

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 09:28 a.m.
Electronically Filed
Elizabeth A. Brown
Clerk of Supreme Court

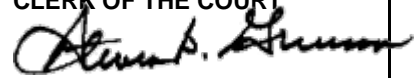
APPEAL

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 II

CHRONOLOGICAL INDEX

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Plaintiff's Motion for Leave to File Second Amended Complaint	11/20/2020	II	0200-0315
Stipulation and Order for Plaintiff to File Second Amended Complaint	11/23/2020	II	0316-0360
Second Amended Complaint	11/23/2020	II	0361-0398
Plaintiff's First Set of Interrogatories to Man Chau Cheng	SERVED 11/26/2020	II	0399-0416
Plaintiff's First Set of Interrogatories to Investpro Investments	SERVED 11/26/2020	II	0417-0435
Plaintiff's First Set of Requests for Production of Documents to Investpro Investments	SERVED 11/26/2020	II	0436-0442
Plaintiff's First Set of Requests for Production of Documents to Wong	SERVED 11/26/2020	II	0443-0449



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EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

Defendants/Counterclaimants

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

Hearing date requested

AND RELATED ACTIONS

PLAINTIFF'S MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT

Plaintiff W L A B INVESTMENT, LLC [Plaintiff herein] seeks to file a Second
Amended Complaint to address the issues set forth below.

1 THE COURT SHOULD GRANT LEAVE TO AMEND TO ALLOW PLAINTIFF TO
2 FILE A SECOND AMENDED COMPLAINT SO THIS ACTION CAN BE
3 ADJUDICATED ON ITS MERITS. MOTION IS TIMELY FILED.

4
5 N.R.C.P. 15(a)(2) provides that “a party may amend its pleading only with
6 the opposing party’s written consent or the court’s leave. The court should freely
7 give leave when justice so requires.”

8 A motion for leave to amend is left to the sound discretion of the trial judge,
9 and the trial judge’s decision will not be disturbed absent an abuse of discretion.
10 University & Cmty. Coll. Sys. v. Sutton, 120 Nev. 972, 988 (2004).

11 While granting leave to amend a complaint is discretionary with the court,
12 “leave to amend should be permitted when no prejudice to the defendant will
13 result, and when justice requires it.” Nelson v. Sierra Construction Corp., 88 Nev.
14 704, 705-06, 504 P.2d 700, 701 (1972). That is the case here.

15 Under NRCP 15(a)(2), [t]he court should freely give leave when justice so
16 requires. Motions for leave to amend a pleading ought to be granted unless a
17 strong reason exists not to do so, such as prejudice to the opponent or lack of
18 good faith by the moving party. Nutton v. Sunset Station, Inc., 131 Nev. 279, 284
19 (Nev. App. 2015); see also Stephens v. S. Nev. Music Co., 89 Nev. 104, 105 06
20 (1973) ([I]n the absence of any apparent or declared reason such as undue
21 delay, bad faith or dilatory motive on the part of the movant the leave sought
22 should be freely given.)

23 Plaintiff’s Motion is supported by his Declaration and numerous documentary
24 exhibits. This Motion is timely under the Order Granting Defendants’ Motion to Enlarge
25 Discovery filed November 4, 2020 which set the deadline to file Motions to Amend
26 Pleadings or Add Parties as December 14, 2020.

1 Finally, no prejudice will result to any of the Parties as a result of the Second
2 Amended Complaint since they are all represented by one attorney and were all
3 involved with the pleadings and discovery upon which this Motion is based. Justice
4 compels the Court to allow the Second Amended Complaint so this action can be fully
5 and fairly adjudicated. A copy of the proposed Second Amended Complaint is
6 attached hereto as Exhibit 9.¹

7 The declaration of Frank Miao, manager of Plaintiff, is attached, with Exhibits
8 1 through 7 referenced therein. The expert witness report of Ami Sani is attached as
9 Exhibit 8.

10
11 BASIS OF THE MOTION
12

13 Plaintiff seeks to file a Second Amended Complaint to add a cause of action for
14 Abuse of Process. The factual allegations are clearly set forth in the Proposed Second
15 Amended Complaint [Exhibit 8, Paragraphs 137 - 141 beginning on page 32].
16

17 CONCLUSION
18

19
20 Plaintiff seeks to file the Second Amended Complaint which is attached
21 hereto pursuant to NRCP 15 is attached as Exhibit 9.

22 /s/ Benjamin B. Childs
23 BENJAMIN B. CHILDS, ESQ.
24 NEVADA BAR # 3946
25 Attorney for Plaintiff/Counterdefendant

26 ¹. There blank dates on Page 33 in Paragraph 137 because Defendants have not filed their
27 Amended Answer as of the time Plaintiff files this Motion, although they were authorized following
28 their own Motion to File Amended Answer et al set on chambers calendar for November 17, 2020.

1 Exhibits

- 2
- 3 1 Promotional Website for flipping fund
- 4 2 Deed to TKNR recorded September, 2015
- 5 3 Receipts for repairs to Subject Property in 2016
- 6 4 Emails from Plaintiff regarding inspection and required repairs
- 7 5 Excerpt from offer and acceptance for the Subject Property
- 8 6 Seller Real Property Disclosure Form
- 9 7 Requirements for permits and inspections
- 10 8 Ami Sani expert report
- 11 9 Proposed Second Amended Complaint

12 CERTIFICATE OF SERVICE

13 This PLAINTIFF'S MOTION FOR LEAVE TO FILE SECOND AMENDED

14 COMPLAINT, with Exhibits, was served through the Odessey File and Serve

15 system to opposing counsel at filing. Electronic service is in lieu of mailing.

16

17 /s/ Benjamin B. Childs, Sr.

18 _____

19 BENJAMIN B. CHILDS, Sr.ESQ.

20 NEVADA BAR # 3946

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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 and 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, in December of 2017. Lin tried to recruit me as an investor in his Flipping Fund. After this is when 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 1], 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 2]

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

FQM

estate broker. Investpro makes a 25% profit on each project they renovate and flip, plus the sales commissions to Investpro; the investor makes a 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 3], 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 been 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 3] As part of this process, they dismantled the old natural gas wall furnaces and disconnected the natural supply

F&M

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 3. 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.

After we bought the Subject Property, in 2018, 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

F&M

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 4 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.

Exhibit 5 is an excerpt from the purchase agreement evidencing that WLAB did NOT waive the inspection.

Exhibit 6 is the Seller's Real Property Disclosure Form evidencing the false statements, which were made with full knowledge because all the work was performed by Seller or by Seller's agent on behalf of Seller.

Note that the electrical issues are in unit A of the Subject Property, but Exhibit 3 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. Defendants did not disclose that one 5 ton heat pump with ducting had been installed on the roof in March, 2016 [See Exhibit 3] and then removed in

FQM

June, 2017. Also see Exhibit 6. This 5 ton heat pump with ducting damaged the roof structure and the building structure because it was too heavy to put on the roof and no load calculations were performed to prevent this damage. WLAB only found this out after when Defendants provided the invoices attached to their Motion to Dismiss filed January 7, 2019 [attached as Exhibit 4 to that motion] and then confirmed by the tenant. The Offer and Acceptance [Exhibit 5] did not waive inspection and I inspected the property on August 10, 2017. At the August 10, 2017 inspection, I could not inspect the dryer vents into the ceiling without destructing the ceiling drywall. WLAB did not waive the inspection; an inspection was conducted on August 10, 2017 with myself and Lin. The complaints outlined in the Complaint were hidden behind drywall.

I note that the Seller's Real Property Disclosure Form [SRPDF] [Exhibit 6] 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 remarks about repairs made without permits, but there is no explanation.

FQM

The renovations by Investpro were 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. [Exhibit 7]

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.

As to Mr. Sani, I spent a lot of time to locate an expert and I eventually found him. My only no prior association with him was to hire him to do HVAC repair on two other properties. I do not now have any association with him other than as an expert witness in this case.

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

Executed on

11/16/2020
(date)

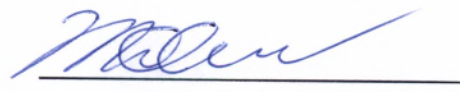

(signature)

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

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
联系电话 95013515588 x 88855



恆興地產

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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



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Case # A-18-785917-C

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
PROVIDED
LISTS

09

短炒周期
FLIPPING
TERM

10

资金分配
INVESTMENTS
& EXPENSES

11

投资回报
PROFITS
FORMA

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案例分析 SUCCESSFUL PROJECTS

4320 NOLAN LN

LAS VEGAS NV

03/02

2015

102天/DAY

06/12

2015

增值

INCREASE
IN VALUE

SEE LISTING

WLAB Investment v. TKNR

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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

COMPOUND RATE

PROFIT PER FLIP
每次利润
8.71 %

FLIPS PER YEAR
年短炒次数
2.72

年盈利率 **23.69 %**

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投资回报率 PRO FORMA

MINIMUM PLAN	MAXIMUM PLAN	MAXIMUM PLAN	MAXIMUM PLAN	MAXIMUM PLAN	MAXIMUM 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	基金管理年费	总剩余资本



相关政策

TERMS & CONDITIONS

1. 周期: 1-3 年。
2. 投资门槛: 最少\$5万, 每股\$1000。
2. 用途: 在拉斯维加斯短炒住宅。
3. 回报: 每年先付8%的红利, 按季度付, 然后在所有本金收回后, 纯利润的75%给投资人, 25%给管理公司。
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CLOSE OUT DATE: DEC. 31, 2015

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



CONTACT
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Email: zhong.kenny@gmail.com
中国境内
联系电话 95013515588 x 88855

InvestPro REALTY 恆興地產

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在美国买房宜早规划财务, 这三种买家尤其要注意!
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Las Vegas NV 89103

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Investment Opportunities - InvestPro Realty



Introducing

■ ■

■ ■

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Management Team

Professional team
to optimize your fund



Kenny Lin [more>](#)

Over 20-years experience in real estate investment industry.
Specialize in Auctions, Investments, Luxury homes, High raise
condo, Residential, Commercial, Apartment, Property
Management, New Construction, Development Land.

Languages: English, Mandarin, Cantonese, Fuzhou dialect

Service Area: Las Vegas NV, Summerlin NV, Henderson NV

(<http://investprorealty.net/agents/kenny-lin/>)



We carefully chose

Investment Projects

FLIPPING FUND

Las Vegas

Flipping Fund is for investing on value
increasing real estates in Las Vegas.

[Learn more>](#)

WLAB Investment v. TKNR

Case # A-18-785917-C

Page 11 of 19

0220

(<http://investprorealty.net/investment-opportunities/flipping-fund-lv/>)

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(<https://www.addtoany.com/share?url=http%3A%2F%2Finvestprorealty.net%2Finvestment-opportunities%2F&title=Investment%20Opportunities>)

[PRIVACY POLICY \(/privacy-policy/\)](#)

[TERMS AND CONDITIONS \(/terms-and-conditions/\)](#)

[DISCLAIMER \(/disclaimer/\)](#)

Las Vegas Website Design (<https://websitecenter.com/design/>) and Hosting (<https://websitecenter.com/hosting/>) By WebsiteCenter.com (<https://www.websitecenter.com>)

InvestPro Realty
3553 S Valley View Blvd
Las Vegas NV 89103

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 2

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

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

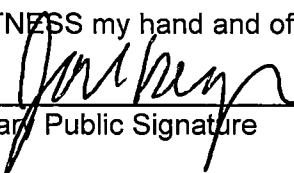
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA
County of ORANGE

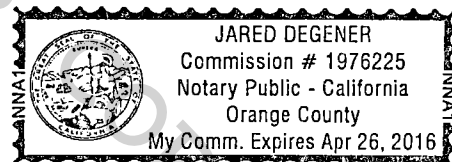
On 9-30-15 before me, Jared Degener, a notary public personally appeared MIGUEL OCHOA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that 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 3

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3



THE AIR TEAM

HEATING & COOLING

License No. 007907

HVAC SERVICE ORDER

INVOICE

00299

702.908.1766

theairteamly.com

facebook.com/theairteamly

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

ENVIRONMENTAL CHECKLIST			
CONDENSING UNIT	QTY	TYPE/DISPOSITION	
<input type="checkbox"/> RECOVERED			
<input type="checkbox"/> RECYCLED			
<input type="checkbox"/> RECLAIMED			
<input type="checkbox"/> RETURNED			
<input type="checkbox"/> DISPOSAL			
<input type="checkbox"/> DISMANTLED			
<input type="checkbox"/> CHANGED OUT/REPLACED			
TOTAL \$			

QTY	MATERIALS & SERVICES	UNIT PRICE	AMOUNT
	REFRIGERANT R- LBS.		
2	Goodman 2ton hp rtu	\$3,800	\$7,600
	50% Down Payment		-\$3,800
TOTAL MATERIALS & SERVICES \$			
LABOR		RATE	AMOUNT
TOTAL LABOR \$			

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"/> VOLTS _____ AMPS _____	
<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"/> RV VALVE	
<input type="checkbox"/> STRIP HEAT	
<input type="checkbox"/> DEFROST CYCLE	
<input type="checkbox"/> ELECTRICAL COMPONENTS	
<input type="checkbox"/> RELAYS	<input type="checkbox"/> CONTACTORS
<input type="checkbox"/> OVERLOAD	<input type="checkbox"/> PRESS SWITCH
<input type="checkbox"/> THERMOSTAT	
<input type="checkbox"/> OK	<input type="checkbox"/> REPLACE
<input type="checkbox"/> RELOCATE	

TOTAL SUMMARY	
TOTAL MATERIALS	
TOTAL LABOR	
TRAVEL CHARGE	
TAX	
TOTAL \$	\$3,800.00

PAYMENT METHOD	
<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK
CREDIT CARD	<input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> DISCOVER
NAME ON CARD	
CREDIT CARD NO.	
EXP. DATE	SECURITY CODE

TERMS	
DUE UPON RECEIPT	
I have the authority to order the work outlined above which has been satisfactorily completed. I agree that the Seller reserves 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.	
CUSTOMER SIGNATURE	DATE

FOR OFFICE USE ONLY	
<input type="checkbox"/> ENT	DATE
INT	

THANK YOU for choosing THE AIR TEAM
for your heating & cooling needs.

