, minimize flipping time, and maximize flipping
22 fund profits, Investpro used unlicensed and unskilled workers to disconnect water
23 supply lines, cover swamp cooler ducting holes, and disconnect 110V electrical
24 supply lines.
25

26 Further, as early as March of 2016, Investro Manager, LLC hired Air Supply
27 Cooling to install one five ton new heat pump package unit with new rooftop
28 ducting systems on one roof area to supply cooling and heating air to the whole

1 building consisting of Unit A, Unit B and Unit C without UBC required weight
2 load and wind load calculations, permits and inspections. The five ton heat pumps
3 package unit was too big, too heavy and had control problems. To save money,
4 minimize flipping cost, minimize flipping time, and maximize flipping fund
5 profits, Investpro Manager LLC also used unlicensed and unskilled workers to
6 remove the one year old five ton heat pump package unit with ducting system
7 without UBC required permits and inspections. All of this work was done without
8 UBC required structural calculation, permits and inspections.

9 Further, in early June, 2017, Investro Manager, LLC hired The AIR TEAM to
10 install two new two ton heat pump package units, one each for Unit B and Unit C.
11 Invespro Manager, LLC also used unlicensed and unskilled workers to install two
12 window cooling units in Unit A's exterior walls. All of the above work was done
13 without UBC required permits and inspections.

14 Further, to save money, minimize flipping cost, minimize flipping time, and
15 maximize flipping fund profits, Investro Manager, LLC did not replace the old,
16 uninsulated swamp cooler ducts with new insulated HVAC ducts as the UBC
17 required. This resulted in the heat pump package units being overloaded and
18 damaged during cooling season because cool air was heated by uninsulated attic
19 hot air before delivering the cooled air to the rooms. The old, uninsulated swamp
20 cooler ducts were also rusted and leaked due to high moisture air from the
21 bathroom vent fans and the clothes washer/dryer combination unit exhaust vents.
22 The heat pumps would run all the time but still could not cool the rooms.

- 23
24 f. SRPDF stated that Smoker detector had no problems or defects
25 During Plaintiff's inspection at August 10, 2017 afternoon, some smoke detectors
26 were missing.
27
28

1 g. SRPDF stated that no Previous or current moisture conditions and or water
2 damage.

3 To save money, minimize flipping cost, minimize flipping time, and maximize
4 flipping fund profits, Investro Manager, LLC used unlicensed and unskilled
5 workers to vent high moisture bathroom fan exhaust and washer/dryer
6 combination unit exhaust into the ceiling attic area instead of venting outside the
7 building roof without UBC required permits and inspections. The improper
8 ventings caused high moisture conditions in ceiling attic and water damages in
9 ceiling and attic. The high moisture conditions in the ceiling attic destroyed ceiling
10 attic insulations, damaged the roof decking, damaged roof trusses and damaged
11 roof structure supports.

12 To saving money, minimize flipping cost, minimize flipping time, and maximize
13 flipping fund profits, Investpro Manager LLC used unlicensed and unskilled
14 workers to complete renovation to all three bathrooms without UBC required
15 permits and inspections. Some faucets and connections behind tile walls and
16 drywall leaks and caused moisture conditions behind tile walls and drywalls.

17
18 h. SRPDF stated that there was no structure defect.

19 Investpro Manager LLC added one new five ton heat pump package unit with
20 ducting systems on the one roof top area for the whole building in early March,
21 2016 without UBC required weight load and wind load calculation, permits and
22 inspections. Due to the five ton heat pump package unit being too big, too heavy
23 and having control problems to save money, minimize flipping cost, minimize
24 flipping time, and maximize flipping fund profits, Investro Manager, LLC used
25 unlicensed and unskilled workers to remove the one year old five ton heat pump
26 package unit with part of the ducting system again without UBC required permits
27 and inspections. Investpro Manager LLC added two new two ton heat pump
28 package units on the two roof top areas for Unit B and Unit C with new ducting

1 systems without UBC required weight load and wind load calculation, permits and
2 inspections.

3 Further, to save money, minimize flipping cost, minimize flipping time, and
4 maximize flipping fund profits, Investpro Manager LLC used unlicensed and
5 unskilled workers to open two new window holes on exterior walls for two
6 window cooling units in Unit A without UBC required structure calculation,
7 permits and inspections. This work damaged the building structure.

8 Further, the moisture condition behind tile walls and drywall due to faucets leaking
9 damaged the building structure.

10 Further, Investpro Manager LLC's unlicensed and unskilled workers used the
11 space between two building support columns as a duct to vent high moisture
12 exhaust from the washer/dryer combination unit exhaust vent from Unit A without
13 UBC required permits and inspections and this damaged the building structure.

14 The recent inspection of the exterior wall found multiple cracks which indicates
15 structural problems caused by the heavy load on the roof.

- 16
17
18 i. SRPDF marked Yes and NO for construction, modification, alterations or repairs
19 made without required state, city or county building permits.

20 Defendants Lin, Investpro, as TKNR's agent, TKNR, and Wong did not provide
21 detailed explanations. All renovation, demolition, and construction work was
22 done by Investpro Manager LLC using unlicensed, and unskilled workers without
23 UBC required weight load and wind load calculations, permits and inspections.

- 24
25 j. SRPDF stated that there were not any problems with the roof.

26 The roof of the Subject Property was damaged by changing roof top HVAC units
27 and ducting systems multiple times from October, 2015 to June, 2017. Investpro
28 Manager LLC removed the existing swamp coolers from roof top and covered the

1 swamp coolers ducting holes. Investpro Manager LLC added a five ton heat pump
2 package unit with a new ducting system on one roof top area in March, 2016.
3 Investpro the removed the one year old five ton heat pump package unit with part
4 of the ducting system from the one roof top area in June, 2017. Then Investpro
5 Manager LLC added two two ton heat pump package units on the two roof top
6 areas in June, 2017. The work damaged the roof of the Subject Property to such an
7 extent that when it rains the roof leaks. All of this renovation, demolition, and
8 construction work was done without UBC required weight load and wind load
9 calculations, permits and inspections and this damaged the building roof structure.

10
11 k. SRPDF stated that no there were not any fungus or mold problems.

12 To save money, minimize flipping cost, minimize flipping time, and maximize
13 flipping fund profits, Investpro Manager LLC vented the bathroom high moisture
14 fans and the washer/dryer combination unit exhaust vents into the ceiling and attic
15 without venting outside of the roof. All of this renovation, demolition, and
16 construction work was done without UBC required permits and inspections and
17 this damaged the building structure. After the purchase of the Subject Property,
18 Plaintiff discovered black color fungus mold was found inside ceiling and attic.

19
20 l. SRPDF stated that there were not any other conditions or aspects of the property
21 which materially affect its value or use in an adverse manner.

22 i. Problems with flooring.

23 To save money, minimize flipping cost, minimize flipping time, and
24 maximize flipping fund profits, Investpro Manager LLC used unlicensed
25 and unskilled workers to lay low quality cheap ceramic tiles on the loose
26 sandy ground rather than on a strong, smooth, concrete floor base. Within
27 few months after tenants moving into the Subject Property, mass quantities
28 of floor ceramic tiles cracked and the floor buckled. These cracked ceramic

1 tiles may cut tenants' toes and create a trip and fall hazard. These are code
2 violations had to be repaired before the units could be rented to tenants. The
3 plaintiff has to spend lot money to replace all ceramic tile floor in Unit C
4 with vinyl tile floor.

5 ii. Problems with the land/foundation.

6 Within few months after tenants moved into the Subject Property in 2017,
7 large quantities of floor tiles cracked and the floor buckled. This indicated
8 that there may have foundation problems likely due to heavy loads by the
9 new HVAC systems and the venting of moisture into the ceiling and attic.
10 Too much weight loads on the walls caused exterior wall cracking.

11 iii. Problems with closet doors.

12 To save money, minimize flipping cost, minimize flipping time, and
13 maximize flipping fund profits, Investpro Manager LLC used unlicensed
14 and unskilled workers to install closet doors with poor quality for Unit C,
15 all closet doors fell down in three months after tenant move into Unit C.

16 32. Plaintiff discovered the multiple defects and false or inaccurate statements, as set forth
17 above, after purchasing the property on December 15, 2017,.

18 33. After selling the property to Plaintiff, TKNR filed a dissolution with the State of
19 California in September, 2018 and it is unknown at this time to whom TKNR disbursed its
20 assets in the dissolution.

21 34. The assets distributed by TKNR as part of it's dissolution were all of TKNR's assets and
22 were disbursed with the intent to default Plaintiff..

23 35. Investpro Investments I LLC filed a dissolution with the State of Nevada on January 28,
24 2019, after the initial Complaint was served. It is unknown at this time to whom Investpro
25 Investments I LLC disbursed its assets in the dissolution.

26 36. The assets distributed by Investpro Investments I LLC as part of it's dissolution were all of
27 Investpro Investments I LLC's assets and were disbursed with the intent to defraud
28

1 Plaintiff.

2
3 FIRST CAUSE OF ACTION - RECOVERY UNDER NRS CHAPTER 113

4 [Defendants TKNR, Wong, and INVESTPRO MANAGER LLC]
5

6 37. Plaintiff realleges and incorporates herein all of the allegations previously made in all
7 previous paragraphs as though fully set forth herein.

8 38. Due to the false or inaccurate statements of TKNR, Wong, and INVESTPRO MANAGER
9 LLC as the true owner of the Subject Property, and/or the failure to disclose the defects set
10 forth above prior to the sale to Plaintiff, Plaintiff has been damaged in an amount in excess
11 of Fifteen Thousand Dollars (\$15,000.00), which amount will be set forth and proven at
12 the time of trial.

13 39. Pursuant to NRS Chapter 113, Plaintiff is entitled to recover from TKNR, Wong and
14 INVESTPRO MANAGER LLC treble the amount necessary to repair or replace the
15 defective part of the property, together with court costs and reasonable attorney's fees.

16 40. It has been necessary for Plaintiff to retain the services of an attorney and to incur other
17 court costs to prosecute this action. Defendants should be required to pay attorneys' fees
18 and costs incurred by Plaintiff in this action.

19 41. Due to the violation of the requirements of NRS Chapter 113 by TKNR, Wong and
20 INVESTPRO MANAGER LLC, as set forth above prior to the sale to Plaintiff, Plaintiff
21 has been damaged in an amount in excess of Fifteen Thousand Dollars (\$15,000.00),
22 which amount will be set forth and proven at the time of trial.
23
24

25 SECOND CAUSE OF ACTION - CONSTRUCTIVE FRAUD

26 [Defendants Investpro, Nickrandt and Chen]
27

28 42. Plaintiff realleges and incorporates herein all of the allegations previously made in all

1 previous paragraphs as though fully set forth herein.

2 43. Plaintiff was in a fiduciary or confidential relationship with Investpro, Nickrandt and
3 Chen for the purchase of the Subject Property.

4 44. Investpro, Nickrandt and Chen's representations set forth above were deceptive or violated
5 the confidence placed in them by Plaintiff.

6 45. Plaintiff reasonably relied on Investpro, Nickrandt and Chen's deceptive representations
7 set forth above or the expected disclosures from Investpro, Nickrandt and Chen, which
8 they did not provide.

9 46. Due to the constructive fraud of Investpro, Nickrandt and Chen set forth above prior to the
10 sale to Plaintiff, Plaintiff has been damaged in an amount in excess of Fifteen Thousand
11 Dollars (\$15,000.00), which amount will be set forth and proven at the time of trial.