REMIT PAYMENT TO: 5649 CHAMPAGNE FLOWER ST. NORTH LAS VEGAS NV 89031

RECOMMENDATIONS/COMMENTS

Please register units online within 60 days at "goodmanmfg.com" to get a full 10 year manufacturers warranty.

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

Unit C: Goodman
Model# GPH1424M41AB
Serial# 1704201157

Installed new Goodman 2 ton heat pump roof top package Unit B and Unit C. Tested both system operation. Both are working normal.

10 year manufacturer warranty on parts.
1 year labor warranty.

Charged TN Copy: NO
Closed Task: YES
Ok to Pay Vendor: YES
Date: 4/13
Initial: DAB

WORK TO BE PERFORMED ☐ AC ☐ HT ☐ SERVICE ☐ REPAIR ☒ INSTALLATION

Unit B and Unit C rooftop package unit install.
\$3,800 down payment received on 05/25/2017

DESCRIPTION OF WORK

CUSTOMER

Invest Pro Realty

BUILDING ADDRESS

CITY/STATE/ZIP

PHONE

EMAIL

CONTACT Danna

JOB NAME

Unit B & C

PO NO.

JOB ADDRESS

2132 Houston Dr.

CITY/STATE/ZIP

Las Vegas, NV 89104

PHONE

ALT. PHONE

DATE

06/03/2017

TECHNICIAN

0227

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 PRO 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 161346024
 Equip Type #2 Mfg MN
 Equip Type #3 Mfg MN

SIGNATURE X

SN 161447690 LC Roof Age new
 SN LC Age
 SN LC Age

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

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

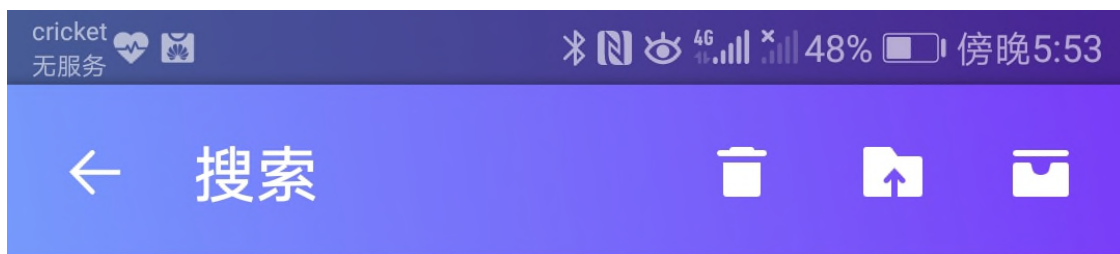
0228

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

**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

0230

Outlook

BC

Search Mail and People

New | Delete Archive Junk | Sweep Move to Categories

Undo

Folders

Inbox 4624

ae filing 492

Bankruptcy 224

Sent Items

Drafts 119

MarendaCS payments

[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.

0231

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

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

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

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

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

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

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

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

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

A. TITLE, ESCROW & APPRAISAL FEES:

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

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

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

Rev. 06/17

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BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CH

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6



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

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

[Signature]
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 checked="" type="checkbox"/>	<input 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: Municipal Sewer <input checked="" 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

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 ~~live~~ visited
the property.

Seller's Initials

MZ

Buyer's Initials

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

CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE

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

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

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

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

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

(Added to NRS by 1995, 844)

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

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

(Added to NRS by 1995, 842)

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

1. Except as otherwise provided in subsection 2:
 - (a) At least 10 days before residential property is conveyed to a purchaser:
 - (1) The seller shall complete a disclosure form regarding the residential property; and
 - (2) The seller or the seller's agent shall serve the purchaser or the purchaser's agent with the completed disclosure form.
 - (b) If, after service of the completed disclosure form but before conveyance of the property to the purchaser, a seller or the seller's agent discovers a new defect in the residential property that was not identified on the completed disclosure form or discovers that a defect identified on the completed disclosure form has become worse than was indicated on the form, the seller or the seller's agent shall inform the purchaser or the purchaser's agent of that fact, in writing, as soon as practicable after the discovery of that fact but in no event later than the conveyance of the property to the purchaser. If the seller does not agree to repair or replace the defect, the purchaser may:
 - (1) Rescind the agreement to purchase the property; or
 - (2) Close escrow and accept the property with the defect as revealed by the seller or the seller's agent without further recourse.
2. Subsection 1 does not apply to a sale or intended sale of residential property:
 - (a) By foreclosure pursuant to chapter 107 of NRS.
 - (b) Between any co-owners of the property, spouses or persons related within the third degree of consanguinity.
 - (c) Which is the first sale of a residence that was constructed by a licensed contractor.
 - (d) By a person who takes temporary possession or control of or title to the property solely to facilitate the sale of the property on behalf of a person who relocates to another county, state or country before title to the property is transferred to a purchaser.
3. A purchaser of residential property may not waive any of the requirements of subsection 1. A seller of residential property may not require a purchaser to waive any of the requirements of subsection 1 as a condition of sale or for any other purpose.
4. If a sale or intended sale of residential property is exempted from the requirements of subsection 1 pursuant to paragraph (a) of subsection 2, the trustee and the beneficiary of the deed of trust shall, not later than at the time of the conveyance of the property to the purchaser of the residential property, or upon the request of the purchaser of the residential property, provide:
 - (a) Written notice to the purchaser of any defects in the property of which the trustee or beneficiary, respectively, is aware, and
 - (b) If any defects are repaired or replaced or attempted to be repaired or replaced, the contact information of any asset management company who provided asset management services for the property. The asset management company shall provide a service report to the purchaser upon request.
5. As used in this section:
 - (a) "Seller" includes, without limitation, a client as defined in NRS 645H.060.
 - (b) "Service report" has the meaning ascribed to it in NRS 645H.350.

(Added to NRS by 1995, 842; A 1997, 349; 2001, 1339; 2006, 598; 2011, 2832)

Seller(s) Initials

MZ

Buyer(s) Initials

Nevada Real Estate Division
Replaces all previous versions

Page 4 of 5

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

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

instant@realtor.com

0238

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 113.202 to 113.206, inclusive, and 401.000 to 401.093, inclusive.

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

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

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

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

(Added to NRS by 1999, 843, A, 1999, 2840.)

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

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

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

3. Neither this chapter nor Chapter 843 of NRS relieves a buyer or prospective buyer of the duty to exercise reasonable care to protect himself.

(Added to NRS by 1999, 843, A, 1999, 2840.)

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

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

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

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

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

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

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

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

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

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

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

(b) A contractor, engineer, land surveyor, certified inspector as defined in NRS 645.040 or pesticide applicator, who was authorized to practice that profession in this State at the time the information was provided.

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

(Added to NRS by 1999, 843, A, 1999, 150, 1767.)

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 N R Inc Date: 8/21/17
 Seller(s): [Signature] Date: 8/21/17

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

Buyer(s): Marie Zhu Date: 08/21/2017
 Buyer(s): 8/21/2017 7:26:20 PM PDT Date: _____



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.



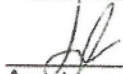
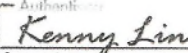
 Seller: TR-RA, Inc	06/20/2017 Date		
 Purchaser: Marie Zhu	06/21/2017 Date		
 Agent: _____	_____ Date	 Agent: Kenny Lin	_____ Date

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

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.



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

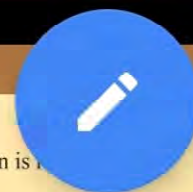
Clark County Development Services Department

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... 🔍 🏠 ⋮



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.



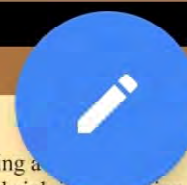
Clark County Development Services Department

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.
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Thinking about replacing your water heater or converting part of your garage into an office? Before you open your tool box, ask yourself one simple question: "Got Permits?" Clark County's Department of Development Services can help. Even small home improvement projects may require a building permit. Faulty installations can cause fires, flood damage and other hazards, and also force you to make costly repairs when you sell your home. Permits - and the inspections that come with them - protect your family's safety and the value of your property by ensuring the work meets adopted building codes.

What is an electrical permit?

Electrical permits refer to construction work performed on a home's electrical system. In addition to an electrical permit, separate permits may be required for building, plumbing and mechanical work related to your project.

What types of home improvement projects

DO require an electrical permit?

- Installation or Alteration of Any Permanent Wiring or Electrical Device
- Additional Wiring to Install Indoor or Outdoor Outlets, Light Fixtures or Fans
- Installation of Receptacles for Garage Door Openers or Conversion From Fuse Box to Circuit Breakers
- Electricity for a Spa

What types of home improvement projects

DON'T require electrical permits?

- Replacing Existing Light Fixtures or Fans
- Repairing or Replacing Switches, Contactors or Control Devices
- Replacing Existing Electrical Installations With Installations of Same Type and Rating in Same Location
- Using Portable Motors or Appliances in Approved Outlets (Some portable heating or heating-cooling units may require an electrical permit if they provide minimum heating.)
- Temporary Decorative Lighting (such as holiday lighting)
- Installation of Low-Voltage (50 volts or less) Security Systems, Audio Speakers and Similar Home Systems



Clark County Development Services Department

Clark County Development Services Department

If I plan to do electrical work myself on my home, do I still need an electrical permit?

Yes. To obtain an electrical permit as an owner/builder, you must own and occupy the home where you plan to

If your project involves the addition of..., you will need to submit an electrical permit application as a sub-permit of a building permit application. See our "Single Family Residence & Guest House" permit



EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

Expert Testimony Report

By

Amin Sani

President of Arvin Construction Co.

General Contractor License # 86070

RE : 2132 Houston Dr
 Las Vegas, NV 89104

a. Structure defect.

1. Three old small swamp coolers were removed without UBC required permits and inspections.
2. One 5-tons heat pump package unit systems on the one roof top area with ducting system for the whole building were installed without UBC required weight load and wind load calculations, permits and inspections.

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

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

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

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

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

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

The estimated cost for remove existing wall and footing and redone all walls, footings now is about \$150,000.

b. Electrical System

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

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

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

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

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

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

c. Plumbing System.

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

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

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

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

The unlicensed and unskilled workers to completely renovate all three

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

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

d. Sewer System.

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

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

e Heating System

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

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

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

f. Cooling System

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

Further, as early as March of 2016, Air Supply Cooling installed one 5-ton new heat pump package unit with new rooftop ducting systems on one roof area to supply cooling and heating air to the whole building consisting of Unit A, Unit B and Unit C without UBC required weight load and wind load calculations, permits and inspections. The 5- ton heat pumps package unit was too big, too heavy and had control problems for whole building. It was removed without UBC required permits and inspections. In early June, 2017, The AIR TEAM to installed two new 2-ton heat pump package units, one each for Unit B and Unit C. The two window cooling units were also installed in Unit A's exterior walls. All of the above work was done without UBC required permits and inspections.

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

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

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

g. Moisture conditions and or water damage.

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

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

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

h. Roof.

The roof of the Subject Property was damaged by changing roof top Heating, Cooling and Venting and ducting systems multiple times. The existing swamp coolers were removed from roof top and covered the swamp coolers ducting holes. A 5-ton heat pump package unit with a new ducting system on one roof top area was installed. Later The 5-ton heat pump package unit with part of the ducting system from the one roof top area was removed. The two 2-ton heat pump package units on the two roof top areas were installed. All of this renovation, demolition, and construction work was done without UBC required weight load and wind load calculations, permits and inspections.

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

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

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

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

h. Fungus or mold problems.

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

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

i. Flooring.

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

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

j. Problems with the land/foundation

The large quantities of floor tiles cracked and the floor buckled were found in apt units. This indicated that there have foundation problems likely due to heavy loads by the new HVAC systems and the venting of moisture into the ceiling and attic and new stuccos lays. Too

much weight loads on the walls caused exterior wall cracking.

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

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

ARVIN CONSTRUCTION

Licensed since October 11, 2019

License No. **0086070**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

AMIN ABDOLLAHI SANI, Managing
Member, QI

B-2 Residential and Small Commercial

LIMIT: **\$245,000**
EXPIRES: **10/31/2021**


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:



ARVIN CONSTRUCTION
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

LIC. NO.

0086070

EXPIRES:

10/31/2021

LIMIT:
\$245,000

Class: B-2

STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

ARVIN CONSTRUCTION
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

Miao v. TKNR, INC et al
Case # A-18-785917-C

Plaintiff's Expert Witness Disclosure

Page 174

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

A C CAPTAIN LLC

Licensed since April 19, 2018

License No. **0083423**

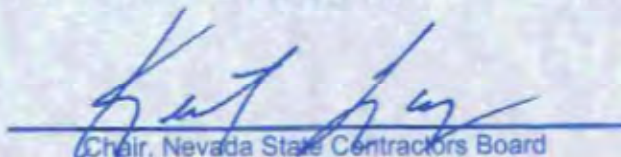
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

AMIN ABDOLLAHI SANI, Managing
Member, QI

C-21 Refrigeration and Air Conditioning

LIMIT: **\$100,000**
EXPIRES: **04/30/2022**


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN.

A C CAPTAIN LLC
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

LIC. NO.

0083423

EXPIRES:

04/30/2022

LIMIT:
\$100,000

Class: C-21

STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name: _____

License No: _____

Date: _____ By: _____

A C CAPTAIN LLC
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

Miao v. TKNR, INC et al
Case # A-18-785917-C
Plaintiff's Expert Witness Disclosure

0258
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۹۷۵۵۷۶

شماره



سهروردی جنوبی، بن بست المبین، پلاک ۱۵۹، طبقه سوم
 دارالترجمه رسمی اندیشه - تلفن و فاکس: ۸۸۷۲۲۲۲۳ - ۸۸۷۲۵۲۰۲
 Dr. Hassan Amirshahi - Official Translator
 of English & French to the Justice Ministry of the I.R.I
 ANDISHEH OFFICIAL TRANSLATION BUREAU
 Add.: No. 159, Afshin Alley, South Sohravardi Ave,
 Tehran - IRAN- Tel & Fax: 88435202 - 88722223

شماره دفتر مترجم

جمهوری اسلامی ایران
 تهر - شعبه مترجمین رسمی

Dr. H. Amirshahi, Official
 Translator to Justice Ministry

ISLAMIC AZAD UNIVERSITY

Photo of
 the holder
 affixed &
 sealed.



CERTIFICATE OF COMPLETION OF BACHELOR'S DEGREE PROGRAM

On the strength of the university charter approved on 03.11.1987 by the Cultural Revolution Supreme Council and the Single Article voted on 04.05.1988 by Islamic Consultative Assembly, whereas:

Mr. Amin Abdollahi Sani Lofabad, son of Parviz, holder of ID card No. 18690, issued at Ghom, born in 1975, successfully completed the **Bachelor's Degree Program in Civil Engineering (Hydraulics)**, having completed 147 credits and scored a G.P.A. of 12.15 in June, 2001 at **Islamic Azad University, Tehran South Branch**, the present certificate is conferred upon him.

President of University Unit - Signed & sealed,
 Chancellor of Islamic Azad University - Signed & sealed

Overleaf:

Registered under No. 477698, dated Sept.8.2002 in the register of diplomas at Graduates' Affairs Department of Islamic Azad University.

Graduates' Affairs Department
 Islamic Azad University
 (Signed & sealed)

True translation certified. 6
 24 Apr., 2006 S.Z



دکتر حسن امیرشاهی
 مترجم رسمی زبان انگلیسی
 به وزارت دادگستری
 شماره پروانه ۲۹۷۳
 Dr. H. Amirshahi, Official
 Translator to Justice Ministry

The authenticity of
 the seal & signature
 of the official translator
 marked (X) is certified
 without any consideration
 of the contents



Miao y, TKNR, INC et al
 Case # A-18-785917-C

Plaintiff's Expert Witness Disclosure
 Page 176

AMIN SANI

PRESENT FOUNDER AND CEO ARVIN CONSTRUCTION CO.

(General Contractor License #86070)

CONSTRUCTION MANAGER, Project Manager | Construction Supervisor | Civil Engineer
10524 Angel Dreams Ave Las Vegas, NV 89144 (702) 355 4757

EXPERIENCE

2017 - PRESENT FOUNDER AND CEO ARVIN CONSTRUCTION CO. (General Contractor License #86070) and AC CAPTAIN LLC - LAS VEGAS, NEVADA

WWW.ARVINCONSTRUCTION.COM, WWW.ACCAPTAIN.COM

Licensed and bonded construction company. Arvin Construction Co. and AC Captain LLC are very successful service company in the state of Nevada, founded by Amin Sani, and professional workers, technicians hired and dispatch 7/24 to construct new buildings, to remodel old house, bath room, flooring and kitchens and also repair and install new HVAC systems based on two licensed (B-2 and C-21) issued by the state of Nevada. AC Captain LLC is a reputable 5-star company according to customers reviews on Yelp, Google and Home Advisor, fully founded and managed by Amin Sani is presently serving more than 400 commercial and residential customers.

2014 - 2017 CONSTRUCTION SUPERVISOR | PROJECT MANAGER WITH ME - LAS VEGAS, NEVADA WithMe is a Venture-Backed Startup Company that is the industry leader in building & designing Mobile & Micro Retail Modular Structures.

- Managed onsite contractors & field employees
- Maintained and updated CPM schedule at the job site

- Oversaw and Managed delivery & Onsite Construction, Maintenance, & Repair of Mobile & Micro Units in Los Angeles, Chicago, San Francisco, Dallas, Summerlin, Virginia, & Portland
- Lead multiple construction projects and maintained subcontractor relationships.
- Identified and resolved field issues and change orders with ease.
- Advocated for a safe work environment and maintained an exceptional safety rating.
- Oversaw materials procurement and construction methods to ensure cost-effectiveness.
- Accurately managed all project documentation through completion including all permits.
- Thoroughly reviewed final product ensure the quality met set industry standards.
- Reported directly to the CEO and maintained high rapport with all colleagues.

TEAM ACCOMPLISHMENTS:

- 2015 Store of the Year / Retail Design Institute - 1st Place Common Area Retail / Retail Design Institute - Gold Award Pop Up Store / A R E Design Awards - The fixture of the Year / A R E Design Awards

2012 - 2014 BUSINESS SHAREHOLDER | RESIDENTIAL PROJECT FIELD

ENGINEER PARHAM ENGINEERING - TEHRAN, IRAN Parham Engineering was started by Amin Sani & Partners to build a residential apartment building in Tehran, Iran. We completed the apartment building within our projected timeline while employing & managing 40 people who worked on the project.

- Managed project from start to finish, including permitting, city inspections, excavation, foundation, structure, gas & water plumbing, interior and exterior walls, interior design, flooring, doors & windows, bathrooms & kitchen.
- Project Managed 6 + subcontractors, up to 40 people

- Referenced blueprints, repair manuals and parts catalogs for complex repairs.
- Ensured timeliness of all submittals and shop drawings.
- Scheduled contractors for projects and distributed work orders.
- Analyzed project documents and drawings, to recognize discrepancies between construction documents and actual conditions.
- Reviewed submittals and shop drawings for compliance with contract documents.

2010 - 2012 CONSTRUCTION COORDINATOR | MANAGER ALPINE GMBH

INTERNATIONAL ENGINEERING - DUBAI, UAE Was 1 of 4 Construction Coordinators & Managers of a \$110 million business park project. We built warehouses, employee living quarters, administration buildings, etc for the Oil & Gas industry in Dubai.

- Managed & Coordinated 22 field employees, 6 subcontractors, & 30 subcontractors employees.
- Led field supervision & project execution
- Constructed safety provisions including scaffolding, gang ladders, perimeter railings, fall protection, and temporary covers.
- Completed Quality Control Inspection of accommodations under renovation and reconstruction.
- Ensured renovations conform to local, state and federal building codes.
- Installed interior finish items including wall protection, doors, and hardware.

2008 - 2010 SUPERINTENDENT | FIELD ENGINEER UNIVERSITY TECHNOLOGY

OF MALAYSIA - KUALA LUMPUR, MALAYSIA Was the superintendent of a dorm

improvement project for the University of Technology of Malaysia. Oversaw improvements of dorm renovations, road & asphalt improvements, & outdoor landscaping.

- Oversaw & Managed team of 8 foreman & laborers
- Managed daily construction activities while meeting construction deadlines
- Read and interpret blueprints and construction documents to determine project directives.
- Ensured work was completed in accordance with quality standards and contract specifications.
- Reviewed progress and documented drawings during each phase of the project.
- Coordinated manufacturing, construction, installation and maintenance projects.
- Updated & managed time schedules and reports.

2004 - 2008 ESTIMATOR | DRAFTSMAN | PROJECT CONSTRUCTION MANAGER

ASCP CONTRACTING LLC - TEHRAN & UZBEKISTAN & AFGHANISTAN Project in Uzbekistan which was to build a water treatment facility which turns river water into drinking water for remote cities. Upon completion, moved to the second project for dam repair in Afghanistan repairing damaged parts of the Dam from the Russian / Afghan War from concrete to steel.