12 47. It has been necessary for Plaintiff to retain the services of an attorney and to incur other
13 court costs to prosecute this action. Defendants Investpro, Nickrandt and Chen should be
14 required to pay attorneys' fees and costs incurred by Plaintiff in this action.
15

16
17 THIRD CAUSE OF ACTION - COMMON LAW FRAUD

18 [Defendants Investpro, INVESTPRO MANAGER LLC , TKNR, Wong and Lin]
19

20 48. Plaintiff realleges and incorporates herein all of the allegations previously made in all
21 previous paragraphs as though fully set forth herein.

22 49. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin made
23 misrepresentations of material fact regarding the Subject Property to Plaintiff, as set forth
24 above.

25 50. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin had
26 knowledge of the misrepresentations of material fact regarding the Subject Property to
27 Plaintiff, as set forth above.

28 51. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin intended to

defraud Plaintiff.

52. Plaintiff reasonably relied on the misrepresentations of material fact regarding the Subject Property made by Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin.

53. Due to the the misrepresentations of material fact regarding the subject property made by Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin 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.

54. It has been necessary for Plaintiff to retain the services of an attorney and to incur other court costs to prosecute this action. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin should be required to pay attorneys' fees and costs incurred by Plaintiff in this action.

FOURTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

[Defendants TKNR, INVESTPRO MANAGER LLC , Wong, Investpro and Lin]

55. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

57. Defendant TKNR, through it's agents, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin made misrepresentations of material fact regarding the Subject Property, as set forth above.

58. Defendant Wong is the alter ego of TKNR.

59. Defendants' actions constitute Fraudulent Inducement because :

(1) A false representation(s) was/were made to Plaintiff as set forth above;

(2) Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin had knowledge or belief that, as set forth above, the representations were

false or they had knowledge that they had insufficient basis for making the representation;

(3) Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin intended to induce Plaintiff to complete the purchase of the Subject Property;

(4) Plaintiff justifiably relied upon the misrepresentation of TKNR, through it's agents, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin; and

(5) Plaintiff suffered damages resulting from such reliance.

60. Plaintiff has been damaged as a result of the fraudulent inducement of TKNR, through it's agents, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin .

62. Due to the fraudulent concealment of material fact regarding the Subject Property by 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

1 under a duty to disclose the concealed facts.

2 67. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin
3 intentionally concealed or suppressed the concealed facts with the intention of defrauding
4 Plaintiff.

5 68. Plaintiff did not know about the concealed facts and would have acted differently had they
6 known.

7 69. Due to the concealment of of material facts regarding the Subject Property made by
8 Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin as set
9 forth above prior to the sale to Plaintiff, Plaintiff has been damaged in an amount in excess
10 of Fifteen Thousand Dollars (\$15,000.00), which amount will be set forth and proven at
11 the time of trial.

12 70. It has been necessary for Plaintiff to retain the services of an attorney and to incur other
13 court costs to prosecute this action. Defendants TKNR, Wong, Investpro, INVESTPRO
14 MANAGER LLC, and Lin should be required to pay attorneys' fees and costs incurred by
15 Plaintiff in this action.
16

17
18 SIXTH CAUSE OF ACTION - BREACH OF FIDUCIARY DUTY

19 [Defendants Investpro and Nickrandt and Chen]
20

21 71. Plaintiff realleges and incorporates herein all of the allegations previously made in all
22 previous paragraphs as though fully set forth herein.

23 72. Defendants Investpro and Nickrandt and Chen owed a fiduciary duty to the Plaintiff in
24 acting as the real estate agent and/or broker for the Plaintiff.

25 73. Defendants Investpro and Nickrandt and Chen breached duties owed as a fiduciary
26 because Defendants Investpro and Nickrandt and Chen failed to meet their duties owed to
27 the Plaintiff, including without limitation, a duty to conduct their obligations in a
28 reasonable and customary manner consistent with local standards, a duty to honestly

1 inform the Plaintiff of the status and facts of the purchases and sales, and a duty to meet
2 their obligations as agreed to in acting as a real estate agent and/or broker.

3 74. As a direct and proximate result of Plaintiff's reliance upon Defendants Investpro and
4 Nickrandt and Chen in acting as their fiduciary, Plaintiff has suffered and will suffer
5 general and consequential damages in excess of ten thousand dollars (\$15,000), exclusive
6 of costs and interest, in an amount to be determined according to proof adduced at trial.

7 75. Plaintiff has further been required to retain the services of an attorney to prosecute this
8 action on its behalf, and as such are entitled to attorney's fees and costs incurred in
9 prosecuting this matter.
10

11 SEVENTH CAUSE OF ACTION - RICO

12 [Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO INVESTMENTS I
13 LLC]
14

15 76. Plaintiff realleges and incorporates herein all of the allegations previously made in all
16 previous paragraphs as though fully set forth herein.
17

18 77. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
19 INVESTMENTS I LLC engaged in criminal enterprise under the guise of a real estate
20 investment fund, the Flipping Fund, to commit fraud on Plaintiff and at least one other
21 individual by engaging in criminal activity by contracting and managing renovation
22 projects for the Subject Property, and other properties, without a license.

23 78. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
24 INVESTMENTS I LLC engaged in criminal enterprise under the guise of a real estate
25 investment fund, the Flipping Fund, to commit fraud on Plaintiff and at least one other
26 individual by engaging in criminal activity by soliciting money and running the Flipping
27 Fund without a federal license from the Security and Exchange Commission or a state
28 license from the state of Nevada.

- 1 79. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
2 INVESTMENTS I LLC used the proceeds of the above described activity to purchase
3 assets including, but not limited to, membership interest in TKNR.
- 4 80. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
5 INVESTMENTS I LLC used the proceeds of the above described activity to pay Flipping
6 Fund investors a promised 23.69% compound rate.
- 7 81. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
8 INVESTMENTS I LLC used the proceeds of the above described activity to generate sales
9 commissions for Investpro.
- 10 82. As a direct and proximate result of the actions of Defendants Lin, Cheng, INVESTPRO
11 MANAGER LLC and INVESTPRO INVESTMENTS I LLC, Plaintiff has suffered and
12 will suffer general and consequential damages in excess of ten thousand dollars (\$15,000),
13 exclusive of costs and interest, in an amount to be determined according to proof adduced
14 at trial.
- 15 83. Plaintiff has further been required to retain the services of an attorney to prosecute this
16 action on its behalf, and as such are entitled to attorney's fees and costs incurred in
17 prosecuting this matter.
18

19 EIGHTH CAUSE OF ACTION - DAMAGES UNDER NRS 645.257(1)

20 [Defendant Chen, Lin, Investpro and Nickrandt]
21
22

- 23 84. Plaintiff realleges and incorporates herein all of the allegations previously made in all
24 previous paragraphs as though fully set forth herein.
- 25 85. At all relevant times Investpro was the real estate broker for the purchase and sale of the
26 Subject Property.
- 27 86. Investpro represented both the buyer and the seller in the transaction.
- 28 87. At all relevant times Chen was the employee or agent of Investpro.

- 1 88. At all relevant times Lin was the employee or agent of Investpro.
- 2 89. At all relevant times Nickrandt was the licensee of Investpro.
- 3 90. NRS 645.252(1)(a) imposes a duty on a “licensee acting as agent in real estate transaction”
4 to disclose to Plaintiff “Any material and relevant facts, data or information which the
5 licensee knows, or which by the exercise of reasonable care and diligence should have
6 known, relating to the property which is the subject of the transaction.”
- 7 91. The facts of the renovation project on the Subject Property set forth in Paragraph 31 were
8 material and relevant facts, data or information which Chen knew, or which by the exercise
9 of reasonable care and diligence should have known.
- 10 92. Chen had an obligation under NRS 645.252(1)(a) to disclose the material facts of the
11 renovation project on the Subject Property as set forth in Paragraph 31.
- 12 93. The facts of the renovation project on the Subject Property set forth in Paragraph 31 were
13 material and relevant facts, data or information which Lin knew, or which by the exercise
14 of reasonable care and diligence should have known.
- 15 94. Lin had an obligation under NRS 645.252(1)(a) to disclose the material facts of the
16 renovation project on the Subject Property as set forth in Paragraph 31.
- 17 95. The facts of the renovation project on the Subject Property set forth in Paragraph 31 were
18 material and relevant facts, data or information which Nickrandt knew, or which by the
19 exercise of reasonable care and diligence should have known.
- 20 96. Nickrandt had an obligation under NRS 645.252(1)(a) to disclose the material facts of the
21 renovation project on the Subject Property as set forth in Paragraph 31.
- 22 97. Chen did not disclose the material facts of the renovation project on the Subject Property
23 as set forth in Paragraph 31 to Plaintiff.
- 24 98. Lin did not disclose the material facts of the renovation project on the Subject Property as
25 set forth in Paragraph 31 to Plaintiff.
- 26 99. Nickrandt did not disclose the material facts of the renovation project on the Subject
27 Property as set forth in Paragraph 31 to Plaintiff.
- 28

- 1 100. Plaintiff seeks judgment for actual damages against Chen pursuant to NRS 645.257(1).
2 101. Plaintiff seeks judgment for actual damages against Lin pursuant to NRS 645.257(1).
3 102. Plaintiff seeks judgment for actual damages against Nickrandt pursuant to NRS 645.257(1).
4

5 NINTH CAUSE OF ACTION - FAILURE TO SUPERVISE, INADEQUATE TRAINING AND
6 EDUCATION

7 [Defendant Investpro, Zhang, and Nickrandt]
8
9

- 10 103. Plaintiff realleges and incorporates herein all of the allegations previously
11 made in all previous paragraphs as though fully set forth herein.
12 104. At all relevant times Lin and Chen were the employees or agents of Investpro.
13 Nickrandt is the licensee of Investpro and Zhang is a manager of Investpro.
14 105. Investpro, Zhang, and Nickrandt failed to supervise their employees or agents, Lin and
15 Chen.
16 106. Investpro, Zhang, and Nickrandt failed to adequately train their employees or agents, Lin
17 and Chen to ensure that they complied with the law.
18 107. Investpro, Zhang, and Nickrandt failed to adequately educate their employees or agents,
19 Lin and Chen to ensure that they complied with the law.
20 108. As a direct and proximate result of the actions of Defendants Investpro, Zhang, and
21 Nickrandt failure to supervise, adequately train or adequately educate their employees or
22 agents, Lin and Chen Plaintiff has suffered and will suffer general and consequential
23 damages in excess of ten thousand dollars (\$15,000), exclusive of costs and interest, in an
24 amount to be determined according to proof adduced at trial.
25 109. Plaintiff has further been required to retain the services of an attorney to prosecute this
26 action on its behalf, and as such are entitled to attorney's fees and costs incurred in
27 prosecuting this matter.
28

1 TENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

2 [As to TKNR, Doe Defendants 6 - 10 and Roe Defendants XI - XX]

3
4 110. Plaintiff realleges and incorporates herein all of the allegations previously
5 made in all previous paragraphs as though fully set forth herein.

6 111. TKNR dissolved and transferred all of its assets to Doe Defendants 6 - 10 and/or Roe
7 Defendants XI - XX

8 113. TKNR transferred all of it's assets to Doe Defendants 6 - 10 and Roe Defendants XI - XX
9 (a) With actual intent to hinder, delay or defraud Plaintiff; or
10 (b) Without receiving a reasonably equivalent value in exchange for the transfer or
11 obligation, and TKNR:
12

13 (1) Was engaged or was about to engage in a business or a transaction for which
14 the remaining assets of the debtor were unreasonably small in relation to the
15 business or transaction; or

16 (2) Intended to incur, or believed or reasonably should have believed that the
17 TKNR would incur, debts beyond its ability to pay as they became due.