- Worked with construction administration consultants to plan field observations
- Digitally archived weekly progress and technical “Knowledge Base”
- Photographed all assigned projects.
- Provided safety kits to all construction personnel. (Both)
- Conducted routine quality audits to and initiated corrective actions.
- Scheduled all contractors, material deliveries, and reports. (Both)

- Managed Multicity project with 4 people on my team (Uzbekistan)
- Managed 10 laborers & 4 Admin Workers (Afghanistan)

CORE COMPETENCIES

- Civil Engineering
- Project Management
- Onsite Construction Management
- Field Construction
- Supervising Teams
- Subcontractor Management
- Start to Finish Project Execution
- Permitting & City Codes
- Residential Interior Construction
- Residential HVAC
- OSHA 30
- Autocad | Blueprints

EDUCATION

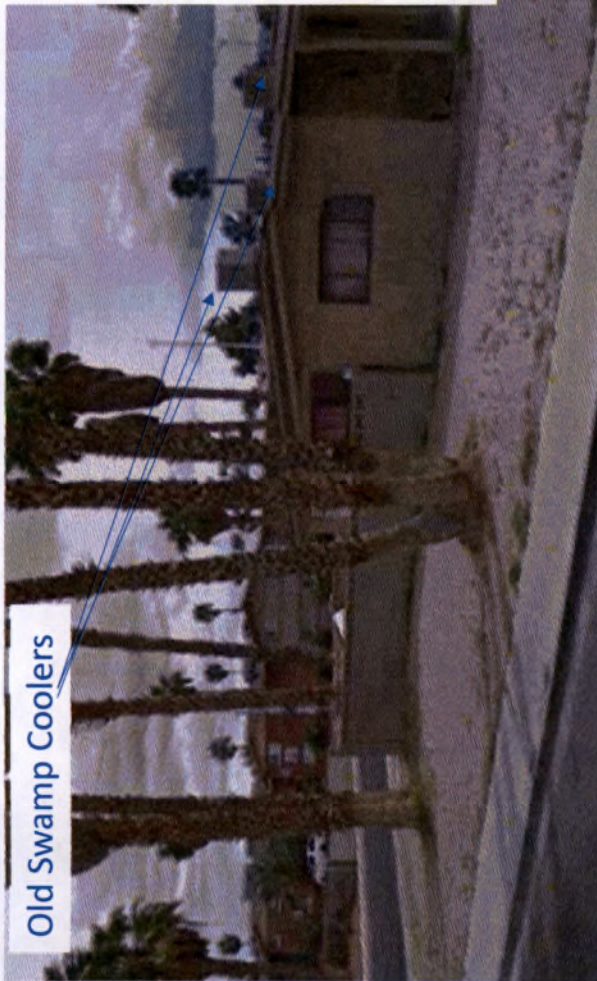
2008 - 2010 MBA BUSINESS MANAGEMENT UNIVERSITY OF TECHNOLOGY

KUALA LUMPUR, MALAYSIA

**1999 - 2003 BACHELOR OF SCIENCE | CONSTRUCTION ENGINEERING UNIVERSITY
OF TEHRAN, IRAN**

CHARGES

My hourly charge will be \$400/hour for consultation and court testimony



Old Swamp Coolers



Roof Before March 2016

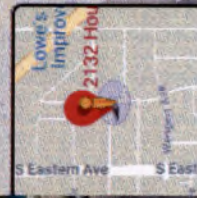
One 5-ton Heat pump with ducting system

Between March 2016 to June 2017



Roof After June 2017 to Now

One Two 2-ton Heat pumps



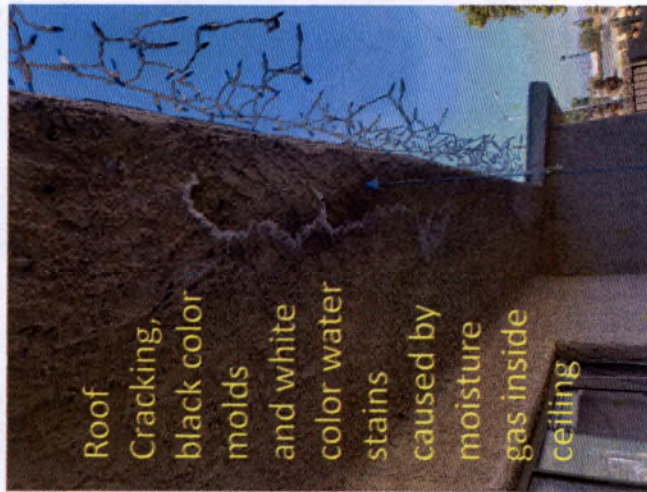
Google



The roof was damaged by changing roof top HVAC and ducting systems multiple times.
Three Swamp Coolers to one 5-Ton Heat Pump to two 2-ton Heat Pumps No UBC required permits and inspections.



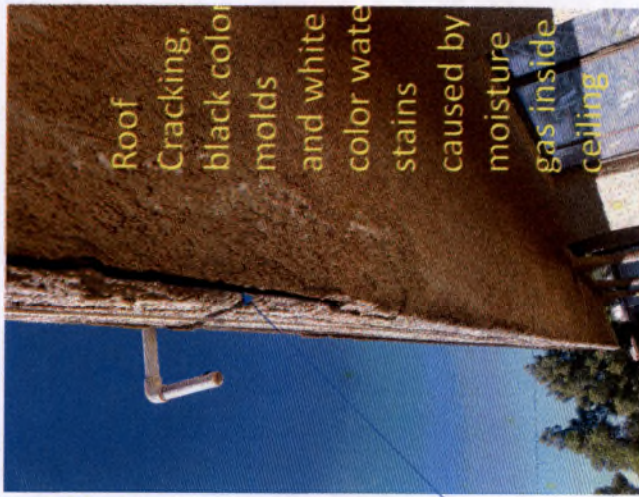
Vent into Ceiling



Roof
Cracking,
black color
molds
and white
color water
stains
caused by
moisture
gas inside
ceiling



Roof
Cracking,
black color
molds
and white
color water
stains
caused by
moisture
gas inside
ceiling



Roof
Cracking,
black color
molds
and white
color water
stains
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gas inside
ceiling

Vent into Ceiling

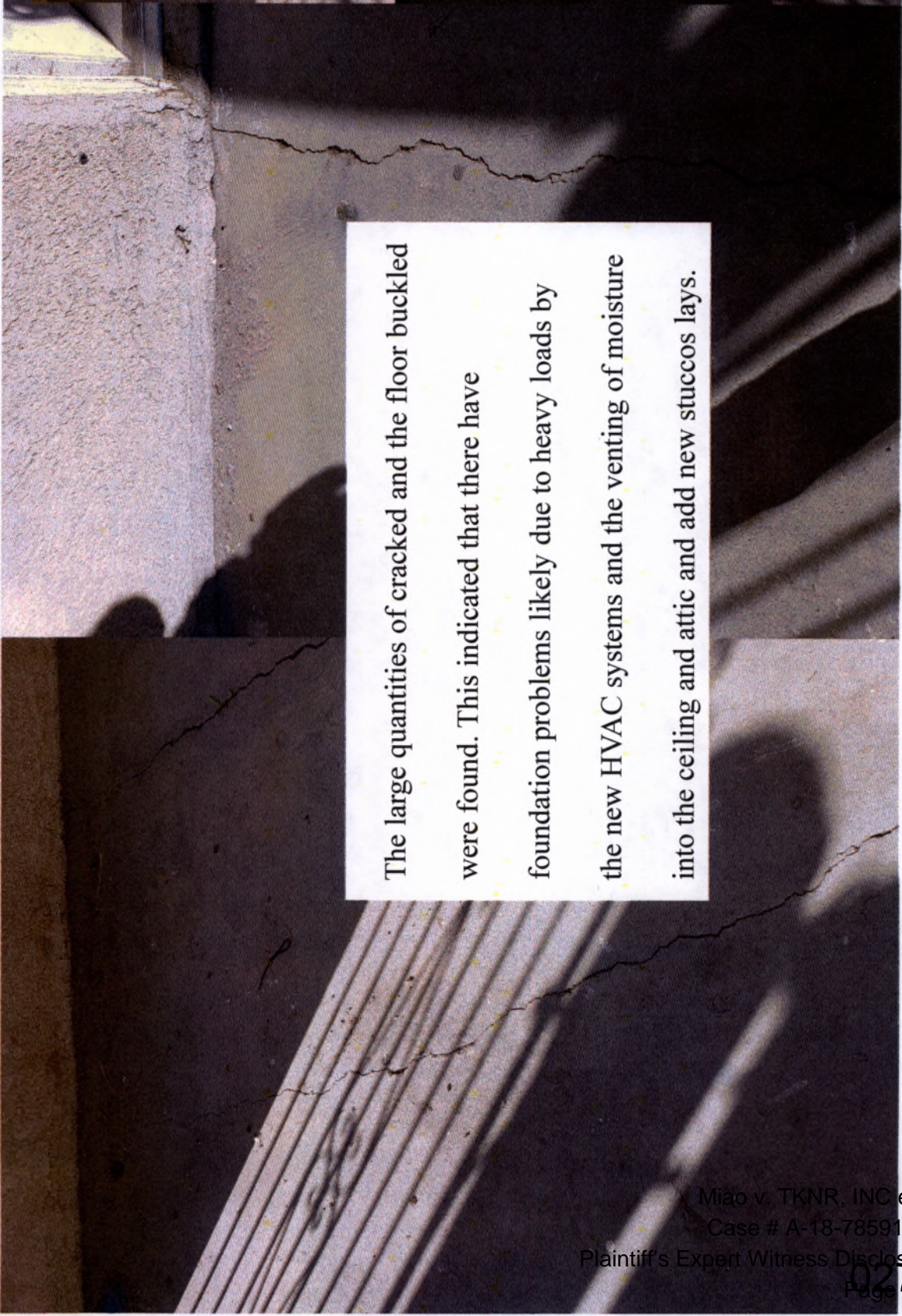


The highly moisture exhaust gas from all bathrooms and from the all washer/dryer combination units were vented into ceiling unlawfully **without UBC required permits and inspections** and these also create mold, decay woods inside ceiling and roof and damaged the building structure.

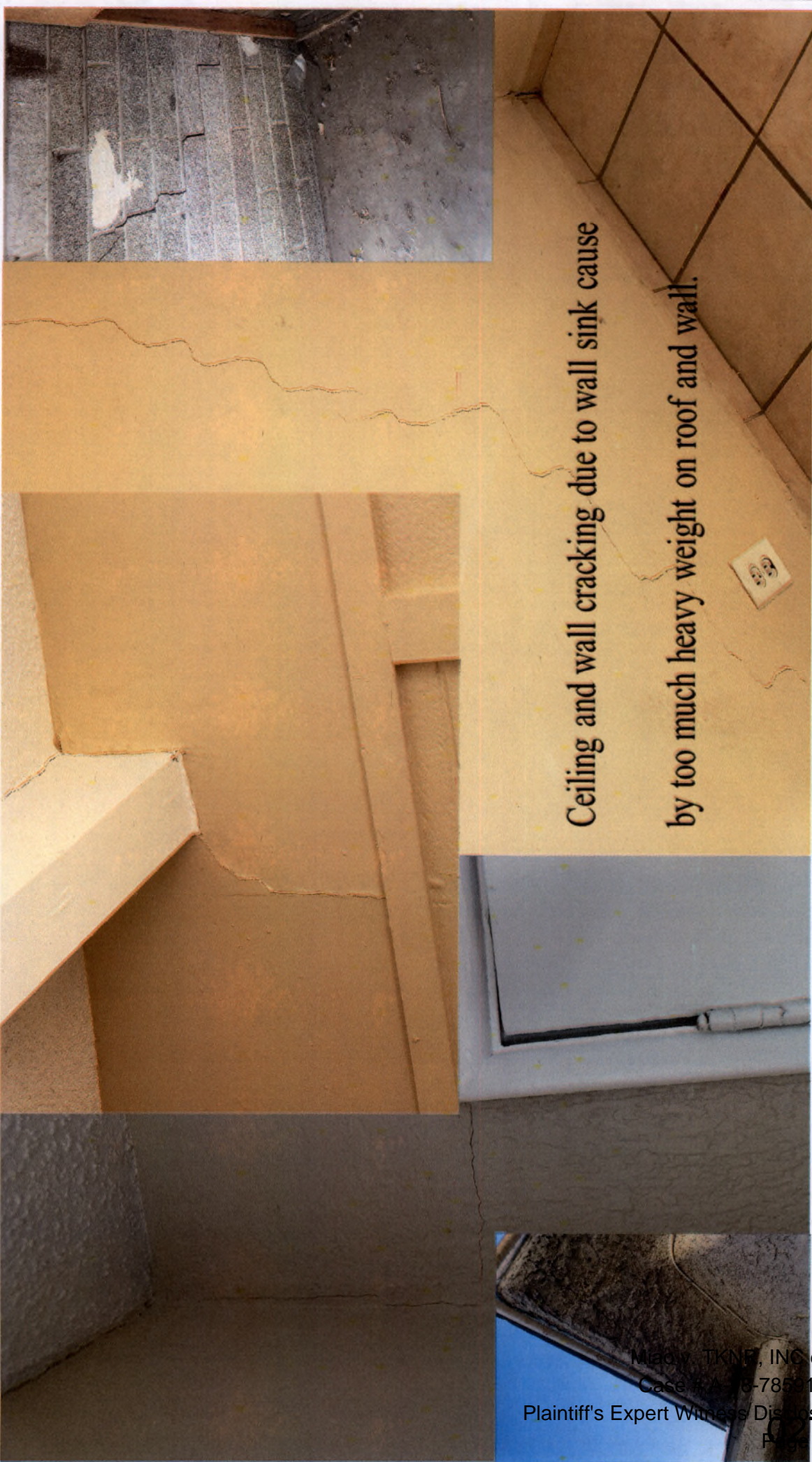




The new layers stuccos were putted on existing center block wall
without UBC required permits and inspections. These added
additional weight on exterior wall and cause wall cracking and sinking.