18 114. Due to the actions of TKNR described above, Plaintiff seeks a declaratory order attaching
19 any judgment against TKNR to Doe Defendants 6 - 10 and/or Roe Defendants XI - XX.
20

21 ELEVENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

22 [As to INVESTPRO INVESTMENTS I LLC, Doe Defendants 10 - 15 and Roe Defendants XXI -
23 XXX]
24

25 115. Plaintiff realleges and incorporates herein all of the allegations previously
26 made in all previous paragraphs as though fully set forth herein.

27 116. Investpro Investments I LLC dissolved and transferred all of its assets to Doe Defendants
28

11 - 15 and/or Roe Defendants XXI - XXX

117. Investpro Investments I LLC transferred all of it's assets to Doe Defendants 11-15 and Roe Defendants XXI -XXX

(a) With actual intent to hinder, delay or defraud Plaintiff; or

(b) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, to INVESTPRO INVESTMENTS I LLC :

(1) Was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(2) Intended to incur, or believed or reasonably should have believed that INVESTPRO INVESTMENTS I LLC would incur, debts beyond its ability to pay as they became due.

118. Due to the actions of INVESTPRO INVESTMENTS I LLC described above, Plaintiff seeks a declaratory order attaching any judgment against INVESTPRO INVESTMENTS I LLC to Doe Defendants 11-15 and/or Roe Defendants XXI - XXX.

TWELVFTH CAUSE OF ACTION : CIVIL CONSPIRACY

[As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC]

119. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

120. All, or some combination of, Defendants MAN CHAU CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC engaged in concerted action.

121. The concerted action engaged in by all, or some combination of, Defendants MAN CHAU CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO INVESTMENTS I LLC and

INVESTPRO MANAGER LLC was intended to accomplish an unlawful objective for the purpose of harming another.

122. Plaintiff was damaged by the act or acts of Defendants MAN CHAU CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC and 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.

123. 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.

THIRTEENTH CAUSE OF ACTION - BREACH OF CONTRACT

[As to Defendant Investpro]

124. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

125. At all relevant times Investpro was the real estate broker for the purchase and sale of the Subject Property.

126. By written contract, Investpro represented both the buyer and the seller in the transaction.

127. Pursuant to NRS 645.252(1)(a) Investpro was required to disclose to Plaintiff "Any material and relevant facts, data or information which the licensee knows, or which by the exercise of reasonable care and diligence should have known, relating to the property which is the subject of the transaction."

128. Investpro breached its contractual duties as it failed to disclose material and relevant facts, data or information which Investpro knew, or which by the exercise of reasonable care and diligence should have known, relating to the Subject Property.

129. Plaintiff was damaged by the act or acts of Investpro and Plaintiff has suffered and will

1 suffer general and consequential damages in excess of ten thousand dollars (\$15,000),
2 exclusive of costs and interest, in an amount to be determined according to proof adduced
3 at trial.

4 130. Plaintiff has further been required to retain the services of an attorney to prosecute this
5 action on its behalf, and as such are entitled to attorney's fees and costs incurred in
6 prosecuting this matter.

7
8 FOURTEENTH CAUSE OF ACTION - BREACH OF IMPLIED COVENANT OF GOOD
9 FAITH AND FAIR DEALING

10 [As to Defendant Investpro]
11

12 131. Plaintiff incorporates all previous paragraphs as though fully set forth herein.

13 132. Every contract in Nevada has an implied covenant of good faith and fair dealing which
14 essentially forbids arbitrary, unfair acts by one party that disadvantage the other.

15 133. As set forth Investpro breached the implied covenant of good faith and fair dealing.

16 134. Plaintiff was damaged by the act or acts of Investpro and Plaintiff has suffered and will
17 suffer general and consequential damages in excess of ten thousand dollars (\$15,000),
18 exclusive of costs and interest, in an amount to be determined according to proof adduced
19 at trial.

20
21 135. Plaintiff has further been required to retain the services of an attorney to prosecute this
22 action on its behalf, and as such are entitled to attorney's fees and costs incurred in
23 prosecuting this matter.

24
25 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:
26

27 1. As to Defendant TKNR, Wong and INVESTPRO MANAGER LLC, pursuant to NRS
28 113.150, judgment jointly and severally for treble the amount necessary to repair or replace

- 1 the defective part of the Subject Property, which amount is in excess of Fifteen Thousand
2 Dollars (\$15,000), plus court costs and reasonable attorney's fees;
- 3 2. As to Defendants Investpro, Nickrandt and Chen, judgment jointly and severally for
4 compensatory damages in an amount in excess of Fifteen Thousand Dollars (\$ 15,000.00)
5 plus for exemplary and/or punitive damages in the amount of three times the compensatory
6 damages awarded; and
- 7 3. As to Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin,
8 judgment jointly and severally for compensatory damages in an amount in excess of
9 Fifteen Thousand Dollars (\$ 15,000.00) plus for exemplary and/or punitive damages in the
10 amount of three times the compensatory damages awarded; and
- 11 4. As to Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
12 INVESTMENTS I LLC, pursuant to NRS 204.470, judgment jointly and severally for
13 treble Plaintiff's actual damages, which amount is in excess of Fifteen Thousand Dollars
14 (\$15,000), plus attorney's fees in the trial and appellate courts and costs of investigation
15 and litigation reasonably incurred; and
- 16 5. As to Defendant Chen, pursuant to NRS 645.257(1) judgment for Plaintiff's actual
17 damages, which amount is in excess of Fifteen Thousand Dollars (\$15,000); and
- 18 6. As to Defendant Lin, pursuant to NRS 645.257(1) judgment for Plaintiff's actual damages,
19 which amount is in excess of Fifteen Thousand Dollars (\$15,000); and
- 20 7. As to Defendant Investpro, pursuant to NRS 645.257(1) judgment for Plaintiff's actual
21 damages, which amount is in excess of Fifteen Thousand Dollars (\$15,000); and
- 22 8. As to Defendant Nickrandt, pursuant to NRS 645.257(1) judgment for Plaintiff's actual
23 damages, which amount is in excess of Fifteen Thousand Dollars (\$15,000); and
- 24 9. As to Defendants Investpro, Zhang, and Nickrandt, judgment jointly and severally
25 Plaintiff's actual damages, which amount is in excess of Fifteen Thousand Dollars
26 (\$15,000); and
- 27 10. For a declaratory order attaching any judgment against TKNR to Doe Defendants 6 - 10
28

- 1 and/or Roe Defendants XI - XX.
- 2 11. For a declaratory order attaching any judgment against INVESTPRO INVESTMENTS I
- 3 LLC to Doe Defendants 11-15 and/or Roe Defendants XXI - XXX; and
- 4 12. As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO
- 5 INVESTMENTS I LLC and INVESTPRO MANAGER LLC, judgment jointly and
- 6 severally for Plaintiff's actual damages, which amount is in excess of Fifteen Thousand
- 7 Dollars (\$15,000) plus for exemplary and/or punitive damages in the amount of three times
- 8 the compensatory damages awarded; and
- 9 13. As to Defendant Investpro, judgment for Plaintiff's actual damages, which amount is in
- 10 excess of Fifteen Thousand Dollars (\$15,000)
- 11 14. For such other and further relief as the Court may deem just and proper
- 12

13 /s/ Benjamin B. Childs

14 BENJAMIN B. CHILDS, ESQ.
15 Nevada Bar No. 3946
16 Attorney for Plaintiff

17 CERTIFICATE OF ELECTRONIC SERVICE

18 This AMENDED COMPLAINT, was served through the Odessey File and Serve

19 system. Electronic service is in place of service by mailing.

20

21

22 /s/ Benjamin B. Childs, Sr.

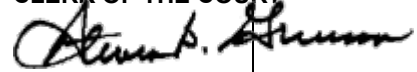
23 BENJAMIN B. CHILDS, Sr. ESQ.
24 NEVADA BAR # 3946

25

26

27

28



Burdick Law PLLC
Nikita R. Burdick Esq.
Nevada Bar No. 13384
8360 W. Sahara Ave. Suite 250
Las Vegas, Nevada 89117
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

**DEFENDANTS' ANSWER TO
PLAINTIFF'S AMENDED COMPLAINT**

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 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

1 Company and JOYCE A. NICKRANDT (hereinafter collectively “Defendants”) by and through
2 their attorney of record, Nikita R. Burdick, Esq., of BURDICK LAW PLLC, hereby answer
3 Plaintiff’s Amended Complaint as follows:

4 **PLAINTIFF’S ALLEGATIONS OF FACT**

5 **A. IDENTITY OF DEFENDANTS**

6 1. In answering Paragraph 1 of Plaintiff’s Amended Complaint, Defendants are
7 without knowledge or information sufficient to form a belief as to the truth of the allegations
8 contained therein and, therefore, deny the same.

9 2. In answering Paragraph 2 of Plaintiff’s Amended Complaint, Defendants admit
10 that Investpro’s licensing numbers are as follows: B.014460.llc and PM.0166824.bkr and such
11 licensed are registered to Defendant JOYCE A. NICKRANDT (hereinafter Nickrandt).

12 3. In answering Paragraph 3 of Plaintiff’s Amended Complaint, Defendants are
13 without knowledge or information sufficient to form a belief as to the truth of the allegations
14 contained therein and, therefore, deny the same.

15 4. In answering Paragraph 4 of Plaintiff’s Amended Complaint, Defendants admit
16 that CHI ON WONG (hereinafter Wong) is a California resident but deny as to the rest.

17 5. In answering Paragraph 5 of Plaintiff’s Amended Complaint, Defendants admit
18 that KENNY ZHONG LIN, aka KEN ZHONG LIN aka KENNETH ZHONG LIN aka WHONG K. LIN
19 aka CHONG KENNY LIN aka ZHONG LIN (hereinafter Lin) is a Nevada resident; as to the rest of
the allegations contained in Paragraph 5, Defendants are without knowledge or information
sufficient to form a belief as to the truth of the allegations contained therein and, therefore, deny
the same.

1 6. In answering Paragraph 6 of Plaintiff's Amended Complaint, Defendants deny the allegations
2 contained therein.

3 7. In answering Paragraph 7 of Plaintiff's Amended Complaint, Defendants admit
4 that LIWE HELEN CHEN aka HELEN CHEN (hereinafter Chen) is a Nevada resident; as to the
5 rest of the allegations contained in Paragraph 7 Defendants are without knowledge or information
6 sufficient to form a belief as to the truth of the allegations contained therein and, therefore, deny
7 the same.

8 8. In answering Paragraph 8 of Plaintiff's Amended Complaint, Defendants admit
9 that Investpro Investments I LLC was a Nevada Limited Liability Company; as to the rest of the
10 allegations contained in Paragraph 8 Defendants are without knowledge or information sufficient
11 to form a belief as to the truth of the allegations contained therein and, therefore, deny the same.

12 9. In answering Paragraph 9 of Plaintiff's Amended Complaint, Defendants deny the
13 allegations contained therein.

14 10. In answering Paragraph 10 of Plaintiff's Amended Complaint, Defendants admit
15 that MAN CHAU CHENG is a Nevada resident; as to the rest of the allegations contained in
16 Paragraph 10 Defendants are without knowledge or information sufficient to form a belief as to
17 the truth of the allegations contained therein and, therefore, deny the same.

18 11. In answering Paragraph 11 of Plaintiff's Amended Complaint, Defendants are
19 without knowledge or information sufficient to form a belief as to the truth of the allegations
contained therein and, therefore, deny the same.

 12. In answering Paragraph 12 of Plaintiff's Amended Complaint, Defendants are
without knowledge or information sufficient to form a belief as to the truth of the allegations
contained therein and, therefore, deny the same.

1 13. In answering Paragraph 13 of Plaintiff's Amended Complaint, Defendants are
2 without knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, therefore, deny the same.

4 14. In answering Paragraph 14 of Plaintiff's Amended Complaint, Defendants are
5 without knowledge or information sufficient to form a belief as to the truth of the allegations
6 contained therein and, therefore, deny the same.

7 **B. TRANSACTIONS RESULTING IN THIS LAWSUIT**

8 15. In answering Paragraph 15 of Plaintiff's Amended Complaint, Defendants admit that TKNR sold
9 the Plaintiff a parcel of real property commonly known as 232 Houston Drive, Las Vegas,
10 Nevada; as to the rest of the allegations contained in Paragraph 15 Defendants are without
11 knowledge or information sufficient to form a belief as to the truth of the allegations contained
12 therein and, therefore, deny the same.

13 16. In answering Paragraph 16 of Plaintiff's Amended Complaint, Defendants deny
14 the allegations contained therein.

15 17. In answering Paragraph 17 of Plaintiff's Amended Complaint, Defendants are
16 without knowledge or information sufficient to form a belief as to the truth of the allegations
17 contained therein and, therefore, deny the same.

18 18. In answering Paragraph 18 of Plaintiff's Amended Complaint, Defendants deny
19 the allegations contained therein.

 19. In answering Paragraph 19 of Plaintiff's Amended Complaint, Defendants deny
the allegations contained therein.

 20. In answering Paragraph 20 of Plaintiff's Amended Complaint, Defendants deny
the allegations contained therein.

1 21. In answering Paragraph 21 of Plaintiff's Amended Complaint, Defendants deny
2 the allegations contained therein.

3 22. In answering Paragraph 22 of Plaintiff's Amended Complaint, Defendants admit
4 that Investpro LLC served as the broker for the real estate transaction involving real property
commonly known as 232 Houston Drive, Las Vegas, Nevada.

5 23. In answering Paragraph 23 of Plaintiff's Amended Complaint, Defendants are
6 without knowledge or information sufficient to form a belief as to the truth of the allegations
7 contained therein and, therefore, deny the same.

8 24. In answering Paragraph 24 of Plaintiff's Amended Complaint, Defendants are
9 without knowledge or information sufficient to form a belief as to the truth of the allegations
contained therein and, therefore, deny the same.

10 25. In answering Paragraph 25 of Plaintiff's Amended Complaint, Defendants deny
11 the allegations contained therein.

12 26. In answering Paragraph 26 of Plaintiff's Amended Complaint, Defendants are
13 without knowledge or information sufficient to form a belief as to the truth of the allegations
contained therein and, therefore, deny the same.

14 27. In answering Paragraph 27 of Plaintiff's Amended Complaint, Defendants are
15 without knowledge or information sufficient to form a belief as to the truth of the allegations
contained therein and, therefore, deny the same.

16 28. In answering Paragraph 28 of Plaintiff's Amended Complaint, Defendants are
17 without knowledge or information sufficient to form a belief as to the truth of the allegations
18 contained therein and, therefore, deny the same.

1 29. In answering Paragraph 29 of Plaintiff's Amended Complaint, Defendants are
2 without knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, therefore, deny the same.

4 30. In answering Paragraph 30 of Plaintiff's Amended Complaint, Defendants admit
5 the allegations contained therein.

6 31. In answering Paragraph 31 of Plaintiff's Amended Complaint, Defendants deny
7 the allegations contained therein.

8 32. In answering Paragraph 32 of Plaintiff's Amended Complaint, Defendants are
9 without knowledge or information sufficient to form a belief as to the truth of the allegations
10 contained therein and, therefore, deny the same.

11 33. In answering Paragraph 33 of Plaintiff's Amended Complaint, Defendants admit
12 that TKNR is dissolved; as to the rest of the allegations contained in Paragraph 33 Defendants
13 are without knowledge or information sufficient to form a belief as to the truth of the allegations
14 contained therein and, therefore, deny the same.

15 34. In answering Paragraph 34 of Plaintiff's Amended Complaint, Defendants deny
16 the allegations contained therein.

17 35. In answering Paragraph 35 of Plaintiff's Amended Complaint, Defendants admit
18 that Investpro Investments I LLC filed for dissolution on January 28, 2019; as to the rest of the
19 allegations contained in Paragraph 35 Defendants are without knowledge or information
sufficient to form a belief as to the truth of the allegations contained therein and, therefore, deny
the same.

 36. In answering Paragraph 36 of Plaintiff's Amended Complaint, Defendants deny
the allegations contained therein.

1 **FIRST CAUSE OF ACTION- RECOVERY UNDER NRS CHAPTER 113**

2 **[Defendants TKNR, Wong, and INVESTPRO MANAGER LLC]**

3 37. In answering Paragraph 37 of Plaintiff's Amended Complaint, Defendants are
4 without knowledge or information sufficient to form a belief as to the truth of the allegations
5 contained therein and, therefore, deny the same.

6 38. In answering Paragraph 38 of Plaintiff's Amended Complaint, Defendants are
7 without knowledge or information sufficient to form a belief as to the truth of the allegations
8 contained therein and, therefore, deny the same.

9 39. In answering Paragraph 39 of Plaintiff's Amended Complaint, Defendants are
10 without knowledge or information sufficient to form a belief as to the truth of the allegations
11 contained therein and, therefore, deny the same.

12 40. In answering Paragraph 40 of Plaintiff's Amended Complaint, Defendants are
13 without knowledge or information sufficient to form a belief as to the truth of the allegations
14 contained therein and, therefore, deny the same.

15 41. In answering Paragraph 41 of Plaintiff's Amended Complaint, Defendants are
16 without knowledge or information sufficient to form a belief as to the truth of the allegations
17 contained therein and, therefore, deny the same.

18 **SECOND CAUSE OF ACTION- CONSTRUCTIVE FRAUD**

19 **[Defendants Investpro, Nickrandt, and Chen]**

20 42. In answering Paragraph 42 of Plaintiff's Amended Complaint, Defendants are
21 without knowledge or information sufficient to form a belief as to the truth of the allegations
22 contained therein and, therefore, deny the same.

1 43. In answering Paragraph 43 of Plaintiff's Amended Complaint, Defendants are
2 without knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, therefore, deny the same.

4 44. In answering Paragraph 44 of Plaintiff's Amended Complaint, Defendants deny
5 the allegations contained therein.

6 45. In answering Paragraph 45 of Plaintiff's Amended Complaint, Defendants are
7 without knowledge or information sufficient to form a belief as to the truth of the allegations
8 contained therein and, therefore, deny the same.

9 46. In answering Paragraph 46 of Plaintiff's Amended Complaint, Defendants are
10 without knowledge or information sufficient to form a belief as to the truth of the allegations
11 contained therein and, therefore, deny the same.

12 47. In answering Paragraph 47 of Plaintiff's Amended Complaint, Defendants are
13 without knowledge or information sufficient to form a belief as to the truth of the allegations
14 contained therein and, therefore, deny the same.

15 **THIRD CAUSE OF ACTION- COMMON LAW FRAUD**

16 **[Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong, and Lin]**

17 48. In answering Paragraph 48 of Plaintiff's Amended Complaint, Defendants are
18 without knowledge or information sufficient to form a belief as to the truth of the allegations
19 contained therein and, therefore, deny the same.

 49. In answering Paragraph 49 of Plaintiff's Amended Complaint, Defendants deny
the allegations contained therein.

/ / /

1 50. In answering Paragraph 50 of Plaintiff's Amended Complaint, Defendants deny
2 the allegations contained therein.

3 51. In answering Paragraph 51 of Plaintiff's Amended Complaint, Defendants deny
4 the allegations contained therein.

5 52. In answering Paragraph 52 of Plaintiff's Amended Complaint, Defendants are
6 without knowledge or information sufficient to form a belief as to the truth of the allegations
7 contained therein and, therefore, deny the same.

8 53. In answering Paragraph 53 of Plaintiff's Amended Complaint, Defendants are
9 without knowledge or information sufficient to form a belief as to the truth of the allegations
10 contained therein and, therefore, deny the same.

11 54. In answering Paragraph 54 of Plaintiff's Amended Complaint, Defendants are
12 without knowledge or information sufficient to form a belief as to the truth of the allegations
13 contained therein and, therefore, deny the same.

14 **FOURTH CAUSE OF ACTION- FRAUDULENT INDUCEMENT**

15 **[Defendants TKNR, INVESTPRO MANAGER LLC, Wong, Investpro, and Lin]**

16 55. In answering Paragraph 55 of Plaintiff's Amended Complaint, Defendants are
17 without knowledge or information sufficient to form a belief as to the truth of the allegations
18 contained therein and, therefore, deny the same.

19 56. Plaintiff's Amended Complaint did not have a paragraph 56.

 57. In answering Paragraph 57 of Plaintiff's Amended Complaint, Defendants deny
the allegations contained therein.

 58. In answering Paragraph 58 of Plaintiff's Amended Complaint, Defendants deny
the allegations contained therein.

1 59. In answering Paragraph 59 of Plaintiff's Amended Complaint, Defendants deny
2 the allegations contained therein.

3 60. In answering Paragraph 60 of Plaintiff's Amended Complaint, Defendants are
4 without knowledge or information sufficient to form a belief as to the truth of the allegations
5 contained therein and, therefore, deny the same.

6 61. Plaintiff's Amended Complaint did not have a paragraph 61.

7 62. In answering Paragraph 62 of Plaintiff's Amended Complaint, Defendants are
8 without knowledge or information sufficient to form a belief as to the truth of the allegations
9 contained therein and, therefore, deny the same.

10 63. In answering Paragraph 63 of Plaintiff's Amended Complaint, Defendants are
11 without knowledge or information sufficient to form a belief as to the truth of the allegations
12 contained therein and, therefore, deny the same.

13 **FIFTH CAUSE OF ACTION- FRAUDULENT CONCEALMENT**

14 **[Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin]**

15 64. In answering Paragraph 64 of Plaintiff's Amended Complaint, Defendants are
16 without knowledge or information sufficient to form a belief as to the truth of the allegations
17 contained therein and, therefore, deny the same.

18 65. In answering Paragraph 65 of Plaintiff's Amended Complaint, Defendants deny
19 the allegations contained therein.

 66. In answering Paragraph 66 of Plaintiff's Amended Complaint, Defendants deny
the allegations contained therein.

 67. In answering Paragraph 67 of Plaintiff's Amended Complaint, Defendants deny
the allegations contained therein.

1 68. In answering Paragraph 68 of Plaintiff's Amended Complaint, Defendants are
2 without knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, therefore, deny the same.

4 69. In answering Paragraph 69 of Plaintiff's Amended Complaint, Defendants are
5 without knowledge or information sufficient to form a belief as to the truth of the allegations
6 contained therein and, therefore, deny the same.

7 70. In answering Paragraph 70 of Plaintiff's Amended Complaint, Defendants are
8 without knowledge or information sufficient to form a belief as to the truth of the allegations
9 contained therein and, therefore, deny the same.

10 **SIXTH CAUSE OF ACTION- BREACH OF FIDUCIARY DITY**

11 **[Defendants Investpro, Nickrandt, and Chen]**

12 71. In answering Paragraph 71 of Plaintiff's Amended Complaint, Defendants are
13 without knowledge or information sufficient to form a belief as to the truth of the allegations
14 contained therein and, therefore, deny the same.

15 72. In answering Paragraph 72 of Plaintiff's Amended Complaint, Defendants deny
16 the allegations contained therein.

17 73. In answering Paragraph 73 of Plaintiff's Amended Complaint, Defendants deny
18 the allegations contained therein.

19 74. In answering Paragraph 74 of Plaintiff's Amended Complaint, Defendants are
without knowledge or information sufficient to form a belief as to the truth of the allegations
contained therein and, therefore, deny the same.