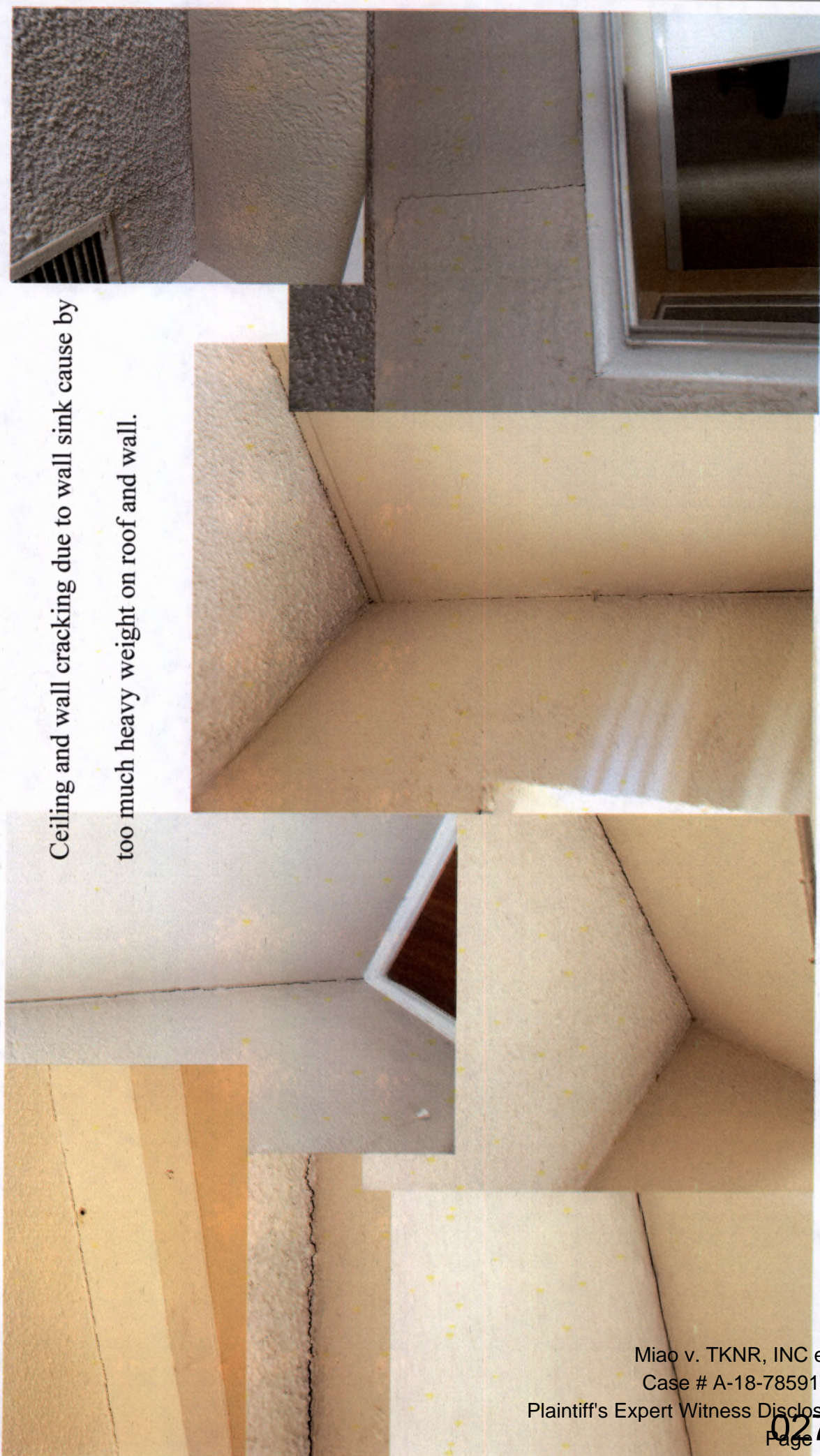


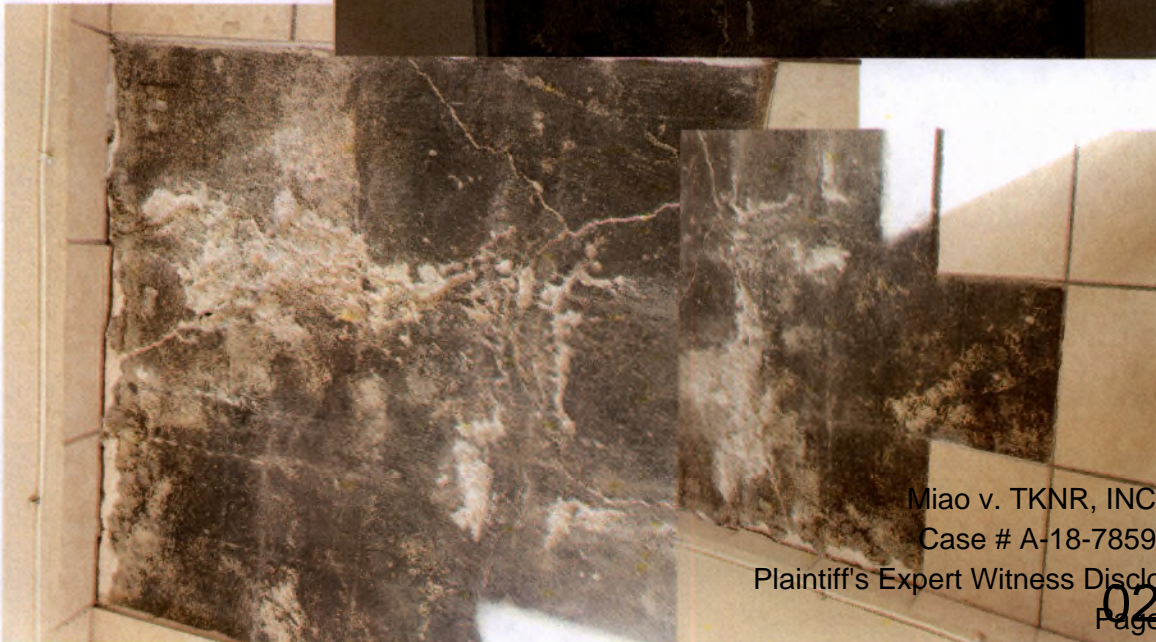
The large quantities of cracked and the floor buckled were found. This indicated that there have foundation problems likely due to heavy loads by the new HVAC systems and the venting of moisture into the ceiling and attic and add new stuccos lays.



Ceiling and wall cracking due to wall sink cause
by too much heavy weight on roof and wall.

Ceiling and wall cracking due to wall sink cause by
too much heavy weight on roof and wall.





Mass quantities of floor ceramic tiles cracked and the floor buckled. Floor cracking and buckling due to wall sink cause by too much heavy weight on roof and wall.



Two new window holes on exterior walls were opened for two window cooling units in Unit A **without UBC required structure calculation, permits and inspections.**



The unlicensed and unskilled workers were used to snake the clay sewer pipes may break the clay sewer pipes and cause future tree root grown into sewer lines and clogs in sewer lines. The recent clogs in sewer line may also caused by broken sewer line due to wall cracking and sinking too.





All three Kitchens and Three bathrooms renovated **without UBC required permits and inspections**. Some faucets and connections behind walls may leak and are causing moisture conditions behind walls.



EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

1 BENJAMIN B. CHILDS, ESQ.
2 Nevada Bar # 3946
3 318 S. Maryland Parkway
4 Las Vegas, Nevada 89101
5 (702) 251 0000
6 Fax 385 1847
7 ben@benchilds.com
8 Attorney for Plaintiff/Counterdefendant

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EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

Defendants/Counterclaimants

=====

AND RELATED ACTIONS

=====

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

PROPOSED SECOND
AMENDED
COMPLAINT

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

///

1 PLAINTIFF'S ALLEGATIONS OF FACT

2 A. IDENTITY OF DEFENDANTS

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

relevant, Lin was also Chief Executive Officer of INVESTPRO INVESTMENT LLC and INVESTPRO MANAGER LLC. Lin is also founding chairman of INVESTPRO MANAGER LLC. Lin is also the Chairman and founder of Investpro.

6. YAN QIU ZHANG is a Nevada resident who, during all time relevant hereto, was a manager and registered agent of Investpro.

7. LIWEI HELEN CHEN aka HELEN CHEN [Chen] is a Nevada resident who, during all time relevant hereto, was a real estate agent employed, associated and/or the agent of Investpro who represented Plaintiff as the buyer of the Subject Property. Chen was the buyer's agent, representing Plaintiff.

8. INVESTPRO INVESTMENTS I LLC was at all relevant times a Nevada Limited Liability Company. INVESTPRO INVESTMENTS I LLC is the Flipping Fund described in below.

9. INVESTPRO MANAGER LLC was at all relevant times a Nevada Limited Liability Company. INVESTPRO MANAGER LLC presented and solicited investors for the Flipping Fund described below. INVESTPRO MANAGER LLC managed Investpro INVESTMENTS I LLC, the Flipping Fund, and also managed the renovation project of the Subject Property prior to the sale of the Subject Property to Plaintiff. INVESTPRO MANAGER LLC used TKNR as a sham owner of the Subject Property while in reality INVESTPRO MANAGER LLC retained control of all decisions regarding the Subject Property.

10. MAN CHAU CHENG is a Nevada resident who, during all time relevant hereto, was a manager of INVESTPRO MANAGER LLC and was a founder of INVESTPRO MANAGER LLC.

11. The true names of Defendants DOES 1 through 5 and ROE CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time.

1 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP
2 10 (a). Plaintiffs are informed and believe, and based on that information
3 and belief allege, that each of the Defendants designated as a DOE or ROE
4 is legally responsible for the events and happenings referred to in this
5 complaint, and/or unlawfully caused the injuries and damages to Plaintiff
6 alleged in this complaint, or who have an interest in the subject property as
7 set forth below. When their true names and capacities of Doe or Roe
8 Defendants are ascertained Plaintiff, if appropriate, will amend his
9 Complaint accordingly to insert the correct name and capacity herein.

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

21 13. The true names of Defendants DOES 11 through 15 and ROE
22 CORPORATIONS XXI - XXX, inclusive, are unknown to Plaintiff at this
23 time. Plaintiff sues those Defendants by such fictitious names pursuant to
24 NRCP 10 (a). Plaintiffs are informed and believe, and based on that
25 information and belief allege, that each of the Defendants designated as a
26 DOE or ROE were the recipients of the assets immediately before, at or
27 following the dissolution of TKNR in violation of NRS CHAPTER 112 -
28 Uniform Fraudulent Transfer Act. When their true names and capacities of

1 Doe or Roe Defendants are ascertained Plaintiff, if appropriate, will amend
2 his Complaint accordingly to insert the correct name and capacity herein

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

5
6 B. TRANSACTIONS RESULTING IN THIS LAWSUIT
7

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

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

17 17. Lin is the manager of a Flipping Fund and also represents himself as the
18 "CEO of Investpro Investment LLC & Investpro Manager LLC". The
19 Flipping Fund is represented in promotional material as follows :
20

21
22 FLIPPING FUND
23 INVESTPRO INVESTMENTS I LLC
24 PRESENT BY INVESTPRO MANAGER LLC
25 KENNY LIN
26 Phone : +1 (702) 726-0000
27 Email : zhong.kenny@gmail.com

- 28
1. TERM : 1-3 YEARS
 2. MINIMUM UNITS: \$50,000 MINIMUM, \$1000 PER UNIT.

3. USE OF FUND: FLIPPING RESIDENTIAL PROPERTIES IN LAS VEGAS.
4. RETURNS: 8 % PREFERRED PER ANNUL PAYS EVERY QUARTER, HEN AFTER ALL MONEY RETURNED TO INVESTORS, THE NET PROCEED SPLIT 75% TO INVESTORS AND 25 % TO MANAGER LLC.
5. WITHDRAW: NO WITHDRAW WITHIN 1ST 12 MONTH , AFTER THAT YOU CAN RESALE YOUR SHARE OR COMPANY WILL BUY IT BACK.

CLOSE OUT DATE: DEC. 31,2015

WHAT'S FLIPPING FUND?