1 75. In answering Paragraph 75 of Plaintiff's Amended Complaint, Defendants are
2 without knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, therefore, deny the same.

4 **SEVENTH CAUSE OF ACTION- RICO**

5 **[Defendants Lin, Cheng, INVESTPRO MANAGER LLC, and INVESTPRO**
6 **INVESTMENTS I LLC]**

7 76. In answering Paragraph 76 of Plaintiff's Amended Complaint, Defendants are
8 without knowledge or information sufficient to form a belief as to the truth of the allegations
9 contained therein and, therefore, deny the same.

10 77. In answering Paragraph 77 of Plaintiff's Amended Complaint, Defendants deny
11 the allegations contained therein.

12 78. In answering Paragraph 78 of Plaintiff's Amended Complaint, Defendants deny
13 the allegations contained therein.

14 79. In answering Paragraph 79 of Plaintiff's Amended Complaint, Defendants deny
15 the allegations contained therein.

16 80. In answering Paragraph 80 of Plaintiff's Amended Complaint, Defendants deny
17 the allegations contained therein.

18 81. In answering Paragraph 81 of Plaintiff's Amended Complaint, Defendants deny
19 the allegations contained therein.

 82. In answering Paragraph 82 of Plaintiff's Amended Complaint, Defendants are
without knowledge or information sufficient to form a belief as to the truth of the allegations
contained therein and, therefore, deny the same.

1 83. In answering Paragraph 83 of Plaintiff's Amended Complaint, Defendants are
2 without knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, therefore, deny the same.

4 **EIGHTH CAUSE OF ACTION- DAMAGES UNDER NRS 645.257(1)**

5 **[Defendants Chen, Lin, Investpro, and Nickrandt]**

6 84. In answering Paragraph 84 of Plaintiff's Amended Complaint, Defendants are
7 without knowledge or information sufficient to form a belief as to the truth of the allegations
8 contained therein and, therefore, deny the same.

9 85. In answering Paragraph 85 of Plaintiff's Amended Complaint, Defendants are
10 without knowledge or information sufficient to form a belief as to the truth of the allegations
11 contained therein and, therefore, deny the same.

12 86. In answering Paragraph 86 of Plaintiff's Amended Complaint, Defendants are
13 without knowledge or information sufficient to form a belief as to the truth of the allegations
14 contained therein and, therefore, deny the same.

15 87. In answering Paragraph 87 of Plaintiff's Amended Complaint, Defendants admit
16 to the allegations contained therein

17 88. In answering Paragraph 88 of Plaintiff's Amended Complaint, Defendants admit
18 to the allegations contained therein.

19 89. In answering Paragraph 89 of Plaintiff's Amended Complaint, Defendants admit
that the licenses B.0144660.LLC and PM.0166824.bkr are registered to Nickrandt.

 90. In answering Paragraph 90 of Plaintiff's Amended Complaint, Defendants are
without knowledge or information sufficient to form a belief as to the truth of the allegations
contained therein and, therefore, deny the same.

1 91. In answering Paragraph 91 of Plaintiff's Amended Complaint, Defendants are
2 without knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, therefore, deny the same.

4 92. In answering Paragraph 92 of Plaintiff's Amended Complaint, Defendants are
5 without knowledge or information sufficient to form a belief as to the truth of the allegations
6 contained therein and, therefore, deny the same.

7 93. In answering Paragraph 93 of Plaintiff's Amended Complaint, Defendants deny
8 the allegations contained therein.

9 94. In answering Paragraph 94 of Plaintiff's Amended Complaint, Defendants are
10 without knowledge or information sufficient to form a belief as to the truth of the allegations
11 contained therein and, therefore, deny the same. In answering Paragraph 34 of Plaintiff's
12 Amended Complaint, Defendants deny the allegations contained therein.

13 95. In answering Paragraph 95 of Plaintiff's Amended Complaint, Defendants are
14 without knowledge or information sufficient to form a belief as to the truth of the allegations
15 contained therein and, therefore, deny the same.

16 96. In answering Paragraph 96 of Plaintiff's Amended Complaint, Defendants are
17 without knowledge or information sufficient to form a belief as to the truth of the allegations
18 contained therein and, therefore, deny the same.

19 97. In answering Paragraph 97 of Plaintiff's Amended Complaint, Defendants are
without knowledge or information sufficient to form a belief as to the truth of the allegations
contained therein and, therefore, deny the same.

/ / /

98. In answering Paragraph 98 of Plaintiff's Amended Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, therefore, deny the same.

99. In answering Paragraph 99 of Plaintiff's Amended Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, therefore, deny the same.

100. In answering Paragraph 100 of Plaintiff's Amended Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, therefore, deny the same.

101. In answering Paragraph 101 of Plaintiff's Amended Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, therefore, deny the same.

102. In answering Paragraph 102 of Plaintiff's Amended Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, therefore, deny the same.

**NINTH CAUSE OF ACTION- FAILURE TO SUPERVISE, INADEQUATE TRAINING
AND EDUCATION**

[Defendants Investpro, Zhang, and Nickrandt]

103. In answering Paragraph 103 of Plaintiff's Amended Complaint, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, therefore, deny the same.

1 104. In answering Paragraph 104 of Plaintiff's Amended Complaint, Defendants are
2 without knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, therefore, deny the same.

4 105. In answering Paragraph 105 of Plaintiff's Amended Complaint, Defendants deny
5 the allegations contained therein.

6 106. In answering Paragraph 106 of Plaintiff's Amended Complaint, Defendants deny
7 the allegations contained therein.

8 107. In answering Paragraph 107 of Plaintiff's Amended Complaint, Defendants deny
9 the allegations contained therein.

10 108. In answering Paragraph 108 of Plaintiff's Amended Complaint, Defendants are
11 without knowledge or information sufficient to form a belief as to the truth of the allegations
12 contained therein and, therefore, deny the same.

13 109. In answering Paragraph 109 of Plaintiff's Amended Complaint, Defendants are
14 without knowledge or information sufficient to form a belief as to the truth of the allegations
15 contained therein and, therefore, deny the same.

16 **TENTH CAUSE OF ACTION- FRAUDULENT CONVEYANCE**

17 **[As to TKNR, Doe Defendants 6-10 and Roe Defendants XI-XX]**

18 110. In answering Paragraph 110 of Plaintiff's Amended Complaint, Defendants are
19 without knowledge or information sufficient to form a belief as to the truth of the allegations
20 contained therein and, therefore, deny the same.

21 111. In answering Paragraph 111 of Plaintiff's Amended Complaint, Defendants are
22 without knowledge or information sufficient to form a belief as to the truth of the allegations
23 contained therein and, therefore, deny the same.

1 112. Plaintiff's Amended Complaint did not contain a paragraph 112.

2 113. In answering Paragraph 113 of Plaintiff's Amended Complaint, Defendants are
3 without knowledge or information sufficient to form a belief as to the truth of the allegations
4 contained therein and, therefore, deny the same..

5 114. In answering Paragraph 114 of Plaintiff's Amended Complaint, Defendants are
6 without knowledge or information sufficient to form a belief as to the truth of the allegations
7 contained therein and, therefore, deny the same.

8 **ELEVENTH CAUSE OF ACTION- FRAUDULENT CONVEYANCE**

9 **[As to INVESTPRO INVESTMENTS I LLC, Doe Defendants 10-15, and Roe Defendants**
10 **XXI-XXX]**

11 115. In answering Paragraph 115 of Plaintiff's Amended Complaint, Defendants are
12 without knowledge or information sufficient to form a belief as to the truth of the allegations
13 contained therein and, therefore, deny the same.

14 116. In answering Paragraph 116 of Plaintiff's Amended Complaint, Defendants are
15 without knowledge or information sufficient to form a belief as to the truth of the allegations
16 contained therein and, therefore, deny the same.

17 117. In answering Paragraph 117 of Plaintiff's Amended Complaint, Defendants are
18 without knowledge or information sufficient to form a belief as to the truth of the allegations
19 contained therein and, therefore, deny the same.

 118. In answering Paragraph 118 of Plaintiff's Amended Complaint, Defendants are
without knowledge or information sufficient to form a belief as to the truth of the allegations
contained therein and, therefore, deny the same.

1 **TWELFTH CAUSE OF ACTION- CIVIL CONSPIRACY**

2 **[As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO**
3 **INVESTMENTS I LLC, and INVESTPRO MANAGER LLC]**

4 119. In answering Paragraph 119 of Plaintiff's Amended Complaint, Defendants are
5 without knowledge or information sufficient to form a belief as to the truth of the allegations
6 contained therein and, therefore, deny the same.

7 120. In answering Paragraph 120 of Plaintiff's Amended Complaint, Defendants deny
8 the allegations contained therein.

9 121. In answering Paragraph 121 of Plaintiff's Amended Complaint, Defendants deny
10 the allegations contained therein.

11 122. In answering Paragraph 122 of Plaintiff's Amended Complaint, Defendants are
12 without knowledge or information sufficient to form a belief as to the truth of the allegations
13 contained therein and, therefore, deny the same.

14 123. In answering Paragraph 123 of Plaintiff's Amended Complaint, Defendants are
15 without knowledge or information sufficient to form a belief as to the truth of the allegations
16 contained therein and, therefore, deny the same.

17 **THIRTEENTH CAUSE OF ACTION- BREACH OF CONTRACT**

18 **[As to Defendant Investpro]**

19 124. In answering Paragraph 124 of Plaintiff's Amended Complaint, Defendants are
without knowledge or information sufficient to form a belief as to the truth of the allegations
contained therein and, therefore, deny the same.

1 125. In answering Paragraph 125 of Plaintiff's Amended Complaint, Defendants are
2 without knowledge or information sufficient to form a belief as to the truth of the allegations
3 contained therein and, therefore, deny the same.

4 126. In answering Paragraph 126 of Plaintiff's Amended Complaint, Defendants are
5 without knowledge or information sufficient to form a belief as to the truth of the allegations
6 contained therein and, therefore, deny the same..

7 127. In answering Paragraph 127 of Plaintiff's Amended Complaint, Defendants are
8 without knowledge or information sufficient to form a belief as to the truth of the allegations
9 contained therein and, therefore, deny the same.

10 128. In answering Paragraph 128 of Plaintiff's Amended Complaint, Defendants deny
11 the allegations contained therein.

12 129. In answering Paragraph 129 of Plaintiff's Amended Complaint, Defendants are
13 without knowledge or information sufficient to form a belief as to the truth of the allegations
14 contained therein and, therefore, deny the same.

15 130. In answering Paragraph 130 of Plaintiff's Amended Complaint, Defendants are
16 without knowledge or information sufficient to form a belief as to the truth of the allegations
17 contained therein and, therefore, deny the same.

18 **FOURTEENTH CAUSE OF ACTION- BREACH OF IMPLIED COVENANT OF GOOD**
19 **FAITH AND FAIR DEALING**

[As to Defendant Investpro]

131. In answering Paragraph 131 of Plaintiff's Amended Complaint, Defendants are
without knowledge or information sufficient to form a belief as to the truth of the allegations
contained therein and, therefore, deny the same.

1 132. In answering Paragraph 132 of Plaintiff's Amended Complaint, Defendants admit
2 only that which is explicitly stated under Nevada law; as to the rest of the allegations contained
3 in Paragraph 132 Defendants are without knowledge or information sufficient to form a belief as
4 to the truth of the allegations contained therein and, therefore, deny the same.

5 133. In answering Paragraph 133 of Plaintiff's Amended Complaint, Defendants deny the
6 allegations contained therein.

7 134. In answering Paragraph 134 of Plaintiff's Amended Complaint, Defendants are
8 without knowledge or information sufficient to form a belief as to the truth of the allegations
9 contained therein and, therefore, deny the same.