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

18. INVESTPRO INVESTMENTS I LLC is the business entity used by Lin for the Flipping Fund. Lin is the Chief Executive Officer of INVESTPRO INVESTMENTS I LLC.
19. INVESTPRO MANAGER LLC is the business entity used by Lin to present and solicit investors and funds to the Flipping Fund. INVESTPRO MANAGER LLC was also the project manager for renovation of the Subject Property as described below. Lin is the Chief Executive Officer of INVESTPRO MANAGER LLC.
20. Prior to the sale of the Subject Property, INVESTPRO MANAGER LLC performed as a general contractor without being licensed as a general contractor in that INVESTPRO MANAGER LLC identified scope of renovation, demolition, and construction work, managed the renovation, demolition, and construction work on the Subject Property from soliciting

- 1 subcontractors bids, evaluating bids from subcontractor, awarding contracts
2 to subcontractors, monitoring subcontractor work and paying
3 subcontractors, handypersons and unlicensed workers. INVESTPRO
4 MANAGER LLC contracted for extensive renovation, demolition, and
5 construction work on the Subject Property.
- 6 21. INVESTPRO MANAGER LLC was the project manager for the renovation
7 of the Subject Property.
- 8 22. Investpro was also the real estate broker in the sale, representing both the
9 buyer [WLAB] and the seller [TKNR].
- 10 23. TKNR and it's agent Investpro marketed and listed for sale.
- 11 24. Seller's Real Property Disclosure Form was prepared, presented and
12 initialed by Lin on or about August 7, 2017.
- 13 25. TKNR failed to disclose one or more known condition(s) that materially
14 affect(s) the value or use of the Subject Property in an adverse manner, as
15 required by NRS Chapter 113, in a particular NRS 113.130.
- 16 26. TKNR and it's agent Investpro marketed and listed the Subject Property
17 for sale.
- 18 27. Factual statements from the August 7, 2017 Seller Real Property Disclosure
19 Form (SRPDF) are set forth in Paragraph 31 and the subsections thereof
20 state whe the disclosures were either inadequate or false. The SRPDF
21 states that it was prepared, presented and initialed by Kenny Lin.
- 22 28. All work on the Subject Property which is complained of herein was
23 performed at the direction of INVESTPRO MANAGER LLC and Investpro,
24 as TKNR's agent. Further, all work on the Subject Property which is
25 complained of herein occurred within two years prior to the sale to Plaintiff
26 and while the Subject Property was under TKNR's ownership and
27 INVESTPRO MANAGER, LLC's control.
- 28 29. Since the Subject Property is a residential rental apartment, to protect

1 tenants and consumers, the applicable local building code requires all
2 renovation, demolition, and construction work must be done by licensed
3 contractors with permits and inspections to ensure compliance with the
4 Uniform Building Code [UBC].

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

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

- 12
- 13 a. SRPDF stated that Electrical System had no problems or defects.
14 The fact is that many new electric lines were added and many old
15 electric lines were removed by Investpro Manager LLC . The swamp
16 coolers that were removed were supplied by 110 volt power supply
17 lines. Investpro Manager LLC first added one 220v power supply line
18 for one new 5 ton heat pump package unit on one roof top area for
19 the whole building for Unit A. Unit B and Unit C.
20 Investro Manager, LLC then removed the one year old 5 ton heat
21 pump packaged unit from the roof top with power supply lines and
22 added two new 220v power supply lines for two new 2 ton heart pump
23 package units, one each for Unit B and Unit C.
24 Inestpro Manager, LLC then added one new 110 volt power supply
25 line for two window cooling units for Unit A. The electrical system
26 load for Unit A was increased due to the installation of two new
27 cooling units and required 100 amp service, but the electrical service
28 was not upgraded to 100 amp service from the existing 50 amp

1 service. Failure to upgrade the electrical service caused the fuses to
2 be blown out multiple times during the cooling seasons of 2018. The
3 tenants in Unit A could not use air conditioning units in cooling
4 seasons of 2018, causing Unit A to be uninhabitable until the Unit A
5 electrical supply panel was upgraded to 100 amp service.

6 All the electrical supply line addition and removal work were
7 performed without code required electrical load calculation, permits
8 and inspections. To save money, minimize flipping cost, minimize
9 flipping time, maximize flipping fund profits, Investpro Manager LLC
10 used unlicensed and unskilled workers to do the electrical work and
11 used low quality materials used inadequate electrical supply lines.
12 Further, to save money, minimize flipping cost, minimize flipping time,
13 maximize flipping fund profits, Investpro Manager LLC used
14 unskilled workers who did not know the UBC requirements to do the
15 electrical work. This substandard work may lead electrical lines to
16 overheat and cause fires in the attic when tenant electrical load is
17 high.

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

- 24
25 b. SRPDF stated that Plumbing System had no problems or defects.
26 The fact is that that within two years prior to the sale to Plaintiff,
27 Investpro Manager LLC removed and plugged swamp cooler water
28 supply lines without UBC required permits and inspections. To save

1 money, minimize flipping cost, minimize flipping time, and maximize
2 flipping fund profits, Investpro Manager LLC used unlicensed and
3 unskilled workers who just plugged high pressure water supply lines
4 at rooftop instead of at ground level and who did not remove the water
5 supply lines on top of the roof, inside the attic and behind the drywall.
6 In cold winter, the high pressure water line which was left inside the
7 building may freeze and break the copper line and lead flooding in the
8 whole building.

9 Further, to save money, minimize flipping cost, minimize flipping time,
10 and maximize flipping fund profits, Investpro Manager LLC used
11 unlicensed and unskilled workers to remove and plug natural gas
12 lines for the natural gas wall furnaces without UBC required permits
13 and inspections.

14 Further, to save money, minimize flipping cost, minimize flipping time,
15 and maximize flipping fund profits, Investpro Manager LLC used
16 unlicensed and unskilled workers with little knowledge of natural gas
17 pipe connection requirements. The unlicensed and unskilled workers
18 used the wrong sealing materials and these sealing materials may
19 degrade and lead to natural gas leaks and accumulation inside the
20 drywall and the attic which may cause an explosion or fire.

21 Further, to save money, minimize flipping cost, minimize flipping time,
22 and maximize flipping fund profits, Investpro Manager LLC used
23 unlicensed and unskilled workers to completely renovate all three
24 bathrooms in the Subject Property without UBC required permits and
25 inspections. Some faucets and connections behind tile walls and
26 drywall leak and are causing moisture conditions behind tile walls and
27 drywalls.
28

1 c. SRPDF stated that Sewer System and line had no problems or
2 defects.

3 The subject property was built in 1954. Clay pipes were used at that
4 time for sewer lines. Before the sale, within few days after tenants
5 moved into apartment Unit B, they experienced clogged sewer line
6 which caused the bathrooms to be flooded. The tenants called
7 Investpro to ask them to fix the clogged pipes and address the
8 flooding issues. After this report, Investpro asked tenants to pay to
9 hire plumber to snake the sewer line. After tenants threatened to call
10 the Las Vegas code enforcement office, to save money, minimize
11 flipping cost, minimize flipping time, and maximize flipping fund
12 profits, Investpro used unlicensed and unskilled workers to snake the
13 clay sewer pipes. Licensed contractors must be hired to snake sewer
14 pipes as code required. This approach to clearing the clog may
15 break the clay sewer pipes and cause future tree root grown into
16 sewer lines and clogs in sewer lines.

17
18 d. SRPDF stated that Heating System had problems or defects.

19 No full explanation was provided, as required. Investro Manager, LLC
20 disabled natural gas heating system without UBC required permits
21 and inspections. To save money, minimize flipping cost, minimize
22 flipping time, and maximize flipping fund profits, Investpro Manager
23 LLC used unlicensed and unskilled workers with little knowledge
24 about natural gas pipe connection requirements. They used the
25 wrong sealing materials and these sealing materials may degrade and
26 lead to a natural gas leak inside the drywall and the attic and may
27 cause an explosion or fire.

28 Further, Investpro Manager LLC installed two electrical heat pump

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

- 5
- 6 e. SRPDF stated that the Cooling System had problems or defects
7 No full explanation was provided, as required. Investro Manager, LLC
8 removed old swamp cooler systems without UBC required permits and
9 inspections. To save money, minimize flipping cost, minimize flipping
10 time, and maximize flipping fund profits, Investpro used unlicensed
11 and unskilled workers to disconnect water supply lines, cover swamp
12 cooler ducting holes, and disconnect 110V electrical supply lines.
13 Further, as early as March of 2016, Investro Manager, LLC hired Air
14 Supply Cooling to install one five ton new heat pump package unit
15 with new rooftop ducting systems on one roof area to supply cooling
16 and heating air to the whole building consisting of Unit A, Unit B and
17 Unit C without UBC required weight load and wind load calculations,
18 permits and inspections. The five ton heat pumps package unit was
19 too big, too heavy and had control problems. To save money,
20 minimize flipping cost, minimize flipping time, and maximize flipping
21 fund profits, Investpro Manager LLC also used unlicensed and
22 unskilled workers to remove the one year old five ton heat pump
23 package unit with ducting system without UBC required permits and
24 inspections. All of this work was done without UBC required
25 structural calculation, permits and inspections.
26 Further, in early June, 2017, Investro Manager, LLC hired The AIR
27 TEAM to install two new two ton heat pump package units, one each
28 for Unit B and Unit C. Invespro Manager, LLC also used unlicensed

1 and unskilled workers to install two window cooling units in Unit A's
2 exterior walls. All of the above work was done without UBC required
3 permits and inspections.

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

15
16 f. SRPDF stated that Smoker detector had no problems or defects
17 During Plaintiff's inspection at August 10, 2017 afternoon, some
18 smoke detectors were missing.

19
20 g. SRPDF stated that no Previous or current moisture conditions and or
21 water damage.

22 To save money, minimize flipping cost, minimize flipping time, and
23 maximize flipping fund profits, Investro Manager, LLC used
24 unlicensed and unskilled workers to vent high moisture bathroom fan
25 exhaust and washer/dryer combination unit exhaust into the ceiling
26 attic area instead of venting outside the building roof without UBC
27 required permits and inspections. The improper ventings caused high
28 moisture conditions in ceiling attic and water damages in ceiling and

1 attic. The high moisture conditions in the ceiling attic destroyed ceiling
2 attic insulations, damaged the roof decking, damaged roof trusses
3 and damaged roof structure supports.

4 To saving money, minimize flipping cost, minimize flipping time, and
5 maximize flipping fund profits, Investpro Manager LLC used
6 unlicensed and unskilled workers to complete renovation to all three
7 bathrooms without UBC required permits and inspections. Some
8 faucets and connections behind tile walls and drywall leaks and
9 caused moisture conditions behind tile walls and drywalls.

10
11 h. SRPDF stated that there was no structure defect.

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

26 Further, to save money, minimize flipping cost, minimize flipping time,
27 and maximize flipping fund profits, Investpro Manager LLC used
28 unlicensed and unskilled workers to open two new window holes on

1 exterior walls for two window cooling units in Unit A without UBC
2 required structure calculation, permits and inspections. This work
3 damaged the building structure.

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

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

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

- 13
14 i. SRPDF marked Yes and NO for construction, modification,
15 alterations or repairs made without required state. city or county
16 building permits.

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

- 22
23 j. SRPDF stated that there were not any problems with the roof.

24 The roof of the Subject Property was damaged by changing roof top
25 HVAC units and ducting systems multiple times from October, 2015
26 to June, 2017. Investpro Manager LLC removed the existing swamp
27 coolers from roof top and covered the swamp coolers ducting holes.
28 Investpro Manager LLC added a five ton heat pump package unit with

1 a new ducting system on one roof top area in March, 2016.

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

11
12 k. SRPDF stated that no there were not any fungus or mold problems.
13 To save money, minimize flipping cost, minimize flipping time, and
14 maximize flipping fund profits, Investpro Manager LLC vented the
15 bathroom high moisture fans and the washer/dryer combination unit
16 exhaust vents into the ceiling and attic without venting outside of the
17 roof. All of this renovation, demolition, and construction work was
18 done without UBC required permits and inspections and this damaged
19 the building structure. After the purchase of the Subject Property,
20 Plaintiff discovered black color fungus mold was found inside ceiling
21 and attic.

22
23 l. SRPDF stated that there were not any other conditions or aspects of
24 the property which materially affect its value or use in an adverse
25 manner.

26 i. Problems with flooring.

27 To save money, minimize flipping cost, minimize flipping time,
28 and maximize flipping fund profits, Investpro Manager LLC

1 used unlicensed and unskilled workers to lay low quality cheap
2 ceramic tiles on the loose sandy ground rather than on a
3 strong, smooth, concrete floor base. Within few months after
4 tenants moving into the Subject Property, mass quantities of
5 floor ceramic tiles cracked and the floor buckled. These
6 cracked ceramic tiles may cut tenants' toes and create a trip
7 and fall hazard. These are code violations had to be repaired
8 before the units could be rented to tenants. The plaintiff has to
9 spend lot money to replace all ceramic tile floor in Unit C with
10 vinyl tile floor.