10 135. In answering Paragraph 135 of Plaintiff's Amended Complaint, Defendants are
11 without knowledge or information sufficient to form a belief as to the truth of the allegations
12 contained therein and, therefore, deny the same.

13 **GENERAL DENIAL**

14 Any allegations in Plaintiff's Amended Complaint not expressly admitted or responded
15 to by these Defendants in this Answer are hereby denied.

16 **AFFIRMATIVE DEFENSES**

17 **FIRST AFFIRMATIVE DEFENSE**

18 That it has been necessary for Defendants to employ the services of an attorney to defend
19 this action and a reasonable sum should be awarded to Defendants for attorney's fees, together
with their costs expended in this action.

SECOND AFFIRMATIVE DEFENSE

 Defendants are also entitled to declaratory relief.

///

///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19

FOURTH AFFIRMATIVE DEFENSE

The Defendants have, at all times herein, acted reasonably and in good faith in discharging their obligations and duties, if any, to the Plaintiff.

FIFTH AFFIRMATIVE DEFENSE

The claims of the Plaintiff against these Defendants have been waived as a result of the acts and conduct of the Plaintiff.

SIXTH AFFIRMATIVE DEFENSE

These Defendants could not have averted the damages alleged by the Plaintiff.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendants upon which relief can be granted.

1 **EIGHTH AFFIRMATIVE DEFENSE**

2 Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have been
3 alleged herein, in so far as sufficient facts were not available after a reasonable inquiry upon the
4 filing of these Defendants' Answer; therefore, the Defendants reserve the right to amend their
5 answer to allege additional affirmative defenses if subsequent investigations so warrant.

6 DATED this 19th day of March, 2019

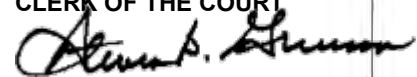
7 BURDICK LAW PLLC

8
9 By /s/ Nikita R. Burdick
10 Nikita R. Burdick, Esq.
Nevada Bar No. 13384
8360 W. Sahara Ave. Suite 250
Las Vegas, Nevada 89117
Attorneys for Defendants

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19

Benjamin B. Childs, Esq.
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Phone: (702) 251-0000
Fax: (702) 384-1119
Attorneys for Plaintiff

An employee of BURDICK LAW PLLC



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.

HEARING REQUESTED ON OST

13 TKNR INC., a California Corporation, and
14 CHI ON WONG aka CHI KUEN WONG, an
15 individual, and KENNY ZHONG LIN, aka
16 KEN ZHONG LIN aka KENNETH ZHONG
17 LIN aka WHONG K. LIN aka CHONG
18 KENNY LIN aka ZHONG LIN, an
19 individual, and LIWE HELEN CHEN aka
20 HELEN CHEN, an individual and YAN QIU
21 ZHANG, an individual, and INVESTPRO
22 LLC dba INVESTPRO REALTY, a Nevada
23 Limited Liability Company, and MAN
24 CHAU CHENG, an individual, and JOYCE
25 A. NICKRANDT, an individual, and
26 INVESTPRO INVESTMENTS LLC, a
27 Nevada Limited Liability Company, and
28 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' MOTION TO ENLARGE
DISCOVERY (FIRST REQUEST) ONAN
ORDER SHORTENING TIME**

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 (collectively, the "Defendant"), by and through their attorney of record, Nikita R. Burdick, Esq.,

1 of BURDICK LAW PLLC, hereby files Motion to Enlarge Discovery (First Request) ("Motion")
2 on an Order Shortening Time. This Motion is made on the following Memorandum of Points
3 and Authorities, any affidavits, declarations or exhibits attached hereto, and any oral arguments
4 accepted at the time of the hearing of this matter.

5
6 **ORDER SHORTENING TIME**

7 This Court having read and considered the Declaration of Nikita Burdick, Esq. in support
8 of the Order Shortening Time, and good cause appearing therefore, IT IS HEREBY ORDERED,
9 ADJUDGED, AND DECREED that the time for hearing on **DEFENDANTS' MOTION TO**
10 **ENLARGE DISCOVERY (FIRST REQUEST) ON AN ORDER SHORTENING TIME** is
11 hereby shortened to the ____ day of _____, 2020, at the hour of ____:____.m., or as soon
12 thereafter as the matter can be heard before this Honorable Court.

13
14 HON. ADRIANA ESCOBAR
15 District Court Judge, Department 14

16 Respectfully Submitted By:

17 **BURDICK LAW PLLC**

18 /s/ Nikita Burdick
19 NIKITA R. BURDICK ESQ. (NSB 13384)
20 6625 S. Valley View Blvd. Suite 232
21 Las Vegas, Nevada 89118
22 Telephone: (702) 481-9207
23 Nburdick@Burdicklawnv.com
24 Attorney for Defendants
25
26
27
28

1 **DECLARATION OF NIKITA BURDICK IN SUPPORT OF THE MOTION**

2 I, Nikita Burdick, hereby declare the following under penalty of perjury of the laws of the
3 State of Nevada:

4 1. I am an attorney with BURDICK LAW PLLC, licensed to practice law in the State
5 of Nevada.

6 2. I have personal knowledge of, and am competent to testify to, the facts contained
7 in this declaration. I have made this Declaration in Support of Plaintiff's Motion to Enlarge
8 Discovery (Fourth Request). Specifically, this declaration details compliance with the Eighth
9 Judicial District Court Rule 2.34(d).

10 3. On February 27, 2020, WLAB INVESTMENT, LLC ("WLAB") served the
11 following discovery: First set of Requests for Admission to Defendant TKNR; First set of
12 Interrogatories to Defendant TKNR and First set of Requests for Production to Defendant
13 TKNR.

14 4. On March 11, 2020, WLAB INVESTMENT, LLC ("WLAB") served the
15 following discovery: First set of Requests for Admission to Defendant Investpro Manager LLC;
16 First set of Interrogatories to Defendant Investpro Manager LLC and First set of Requests for
17 Production to Investpro Manager LLC.

18 5. Defendants have responded to all of this discovery.

19 6. On October 6, 2020, Defendant Kenny Zhong Lin served Defendant Kenny
20 Zhong Lin's First Request for Admissions to Plaintiff.

21 7. On October 6, 2020, Defendant TKNR served the following discovery: Defendant
22 TKNR, INC.'s First Request for Admissions to Plaintiff and TKNR, Inc's First Request for
23 Production of Documents to Plaintiff.

24 8. To date, none of the Parties have conducted any depositions.

25 9. Plaintiff, WLAB, claims that they served the Supplemental Early Case
26 Conference Disclosure on August 14, 2020 designating an expert witness.

27 10. Attorney, Nikita Burdick, Esq. went into labor and delivered her son on May 20,
28 2020, and was on maternity leave through August 2020. During the maternity leave, Mrs.

1 Burdick did her best to monitor her cases. However, the current global pandemic made it
2 increasingly difficult to find childcare and, thus, manage the firm and her newborn baby.

3 11. Burdick Law PLLC decreased its staff and work hours in order to remain in
4 operation during this unprecedented global pandemic, COVID-19.

5 12. I was not aware of the Supplemental Early Case Conference Disclosure until
6 Plaintiff's Counsel, Benjamin Childs indicated the same in an update to the Court on October 14,
7 2020. Thereafter, I requested from Benjamin Childs proof of service of the same, to which he
8 forwarded an e-service confirmation.

9 13. Prior to these communications with Mr. Childs, I was not aware of the
10 Supplemental Early Case Conference.

11 14. Thereafter, I conducted some internal research to ascertain as to why I was
12 unaware of this disclosure. The Supplemental Early Case Conference disclosure was allegedly
13 served on August 14, 2020. From August 12 through August 16, 2020 the Burdick Law PLLC
14 website was taken down by the server host due to the failure of the host to update the DNS
15 Numbers. Since the website was down so were all of the firm emails. I was unable to obtain any
16 emails until the host returned the website in working order. I was able to connect with any clients
17 that may have emailed; however, the e-service containing the Supplemental Early Case
18 Conference Report did not come through once the website and emails were working again.
19 Attached to this Motion are email exchanges between the host and myself exemplifying that the
20 website was down during this time. **See Exhibit 1.**

21 15. To date, neither party has conducted any depositions.

22 16. To date, only initial written discovery has been conducted.

23 17. Defendants agreed to one extension of discovery on May 28, 2020 at the request
24 of the Plaintiff due to the difficulties of conducting discovery during the unprecedented COVID-
25 19 pandemic.

26 18. This is Defendant's first request to enlarge discovery so that this court to
27 determine this case on its merits.

28 19. Good cause appears to have discovery enlarged in this matter. The discovery

1 deadline currently set for this matter runs on October 30, 2020. The delays in this case amount to
2 excusable neglect where Burdick Law PLLC did not receive Supplemental Early Case
3 Conference Disclosures due to system failures and further discovery has been difficult due to the
4 unprecedented COVID-19 pandemic. As such, continuing the discovery deadlines in this matter
5 four (4) months is appropriate and supported by good cause. Further, this request for
6 enlargement is made prior to the expiration of the current discovery deadline.

7 20. Nevada is not entirely clear on the approach to assessing excusable neglect. "A
8 court has wide discretion in determining what neglect is excusable and what is inexcusable."
9 *Cicerchia v. Cicerchia*, 77 Nev. 158, 360 P.2d 839 (1961) (citations omitted). For reference,
10 both the United States Court of Appeals for the Ninth Circuit and the United States Supreme
11 Court follow the general equitable standard. The general equitable standard takes account of
12 factors such as "prejudice, the length of the delay and impact on judicial proceedings, the reason
13 for the delay, including whether it was within the reasonable control of the movant, and whether
14 the movant acted in good faith." *TCI Group Life Ins. Plan v. Knoebber*, 244 F.3d 691, 696 (9th
15 Cir. 2001) (quoting *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 395,
16 113 S.Ct. 1489, 123 L.Ed.2d 74 (1993)) (additional citations omitted).

17 21. The preceding events demonstrate that general equitable factors for excusable
18 neglect as there has been no delay or impact on judicial proceedings, good cause for the reasons
19 for the delay, and a good faith basis for the delay. Moreover, this is the first request to enlarge
20 discovery. Finally, the resetting of all civil trials with priority given to criminal trials illustrates
21 that this matter will unlikely go into trial until mid-to-late 2021, so there will not be an impact to
22 the Parties. I declare under penalty of perjury under the laws of the State of Nevada, that the
23 foregoing is true and correct.

24 Dated this 15th day of October, 2020.

25 /s/ Nikita Burdick
26 Nikita Burdick, Declarant
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 **A. Overview**

4 To date, the Parties have only conducted initial written discovery. There have been no
5 depositions or extensive discovery conducted in this matter that contains a multitude of claims
6 including RICO claims. The Plaintiff alleged designating an expert witness in a Supplemental
7 Early Case Conference Report; however, the Defendants did not receive service of this
8 Supplemental Early Case Conference Report due to the website and email systems at Burdick
9 Law PLLC being down. Furthermore, Burdick Law PLLC decreased its staff and hours due to
10 the effects of the unprecedented COVID-19. Finally, the lead attorney, Mrs. Burdick, was out on
11 maternity leave from May 20, 2020 through the end of August 2020. There has been no bad
12 faith in this case to designate a rebuttal expert, rather the actions of Defendant's counsel were
13 excusable neglect at best. There is good faith to expand discovery where this request is made
14 prior to discovery being closed and it is Defendant's first request. Finally, a four month
15 enlargement would not result in a delay in trial where this Court has advised the parties that trial
16 will not go forward in November due to the Court continuing all trials until 2021. In that light,
17 enlarging discovery is appropriate as a matter of law as the general equitable standard illustrates
18 excusable neglect related to the request to enlarge discovery.