11 ii. Problems with the land/foundation.

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

18 iii. Problems with closet doors.

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

- 24
25 32. Plaintiff discovered the multiple defects and false or inaccurate statements,
26 as set forth above, after purchasing the property on December 15, 2017,.
27 33. After selling the property to Plaintiff, TKNR filed a dissolution with the State
28 of California in September, 2018 and it is unknown at this time to whom

TKNR disbursed its assets in the dissolution.

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

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

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

FIRST CAUSE OF ACTION - RECOVERY UNDER NRS CHAPTER 113
[Defendants TKNR, Wong, and INVESTPRO MANAGER LLC]

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

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

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

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

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

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

8
9 SECOND CAUSE OF ACTION - CONSTRUCTIVE FRAUD

10 [Defendants Investpro, Nickrandt and Chen]
11

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

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

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

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

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

25 47. It has been necessary for Plaintiff to retain the services of an attorney and to
26 incur other court costs to prosecute this action. Defendants Investpro,
27 Nickrandt and Chen should be required to pay attorneys' fees and costs
28

1 incurred by Plaintiff in this action.

2
3 THIRD CAUSE OF ACTION - COMMON LAW FRAUD

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

5
6 48. Plaintiff realleges and incorporates herein all of the allegations previously
7 made in all previous paragraphs as though fully set forth herein.

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

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

14 51. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin
15 intended to defraud Plaintiff.

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

19 53. Due to the the misrepresentations of material fact regarding the subject
20 property made by Defendants Investpro, INVESTPRO MANAGER LLC,
21 TKNR, Wong and Lin set forth above prior to the sale to Plaintiff, Plaintiff
22 has been damaged in an amount in excess of Fifteen Thousand Dollars
23 (\$15,000.00), which amount will be set forth and proven at the time of trial.

24 54. It has been necessary for Plaintiff to retain the services of an attorney and to
25 incur other court costs to prosecute this action. Defendants Investpro,
26 INVESTPRO MANAGER LLC, TKNR, Wong and Lin should be required to
27 pay attorneys' fees and costs incurred by Plaintiff in this action.
28

1 FOURTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

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

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

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

9 58. Defendant Wong is the alter ego of TKNR.

10 59. Defendants' actions constitute Fraudulent Inducement because :

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

12 (2) Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO
13 MANAGER LLC, and Lin had knowledge or belief that, as set forth above,
14 the representations were false or they had knowledge that they had
15 insufficient basis for making the representation;

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

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

21 (5) Plaintiff suffered damages resulting from such reliance.
22

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

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

28 Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO

MANAGER LLC, and Lin as set forth above prior to the sale to Plaintiff, Plaintiff has been damaged in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), which amount will be set forth and proven at the time of trial.

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

FIFTH CAUSE OF ACTION : FRAUDULENT CONCEALMENT

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

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

65. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin concealed or suppressed material facts as set forth above.

66. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin were under a duty to disclose the concealed facts.

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

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

69. Due to the concealment of material facts regarding the Subject Property made by

Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin as set forth above prior to the sale to Plaintiff, Plaintiff has been

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

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

7
8 SIXTH CAUSE OF ACTION - BREACH OF FIDUCIARY DUTY

9 [Defendants Investpro and Nickrandt and Chen]
10

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

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

15 73. Defendants Investpro and Nickrandt and Chen breached duties owed as a
16 fiduciary because Defendants Investpro and Nickrandt and Chen failed to
17 meet their duties owed to the Plaintiff, including without limitation, a duty to
18 conduct their obligations in a reasonable and customary manner consistent
19 with local standards, a duty to honestly inform the Plaintiff of the status and
20 facts of the purchases and sales, and a duty to meet their obligations as
21 agreed to in acting as a real estate agent and/or broker.

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

27 75. Plaintiff has further been required to retain the services of an attorney to
28

1 prosecute this action on its behalf, and as such are entitled to attorney's
2 fees and costs incurred in prosecuting this matter.

3
4 ///

5 SEVENTH CAUSE OF ACTION - RICO

6 [Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
7 INVESTMENTS I LLC]
8

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

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

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

24 79. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
25 INVESTMENTS I LLC used the proceeds of the above described activity to
26 purchase assets including, but not limited to, membership interest in TKNR.

27 80. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
28

INVESTMENTS I LLC used the proceeds of the above described activity to pay Flipping Fund investors a promised 23.69% compound rate.

81. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO INVESTMENTS I LLC used the proceeds of the above described activity to generate sales commissions for Investpro.

82. As a direct and proximate result of the actions of Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO INVESTMENTS I LLC, Plaintiff has suffered and will suffer general and consequential damages in excess of ten thousand dollars (\$15,000), exclusive of costs and interest, in an amount to be determined according to proof adduced at trial.

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

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

[Defendant Chen, Lin, Investpro and Nickrandt]

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

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

86. Investpro represented both the buyer and the seller in the transaction.

87. At all relevant times Chen was the employee or agent of Investpro.

88. At all relevant times Lin was the employee or agent of Investpro.

89. At all relevant times Nickrandt was the licensee of Investpro.

90. NRS 645.252(1)(a) imposes a duty on a "licensee acting as agent in real estate transaction" to disclose to Plaintiff "Any material and relevant facts,

1 data or information which the licensee knows, or which by the exercise of
2 reasonable care and diligence should have known, relating to the property
3 which is the subject of the transaction.”

4 91. The facts of the renovation project on the Subject Property set forth in
5 Paragraph 31 were material and relevant facts, data or information which
6 Chen knew, or which by the exercise of reasonable care and diligence
7 should have known.

8 92. Chen had an obligation under NRS 645.252(1)(a) to disclose the material
9 facts of the renovation project on the Subject Property as set forth in
10 Paragraph 31.

11 93. The facts of the renovation project on the Subject Property set forth in
12 Paragraph 31 were material and relevant facts, data or information which
13 Lin knew, or which by the exercise of reasonable care and diligence should
14 have known.

15 94. Lin had an obligation under NRS 645.252(1)(a) to disclose the material facts
16 of the renovation project on the Subject Property as set forth in Paragraph
17 31.

18 95. The facts of the renovation project on the Subject Property set forth in
19 Paragraph 31 were material and relevant facts, data or information which
20 Nickrandt knew, or which by the exercise of reasonable care and diligence
21 should have known.

22 96. Nickrandt had an obligation under NRS 645.252(1)(a) to disclose the
23 material facts of the renovation project on the Subject Property as set forth
24 in Paragraph 31.

25 97. Chen did not disclose the material facts of the renovation project on the
26 Subject Property as set forth in Paragraph 31 to Plaintiff.

27 98. Lin did not disclose the material facts of the renovation project on the
28 Subject Property as set forth in Paragraph 31 to Plaintiff.

1 99. Nickrandt did not disclose the material facts of the renovation project on the
2 Subject Property as set forth in Paragraph 31 to Plaintiff.

3 100. Plaintiff seeks judgment for actual damages against Chen pursuant to NRS
4 645.257(1).

5 101. Plaintiff seeks judgment for actual damages against Lin pursuant to NRS
6 645.257(1).

7 102. Plaintiff seeks judgment for actual damages against Nickrandt pursuant to
8 NRS 645.257(1).

9
10 NINTH CAUSE OF ACTION - FAILURE TO SUPERVISE, INADEQUATE
11 TRAINING AND EDUCATION

12 [Defendant Investpro, Zhang, and Nickrandt]

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

16
17 104. At all relevant times Lin and Chen were the employees or agents of
18 Investpro.

19 Nickrandt is the licensee of Investpro and Zhang is a manager of Investpro.

20 105. Investpro, Zhang, and Nickrandt failed to supervise their employees or
21 agents, Lin and Chen.

22 106. Investpro, Zhang, and Nickrandt failed to adequately train their employees
23 or agents, Lin and Chen to ensure that they complied with the law.

24 107. Investpro, Zhang, and Nickrandt failed to adequately educate their
25 employees or agents, Lin and Chen to ensure that they complied with the
26 law.

27 108. As a direct and proximate result of the actions of Defendants Investpro,
28 Zhang, and Nickrandt failure to supervise, adequately train or adequately

1 educate their employees or agents, Lin and Chen Plaintiff has suffered and
2 will suffer general and consequential damages in excess of ten thousand
3 dollars (\$15,000), exclusive of costs and interest, in an amount to be
4 determined according to proof adduced at trial.

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

8
9 TENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

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

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

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

16 113. TKNR transferred all of it's assets to Doe Defendants 6 - 10 and Roe
17 Defendants XI - XX

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

19 (b) Without receiving a reasonably equivalent value in exchange for the
20 transfer or obligation, and TKNR:

21
22 (1) Was engaged or was about to engage in a business or a
23 transaction for which the remaining assets of the debtor were
24 unreasonably small in relation to the business or transaction; or

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

28 114. Due to the actions of TKNR described above, Plaintiff seeks a declaratory

1 order attaching any judgment against TKNR to Doe Defendants 6 - 10
2 and/or Roe Defendants XI - XX.

3
4 ELEVENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

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

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

10 116. Investpro Investments I LLC dissolved and transferred all of its assets to
11 Doe Defendants 11 - 15 and/or Roe Defendants XXI - XXX

12 117. Investpro Investments I LLC transferred all of it's assets to Doe Defendants
13 11-15 and Roe Defendants XXI -XXX

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

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

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

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

23
24 118. Due to the actions of INVESTPRO INVESTMENTS I LLC described above,
25 Plaintiff seeks a declaratory order attaching any judgment against
26 INVESTPRO INVESTMENTS I LLC to Doe Defendants 11-15 and/or Roe
27 Defendants XXI - XXX.
28

1 TWELVETH CAUSE OF ACTION : CIVIL CONSPIRACY

2 [As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR,
3 INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC]
4

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

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

10 121. The concerted action engaged in by all, or some combination of, Defendants
11 MAN CHAU CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO
12 INVESTMENTS I LLC and INVESTPRO MANAGER LLC was intended to
13 accomplish an unlawful objective for the purpose of harming another.

14 122. Plaintiff was damaged by the act or acts of Defendants MAN CHAU
15 CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO INVESTMENTS I LLC
16 and INVESTPRO MANAGER LLC and Plaintiff has suffered and will suffer
17 general and consequential damages in excess of ten thousand dollars
18 (\$15,000), exclusive of costs and interest, in an amount to be determined
19 according to proof adduced at trial.

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

24
25 THIRTEENTH CAUSE OF ACTION - BREACH OF CONTRACT

26 [As to Defendant Investpro]
27

28 124. Plaintiff realleges and incorporates herein all of the allegations previously

- 1 made in all previous paragraphs as though fully set forth herein.
- 2 125. At all relevant times Investpro was the real estate broker for the purchase
3 and sale of the Subject Property.
- 4 126. By written contract, Investpro represented both the buyer and the seller in
5 the transaction.
- 6 127. Pursuant to NRS 645.252(1)(a) Investpro was required to disclose to
7 Plaintiff "Any material and relevant facts, data or information which the
8 licensee knows, or which by the exercise of reasonable care and diligence
9 should have known, relating to the property which is the subject of the
10 transaction."
- 11 128. Investpro breached it's contractual duties as it failed to disclose material
12 and relevant facts, data or information which Investpro knew, or which by
13 the exercise of reasonable care and diligence should have known, relating
14 to the Subject Property.
- 15 129. Plaintiff was damaged by the act or acts of Investpro and Plaintiff has
16 suffered and will suffer general and consequential damages in excess of ten
17 thousand dollars (\$15,000), exclusive of costs and interest, in an amount to
18 be determined according to proof adduced at trial.
- 19 130. Plaintiff has further been required to retain the services of an attorney to
20 prosecute this action on its behalf, and as such are entitled to attorney's
21 fees and costs incurred in prosecuting this matter.
- 22

23 FOURTEENTH CAUSE OF ACTION - BREACH OF IMPLIED COVENANT OF
24 GOOD FAITH AND FAIR DEALING

25 [As to Defendant Investpro]

26

27

- 28 131. Plaintiff incorporates all previous paragraphs as though fully set forth

1 herein.