19 **B. Statement of Facts/Procedure**

20 Plaintiff's Complaint alleges an array of facts involving the purchase of Real Property
21 almost a year ago in or around December of 2017, commonly known as 2132 Houston Drive Las
22 Vegas, Nevada 89104 (the "Property"). Plaintiff claims that "TKNR failed to disclose one or
23 more condition(s) that materially affect the value or use of the Subject Property." See Compl. at
24 ¶ 10. Plaintiff further alleges various fraudulent claims against all Defendants for alleged false
25 representations made regarding the condition of the Property.

26 On or about December 11, 2018, Plaintiff filed its Complaint against Defendants
27 asserting the following causes of action: (1) Recovery Under NRS Chapter 113 [Defendants
28 TKNR and Wong]; (2) Constructive Fraud [Defendants Investpro and Nickrandt]; (3) Common

1 Law Fraud [Defendant Investpro, Nickrandt and Lin]; and (4) Fraudulent Inducement [All
2 Defendants]. Plaintiff alleges a loss in excess of \$10,000 based on these claims. Thereafter, on
3 January 7, 2019, Defendants filed their Motion to Dismiss or Alternatively a Motion for
4 Summary Judgment. This Court denied the Motion without prejudice.

5 On or about March 4, 2019, Plaintiff filed an Amended Complaint adding the following
6 causes of action: (5) Fraudulent Concealment [Defendants TKNR, Wong, Investpro, and Lin];
7 (6) Breach of Fiduciary Duty [Defendants Investpro, Nickrandt, and Chen]; (7) RICO
8 [Defendants Lin, Cheng, and Investpro]; (8) Damages Under NRS 645.257(1) [Defendants Chen,
9 Lin, Investpro and Nickrandt]; (9) Failure to Supervise, Inadequate Training and Education
10 [Defendants Investpro, Zhang and Nickrandt]; (10) Fraudulent Conveyance [TKNR: Doe
11 Defendants 6-10 and Roe Defendants XI-XX]; (11) Fraudulent Conveyance [Investpro
12 Investments I LLC: Doe Defendants 10-15 and/or Roe Defendants XI-XX]; (12) Civil
13 Conspiracy [Defendants Cheng, Lin, Investpro, Wong, and TKNR]; (13) Breach of Contract
14 [Defendant Investpro]; (14) Breach of Implied Covenant of Good Faith and Fair Dealing
15 [Defendant Investpro].

16 Thereafter, Plaintiff served the following discovery:

- 17 1. On February 27, 2020, WLAB INVESTMENT, LLC ("WLAB") served its First set
18 of Requests for Admission to Defendant TKNR; First set of Interrogatories to
19 Defendant TKNR; and First set of Requests for Production to Defendant TKNR.
- 20 2. On March 11, 2020, WLAB INVESTMENT, LLC ("WLAB") served its First set of
21 Requests for Admission to Defendant Investpro Manager LLC; First set of
22 Interrogatories to Defendant Investpro Manager LLC and First set of Requests for
23 Production to Investpro Manager LLC.

24 Defendants responded to that written discovery.

25 Defendants served the following discovery:

- 26 1. On October 6, 2020, Defendant Kenny Zhong Lin served Defendant Kenny
27 Zhong Lin's First Request for Admissions to Plaintiff;
- 28 2. On October 6, 2020 Defendant TKNR served Defendant TKNR, INC.'s First

Request for Admissions to Plaintiff and its First Request for Production of Documents to Plaintiff.

There has only been one discovery extension that was requested by the Plaintiff because they were having difficulty obtaining an expert witness during these unprecedented COVID-19 times. Defendants agreed to the stipulation as they understood that these times have made it difficult to complete discovery. As such, the current discovery deadline is as follows:

Discovery Deadline	Date
Close of Discovery	October 30, 2020
Last Day to File Motion to Amend Pleadings or Add Parties	August 14, 2020
Initial Expert Disclosures due	August 14, 2020
Rebuttal Expert Disclosures due	September 25, 2020
Deadline to file Dispositive Motions and/or Motions in Limine	October 20, 2020

II. DISCUSSION

A. Legal Standard

“[M]otions to extend any date set by the discovery scheduling order must be in writing and supported by a showing of good cause for the extension . . . within 20 days before the discovery cut-off date or any extension thereof.” EIGHTH JUD. DIST. CT. R. 2.35(a). “A request made beyond the period specified above shall not be granted unless the moving party, attorney or other person demonstrates that the failure to act was the result of excusable neglect.” *Id.*

Every motion to extend or reopen discovery shall include: (1) a statement specifying the discovery completed; (2) a specific description of the discovery that remains to be completed; (3) the reasons why the discovery remaining was not completed within the time limits set by the discovery order; (4) a proposed schedule for completing all remaining discovery; (5) the current trial date; and (6) immediately below the title of such motion a statement indicating how many requests preceded the immediate request. *Id.*

(1) STATEMENT SPECIFYING DISCOVERY COMPLETED

Discovery Completed		
Discovery	Plaintiff	Defendants
Interrogatories	7/31/2018	4/8/2020; 10/5/2020
Admissions	7/31/2018	None
Production of Documents	7/31/2018	10/5/2020; 10/6/2020
Depositions	None	None
Expert Disclosures	8/14/2020	None
Trial Date	Unknown- Stack in 2021	

(2) A SPECIFIC DESCRIPTION OF THE DISCOVERY THAT REMAINS TO BE COMPLETED

Currently, only initial written discovery has been conducted. None of the parties have conducted any depositions. Furthermore, Defendants need to designate their rebuttal experts.

(3) THE PARTIES' FAILURE TO COMPLETE THE REMAINING DISCOVERY WITHIN THE TIME LIMITS SET BY THE DISCOVERY ORDER

Excusable Neglect under EDCR 2.35 is typically defined as follows:

A failure—which the law will excuse—to take some proper step at the proper time (esp. in neglecting to answer a lawsuit) not because of the party's own carelessness, inattention, or willful disregard of the court's process, but because of some unexpected or unavoidable hindrance or accident or because of reliance on the care and vigilance of the party's counsel or on a promise made by the adverse party.

Black's Law Dictionary 1133 (9th ed.2009). Additionally, a number of Nevada cases have applied "excusable neglect" as grounds for enlarging time under NRCP 6(b)(2). For instance, in *Stoecklein v. Johnson Elec., Inc.*, the Court held that excusable neglect was shown "given that '[t]he salutary purpose of Rule 60(b) is to redress any injustices that may have resulted because of excusable neglect or the wrongs of an opposing party,' *Nevada Industrial Dev. v. Benedetti*, 103 Nev. 360, 364, 741 P.2d 802, 805 (1987) (citation omitted), and in light of the state's sound basic policy of resolving cases on their merits whenever possible. *Kahn*, 108 Nev. at 510, 835 P.2d at 793. In this case, as explained below there was a hindrance that caused Burdick Law to not receive service of the Supplemental Early Case Conference Report designating an expert witness. Furthermore, that allowing Defendants to designate a rebuttal expert would allow this Court to hear this case on the merits. Finally, no parties have conducted

1 any depositions yet due to the global unprecedented COVID-19 pandemic, which is necessary
2 for at least the parties. The following provides an explanation as to why discovery was not
3 completed within the time frames.

4 First and foremost, neither party has conducted any party depositions or any depositions
5 due to the difficulties scheduling depositions with parties practicing social distancing during the
6 global and unprecedented COVID-19 pandemic. As such, discovery remains to be conducted.
7 Moreover, Defendants need to designate a rebuttal expert witness as Defendants did not receive
8 notice of Plaintiffs Supplemental Early Case Disclosure due to a website and email system
9 failure at Burdick Law PLLC.

10 From August 12 through August 16, 2020 the Burdick Law PLLC website was taken
11 down by the server host due to the failure of the host to update the DNS Numbers. Since the
12 website was down so were all of the firm emails. I was unable to obtain any emails until the host
13 returned the website in working order. I was able to connect with any clients that may have
14 emailed, however, the e-service did not come through once the website and emails were back up.
15 Attached to this Motion are email exchanges between the host and myself exemplifying that the
16 website was down during this time. **See Exhibit 1.** Additional proof can be provided to this
17 Court if required.

18 Furthermore, the lead attorney, Nikita Burdick, Esq. went into labor and delivered her
19 son on May 20, 2020 and was on maternity leave through August 2020. During the maternity
20 leave, Mrs. Burdick did her best to monitor her cases and conduct discovery. However, the
21 current global pandemic made it increasingly difficult to find childcare and, thus, manage the
22 firm and her newborn baby. Finally, the rules of social distancing made it difficult to coordinate
23 with the multitude of party defendants in scheduling depositions.

24 Simply put, Defendants were not aware of the Supplemental Early Case Conference
25 Disclosure until Plaintiff's Counsel, Benjamin Childs indicated the same in an update to the
26 Court on October 14, 2020. Thereafter, Burdick Law PLLC requested from Benjamin Childs
27 proof of service of the same, to which he forwarded the Supplemental Early Case Conference
28

Disclosure and an e-service confirmation. Immediately thereafter, Burdick Law PLLC filed this Motion to enlarge the discovery deadlines.

Nevada is not entirely clear on the approach to assessing excusable neglect. “A court has wide discretion in determining what neglect is excusable and what is inexcusable.” *Cicerchia v. Cicerchia*, 77 Nev. 158, 360 P.2d 839 (1961) (citations omitted). For reference, both the United States Court of Appeals for the Ninth Circuit and the United States Supreme Court follow the general equitable standard. The general equitable standard takes account of factors such as “prejudice, the length of the delay and impact on judicial proceedings, the reason for the delay, including whether it was within the reasonable control of the movant, and whether the movant acted in good faith.” *TCI Group Life Ins. Plan v. Knoebber*, 244 F.3d 691, 696 (9th Cir. 2001) (quoting *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P’ship*, 507 U.S. 380, 395, 113 S.Ct. 1489, 123 L.Ed.2d 74 (1993)) (additional citations omitted). The preceding events demonstrate the general equitable factors for excusable neglect as there has been no delay or impact on judicial proceedings, good cause for the reasons for the delay, and a good faith basis for the delay.

(4) PROPOSED SCHEDULE FOR COMPLETING DISCOVERY

Plaintiff requests a four (4) month extension of the deadline to file rebuttal expert disclosures and to conduct part depositions.

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	December 14, 2020
Rebuttal Expert Disclosures due	December 17, 2020
Deadline to file Dispositive Motions	January 25, 2021
Deadline to file Motions in Limine	45 days before trial

(5) THE CURRENT TRIAL DATE

Trial was set for November 16, 2020. However, this Court recently sent out a correspondence indicating that no trials will be conducted in 2020 and we will be reset for some time in 2021. However, due to the priority of criminal trials illustrates that this matter will unlikely go into trial until mid-to-late 2021, so there will not be an impact to the Parties.

1 **III. CONCLUSION**

2 Good cause appears to grant the Motion.

3
4 Dated this 15th day of October, 2020.

5
6 BURDICK LAW PLLC

7
8 By /s/ Nikita R. Burdick
9 Nikita R. Burdick, Esq.
10 Nevada Bar No. 13384
11 6625 S Valley View Blvd. Suite 232
12 Las Vegas, Nevada 89118
13 Attorneys for Defendants
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 15 day of October, 2020, I placed a copy of **DEFENDANT'S MOTION TO ENLARGE DISCOVERY (FIRST REQUEST)** 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.
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Phone: (702) 251-0000
Fax: (702) 384-1119
Attorneys for Plaintiff

/s/ Abigail McGowan
An employee of BURDICK LAW PLLC

EXHIBIT 1



Nikita Burdick <burdicklawfirm@gmail.com>

Website - Burdick Law NV- did you move it

Nikita Burdick <burdicklawfirm@gmail.com>

Wed, Aug 12, 2020 at 3:27 PM

To: Derrick Webber <dwebber@multimediaicons.com>

Hello Derrick,

I hope you and your family are doing well! I've been having some issues over the past two days and I think it's finally figured out. It started with my emails not working. Google directed me to domain.com and that's when I figured out my website is down. Domain.com said it's a pro some with the hosting.

After you initially made the website, I hired another company to redo it and thought the hosting was switched. So I contacted them. They said that they just updated it was the original website designer that took the website from GoDaddy to another hosting company called dizinc.com and that the website was taken down.

If this was you, can you please release my website and I'll host it with someone else? The website was redone and took a long time and money to get it where I wanted it to be and I'd really like to get it back up. It's been affecting my business not getting my emails. If it wasn't you who made the switch then please let me know so I can investigate further.

Thank you!

Nikita Burdick

Sent from iPhone

--
Best Regards,

Nikita Burdick, Esq.
Burdick Law, PLLC
702-481-9207
burdicklawfirm@gmail.com

The information transmitted by this email is intended only for the person or entity to which it is addressed. ***This email may contain proprietary, business-confidential and/or privileged material.*** If you are not the intended recipient of this message, be aware that any use, review, retransmission, distribution, reproduction or any action taken in reliance upon this message ***is strictly prohibited***. If you received this in error, please contact the sender at burdicklawfirm@gmail.com and delete the material from all computers and email accounts.



Nikita Burdick <burdicklawfirm@gmail.com>

Website - Burdick Law NV- did you move it

Derrick Webber <dwebber@multimediaicons.com>

Wed, Aug 12, 2020 at 4:14 PM

To: Nikita Burdick <burdicklawfirm@gmail.com>

Hi Nikita,

There was a server update on this end so we'll need to update the nameserver information on your domain name to restore your website and email.

I've attempted to log into your [domain.com](#) account to update your servers but the information I have for you no longer works.

This is what I have:

Username: burdicklawnvcom

Password: Apollo12!

[Quoted text hidden]

--

Thanks,

Derrick Webber
702-703-4660

0179



Nikita Burdick <burdicklawfirm@gmail.com>

Website - Burdick Law NV- did you move it

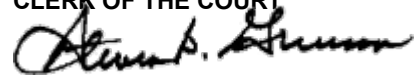
Derrick Webber <dwebber@multimediaicons.com>

Sat, Aug 15, 2020 at 10:05 AM

To: Nikita Burdick <burdicklawfirm@gmail.com>

Thanks you! The changes have been made and your website should return shortly.

[Quoted text hidden]



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
15 2 Email chain 10/14/2020
16

17
18 CERTIFICATE OF ELECTRONIC SERVICE

19 This PLAINTIFF'S OPPOSITION TO MOTION TO EXTEND DISCOVERY
20 DEADLINES, with exhibits, was served through the Odyssey File and Serve system on August
21 14, 2020. Electronic service is in place of service by mailing.
22

23
24 /s/ Benjamin B. Childs, Sr.

25 _____
26 BENJAMIN B. CHILDS, Sr. ESQ.
27 NEVADA BAR # 3946
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

0187



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

The information transmitted by this email is intended only for the person or entity to which it is addressed. ***This email may contain proprietary, business-confidential and/or privileged material.*** If you are not the intended recipient of this message, be aware that any use, review, retransmission, distribution, reproduction or any action taken in reliance upon this message ***is strictly prohibited***. If you received this in error, please contact the sender at nburdick@burdicklawnv.com and delete the material from all computers and email accounts..

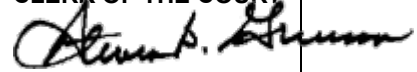


EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2



1 OSCJC

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5 W L A B INVESTMENT, LLC,

CASE NO. A-18-785917-C

6 Plaintiff,

DEPT. NO. XIV

7 vs.

8 TKNR, INC., et al.,

9 Defendants.

10
11 **NOTICE:** PURSUANT TO THE STIPULATION OF THE PARTIES,
12 ADMINISTRATIVE ORDER 20-17, AND/OR DUE TO THE ONGOING COVID-19
13 PANDEMIC, THE COURT MAY HAVE ADDED ADDITIONAL TIME TO THE
BELOW DISCOVERY DATES FOR THE ABOVE-REFERENCED MATTER.

14 **SCHEDULING ORDER AND ORDER SETTING CIVIL JURY TRIAL**

15 NATURE OF ACTION: **Other Real Property.**

16 TIME REQUIRED FOR TRIAL: **5-7 Days.**

17 TRIAL READY DATE: **January 21, 2021.**

18 STATUS CHECK FOR SETTLEMENT CONFERENCE: **September 2,**

19 **2020 on Chambers Calendar.**

20 Counsel representing all parties and after consideration by the Discovery
21 Commissioner,

22 IT IS HEREBY ORDERED:

- 23 1. All parties shall complete discovery on or before **October 30, 2020.**
- 24 2. All parties shall file motions to amend pleadings or add parties on
25 or before **August 14, 2020.**
- 26 3. All parties shall make initial expert disclosures pursuant to N.R.C.P.
27 16.1(a)(2) on or before **August 15, 2020.**
- 28

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

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

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

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' OFFER OF JUDGMENT
TO PLAINTIFF WLAB INVESTMENT,
LLC**

TO: W L A B INVESTMENT, LLC, Plaintiff; and

BENJAMIN B. CHILDS, ESQ., Attorney for Plaintiff.

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

1 counsel of record, MICHAEL B. LEE, P.C., hereby offers to allow judgment to be taken against
2 them as provided in Rule 68(b) of the Nevada Rules of Civil Procedure and NRS § 17.115 in the
3 above-entitled action in the amount of Five Thousand Dollars (\$5,000.00), which includes any
4 applicable attorneys' fees, liens, costs, and prejudgment interest.

5 Acceptance by Plaintiff will therefore result in satisfaction of past, present and future
6 damages with respect to Plaintiff's claims in the case against Defendants and will serve to
7 dismiss and bar the bringing of any and all future causes of action against Defendants by Plaintiff
8 arising out of this matter as identified and referenced in the Complaint filed by Plaintiff in this
9 action. If you accept this offer and give written notice thereof within fourteen (14) days, you may
10 file this offer with proof of service of notice of acceptance. In the event this Offer of Judgment is
11 accepted by Plaintiff, Defendants will obtain a dismissal of the claims as provided by N.R.C.P.
12 68(d), rather than to allow judgment to be entered against Defendants. Accordingly, and
13 pursuant to these rules and statutes, judgment against Defendants cannot be entered unless
14 ordered by the District Court. This Offer of Judgment shall be deemed withdrawn if not
15 accepted by the deadline.

16 As to the reasonableness of this offer, the underlying evidentiary supports shows that: (1)
17 Plaintiff's action was not brought in good faith as: the Property was originally constructed in
18 1954; Marie Zhu ("Zhu") executed a residential purchase agreement ("RPA") for the Property
19 waiving her due diligence; Zhu did not do any inspections although she had the right to conduct,
20 non-invasive/non-destructive inspections of all structural, roofing, mechanical, electrical,
21 plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any
22 other property or systems, through licensed and bonded contractors or other qualified
23 professionals; Zhu waived the Due Diligence condition under Paragraph 7(C) of the RPA;
24 ignored the recommendation to conduct an inspection under Paragraph 7(D) of the RPA; waived
25 the energy audit, pest inspection, roof inspection, septic lid removal inspection, mechanical
26 inspection, soil inspection, and structural inspection; failed to inspect the Property sufficiently as
27 to satisfy her use as required by the RPA; had actual knowledge of TKNR's disclosure that "3
28 units has brand new AC installed within 3 months," and further that the "owner never resided in

1 the property and never visited the property”; 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; Zhu
3 agreed that she was not relying upon any representations made by Brokers or Broker’s agent; Zhu
4 agreed to purchase the Property AS-IS, WHERE-IS, without any representations or warranties;
5 Zhu agreed to satisfy herself, as to the condition of the Property, prior to the close of escrow;
6 Zhu waived all claims against Brokers or their agents for defects in the Property and factors
7 related to Zhu’s failure to conduct walk-throughs or inspections; Zhu assumed full responsibility
8 and agreed to conduct such tests, walk-throughs, inspections and research, as she deemed
9 necessary; Nevada Revised Statute (“NRS”) § 113.140 clearly provides that the Seller
10 Disclosures does not constitute a warranty of the Subject Property and that the Buyer still has a
11 duty to exercise reasonable care to protect himself; NRS § 113.140 also provides that the Seller
12 does not have to disclose any defect that he is unaware of; NRS § 113.130 does not require a
13 seller to disclose a defect in residential property of which the seller is not aware; a completed
14 disclosure form does not constitute an express or implied warranty regarding any condition of
15 residential property; Chapters 113 and 645 of Nevada Revised Statutes do not relieve a buyer or
16 prospective buyer of the duty to exercise reasonable care to protect himself or herself; Zhu did
17 not exercise reasonable care in protecting herself by conducting an inspection of the Subject
18 Property or the newly installed HVAC systems even though the Purchase Agreement allowed her
19 to; Plaintiff owned the Property for more than a year since before making any inspections about
20 the Property; Defendants was aware of any issues with any structural, electrical, plumbing,
21 sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues with the Property
22 before the time of the sale to Zhu; Defendants were not aware of any issues with any structural,
23 electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues
24 with the Property at the time of the sale to Zhu; Defendants were not aware of any issues with
25 any structural, electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or
26 foundation issues with the Property after the sale to Zhu; any alleged conditions were open,
27 obvious, and could have been discovered by a reasonable inspection; Seller disclosed there were
28 issues with the heating and cooling systems with the Property; Seller disclosed that there were

1 construction, modifications, alterations, and/or repairs made without required state, city, or
2 county building permits; Seller disclosed that the Property was constructed before 1977; Seller
3 disclosed that the kitchen cabinets were brand new; Seller disclosed the sprinklers for the
4 landscaping did not work, all pipes were broken; Seller disclosed that the work, other than the
5 mechanical installation, was done by a handyman; and Seller disclosed that he never resided in
6 the property and/or visited it.

7 (2) This the offer of judgment is reasonable in light of the foregoing analysis providing
8 both the factual basis for the claims and the legal authority showing the lack of merit of the
9 action; (3) your refusal to accept the offer of judgment will be in bad faith and unreasonable; and
10 (4) the fees sought are reasonable in light of the demand to resolve this matter prior to the
11 commencement of heavy litigation. *See Beattie v. Thomas*, 99 Nev. 579, 588-89, 668 P.2d 268,
12 274 (1983).

13 This Offer of Judgment is made solely for the purposes intended by N.R.C.P. 68, and is
14 not to be construed as an admission in any form that Defendants are liable for any of the
15 allegations made by Plaintiff in the Complaint.

16 DATED this 19 day of November, 2020.

17 MICHAEL B. LEE, P.C.

18 /s/ Michael Lee
19 MICHAEL B. LEE, ESQ. (NSB No.: 10122)
20 1820 E. Sahara Avenue, Suite 110
21 Las Vegas, Nevada 89104
22 P: 702.477.7030
23 F: 702.477.0096
24 mike@mblnv.com
25 *Attorney for Plaintiff*
26
27
28

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 19 day of November, 2020, I placed a copy of the **DEFENDANTS' OFFER OF JUDGMENT TO PLAINTIFF WLAB INVESTMENT, LLC** 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.
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.