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

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

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

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

14
15 FIFTEENTH CAUSE OF ACTION : ABUSE OF PROCESS

16 [As to all Defendants]

17
18
19 136. Plaintiff incorporates all previous paragraphs as though fully set forth
20 herein.

21 137. Following service of the initial Complaint, Defendants willfully embarked on
22 a pattern and strategy of deception and delay with an ulterior purpose other
23 than resolving this legal dispute and used the legal process to implement
24 this strategy, all of which is not proper in the regular conduct of this legal
25 proceeding, with specific examples being set forth below.

- 26 a. Stating in their Answer filed March 19, 2019 that they "are without
27 knowledge or information sufficient to form a belief as to the truth of
28 the allegation" that the assets distributed by Investpro Investments I

1 LLC as part of it's dissolution in January, 2019 [after the Complaint
2 was served] were all of Investpro Investments I LLC's assets.
3 Defendants, including state in their Amended Answer filed _____,
4 2020 the same baseless statement about lack of knowledge or
5 information about Investpro Investments I LLC. In fact, their
6 Amended Answer filed _____ doesn't even have an answer filed by
7 Investpro Investments I LLC.

- 8 b. Failing to provide ANY disclosure or discovery for Investpro
9 Investments I LLC
- 10 c. Failing to provide ANY disclosure or discovery for INVESTPRO
11 MANAGER LLC.
- 12 d. Filing a frivolous Motion for Summary Judgment on January 7, 2019
13 before discovery had even commenced.
- 14 e. Filing a Counterclaim for Abuse of Process over twenty months after
15 the Amended Complaint.
- 16 f. Filing a Third-Party Complaint against a mechanical The Air Team,
17 LLC d/b/a the Air Team Heating and Cooling, a Nevada Limited
18 Liability Company over 23 months after attaching the invoice to their
19 frivolous Motion for Summary Judgment filed on January 7, 2019.
- 20 g. Filing a Motion to Enlarge Discovery Deadlines on October 15, 2020,
21 fifteen days before the close of discovery, when discovery deadlines
22 had already been extended on May 28, 2020 due to the corona virus
23 situation. Defendants' Motion to Enlarge Discovery Deadlines on
24 October 15, 2020 was filed without a meet and confer conference in
25 violation of EDCR 2.34(d), was filed later than 21 days before the
26 discovery cut-off date in violation of EDCR 2.35(a), and was filed
27 directly to the District Court Judge instead of "to the Discovery
28 Commissioner in strict accordance with EDCR 2.35" as required by

the trial order filed June 26, 2020

- h. Failing to disclose a rebuttal expert within the deadline.
 - i. Repeatedly falsely stating, while knowing of the falsity, that Plaintiff did not inspect the Subject Property, knowing that Plaintiff had inspected the Subject Property and had made demands for repairs.
 - j. Asserting that the opinion of Plaintiff's expert witness, Amin Sani, create a basis for Abuse of Process when Mr. Sani was (1) timely disclosed as Plaintiff's expert witness in compliance with all legal rules and procedures and (2) is solely expressing an honest opinion with his scope of expertise.
 - k. Defendants have failed to disclose insurance coverage, as required by NRCP 16.1(a)(1)(D).
 - l Defendants abuse of the legal system is ongoing and because of the ongoing nature of Defendants' action, Plaintiff have will seek leave to amend the complaint to add any additional actions taken by Defendants after they occur.
138. Defendants engaged in the above identified actions within this wsuit for (1) an ulterior purpose other than resolving a legal dispute, and (2) a willful act in the use of the legal process not proper in the regular conduct of the proceeding. Posadas v. City of Reno, 109 Nev. 448, 452, 851 P.2d 438, 441 42 (1993).
139. The delay tactics, repeated knowing false statements, and questionable discovery tactics by Defendants is abuse of process.
140. The use of false, misleading statements about Plaintiff's "expert" is abuse of process.
141. Stating that "suing the Property Manager / Broker agents despite the clear language in the RPA related to both liability and limitation of damages is abuse of process" when (1) the allegations against Defendants have

1 ALREADY been the subject of Defendants' Motion for Summary Judgment,
2 which was denied and (2) the allegations against the Property Manager /
3 Broker have been clearly set forth is abuse of process.

4 142. Additional areas of abuse of process have not been yet obtained byway of
5 discovery and, additionally, are ongoing. When additional information of
6 evidence of Defendants' abuse of process is obtained, Defendants will
7 disclose such information accordingly.

8 143. In order to prosecute this action, Plaintiff had to retain attorneys to represent
9 it, and it is entitled to fair and reasonable attorneys' fees associated with
10 protecting its rights.costs incurred as foreseeable damages arising from
11 tortious conduct of abuse of process; as such, these fees are considered
12 special damages and must be pleaded as special damages pursuant to
13 Nevada Rule of Civil Procedure 9(g). International Indus. v. United Mtg. Co.,
14 96 Nev. 150, 606 P.2d 163 (1980) (failure to plead damages precluded
15 recovery); City of Las Vegas v. Cragin Industries, 86 Nev. 933, 478 P.2d
16 585 (1970) (fees not properly pleaded in the complaint); Brown v. Jones, 5
17 Nev. 374 (1870) (complaint must allege with distinctness fees resulting only
18 from dissolution of injunction). Plaintiff specially pleads for attorneys' fees to
19 meet the requirements set forth by the Nevada Supreme Court. Young v.
20 Nevada Title Co., 103 Nev. 436, 438, 744 P.2d 902, 903 (1987). The
21 attorneys' fees are the natural and proximate consequence of the injurious
22 conduct specified herein. Peterson v. Wiesner, 62 Nev. 184, 146 P.2d 789
23 (1944) (failure to distinguish fees incurred in wrongful attachment action
24 from fees incurred in collateral criminal case resulted in denial of fees as
25 damages). It has been necessary for Plaintiff to retain the services of an
26 attorney to prosecute this action, and Plaintiff should therefore be entitled to
27 an award of reasonable attorney's fees and costs.
28

1 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 2
3 1. As to Defendant TKNR, Wong and INVESTPRO MANAGER LLC, pursuant
4 to NRS 113.150, judgment jointly and severally for treble the amount
5 necessary to repair or replace the defective part of the Subject Property,
6 which amount is in excess of Fifteen Thousand Dollars (\$15,000), plus court
7 costs and reasonable attorney's fees;
- 8 2. As to Defendants Investpro, Nickrandt and Chen, judgment jointly and
9 severally for compensatory damages in an amount in excess of Fifteen
10 Thousand Dollars (\$ 15,000.00) plus for exemplary and/or punitive damages
11 in the amount of three times the compensatory damages awarded; and
- 12 3. As to Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong
13 and Lin, judgment jointly and severally for compensatory damages in an
14 amount in excess of Fifteen Thousand Dollars (\$ 15,000.00) plus for
15 exemplary and/or punitive damages in the amount of three times the
16 compensatory damages awarded; and
- 17 4. As to Defendants Lin, Cheng, INVESTPRO MANAGER LLC and
18 INVESTPRO INVESTMENTS I LLC, pursuant to NRS 204.470, judgment
19 jointly and severally for treble Plaintiff's actual damages, which amount is in
20 excess of Fifteen Thousand Dollars (\$15,000), plus attorney's fees in the
21 trial and appellate courts and costs of investigation and litigation reasonably
22 incurred; and
- 23 5. As to Defendant Chen, pursuant to NRS 645.257(1) judgment for Plaintiff's
24 actual damages, which amount is in excess of Fifteen Thousand Dollars
25 (\$15,000); and
- 26 6. As to Defendant Lin, pursuant to NRS 645.257(1) judgment for Plaintiff's
27 actual damages, which amount is in excess of Fifteen Thousand Dollars
28 (\$15,000); and

- 1 7. As to Defendant Investpro, pursuant to NRS 645.257(1) judgment for
2 Plaintiff's actual damages, which amount is in excess of Fifteen Thousand
3 Dollars (\$15,000); and
- 4 8. As to Defendant Nickrandt, pursuant to NRS 645.257(1) judgment for
5 Plaintiff's actual damages, which amount is in excess of Fifteen Thousand
6 Dollars (\$15,000); and
- 7 9. As to Defendants Investpro, Zhang, and Nickrandt, judgment jointly and
8 severally Plaintiff's actual damages, which amount is in excess of Fifteen
9 Thousand Dollars (\$15,000); and
- 10 10. For a declaratory order attaching any judgment against TKNR to Doe
11 Defendants 6 - 10 and/or Roe Defendants XI - XX; and
- 12 11. For a declaratory order attaching any judgment against INVESTPRO
13 INVESTMENTS I LLC to Doe Defendants 11-15 and/or Roe Defendants XXI
14 - XXX; and
- 15 12. As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR,
16 INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC,
17 judgment jointly and severally for Plaintiff's actual damages, which amount
18 is in excess of Fifteen Thousand Dollars (\$15,000) plus for exemplary
19 and/or punitive damages in the amount of three times the compensatory
20 damages awarded; and
- 21 13. As to Defendant Investpro, judgment for Plaintiff's actual damages, which
22 amount is in excess of Fifteen Thousand Dollars (\$15,000); and
- 23 14. As to all Defendants, judgment jointly and severally, for it's attorney fees
24 and court costs due to Defendants' abuse of process, which amount is in
25 excess of Fifteen Thousand Dollars (\$15,000) plus for exemplary and/or
26 punitive damages in the amount of three times the compensatory damages
27 awarded; and
28

1 15. For such other and further relief as the Court may deem just and proper

2

3 /s/ Benjamin B. Childs

4 BENJAMIN B. CHILDS, ESQ.

5 Nevada Bar No. 3946

6 Attorney for Plaintiff

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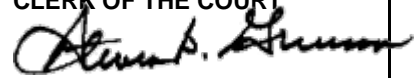
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BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com
Attorney for Plaintiff/Counterdefendant

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

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

Defendants/Counterclaimants

AND RELATED ACTIONS

NOTICE OF ENTRY OF STIPULATION AND ORDER FOR LEAVE TO FILE
SECOND AMENDED COMPLAINT

Take notice that a STIPULATION AND ORDER FOR LEAVE TO FILE

1 SECOND AMENDED COMPLAINT was filed in this case on November 23, 2020.

2 A copy of the filed Stipulation and Order is attached hereto.

3
4 /s/ Benjamin B. Childs
5 BENJAMIN B. CHILDS, ESQ.
6 NEVADA BAR # 3946
7 Attorney for Plaintiff/Counterdefendant

8
9 CERTIFICATE OF SERVICE

10 This NOTICE OF ENTRY OF STIPULATION AND ORDER FOR LEAVE
11 TO FILE SECOND AMENDED COMPLAINT, with Exhibit, was served through
12 the Odyssey File and Serve system to opposing counsel at filing. Electronic
13 service is in lieu of mailing.

14 /s/ Benjamin B. Childs, Sr.
15 _____
16 BENJAMIN B. CHILDS, Sr.ESQ.
17 NEVADA BAR # 3946
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1 SAO
2 BENJAMIN B. CHILDS, ESQ.
3 Nevada Bar # 3946
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5 Las Vegas, Nevada 89101
(702) 251 0000
6 Fax 385 1847
7 ben@benchilds.com
8 Attorney for Plaintiff/Counterdefendant

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10 EIGHTH JUDICIAL DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 W L A B INVESTMENT, LLC

13 Plaintiff/Counterdefendant

14 vs.

Case # A-18-785917-C
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15 TKNR, INC, a California Corporation, and
16 CHI ON WONG aka CHI KUEN WONG, an individual, and
17 ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN
18 ZHONG LIN aka KENNETH ZHONG LIN aka WHONG
19 K.LIN aka CHONG KENNY LIN aka ZHONG LIN, an
20 individual, and LIWE HELEN CHEN aka HELEN CHEN,
21 an individual and YAN QIU ZHANG, an individual, and
22 INVESTPRO LLC dba INVESTPRO REALTY,
23 a Nevada Limited Liability Company, and
24 MAN CHAU CHENG, an individual, and
25 JOYCE A. NICKRANDT, an individual and
26 INVESTPRO INVESTMENTS I LLC, a Nevada Limited
27 Liability Company, and INVESTPRO MANAGER LLC,
28 a Nevada Limited Liability Company, and
Does 1 through 15 and Roe Corporations I - XXX

Defendants/Counterclaimants

=====

AND RELATED ACTIONS

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STIPULATION AND ORDER FOR LEAVE TO FILE SECOND AMENDED
COMPLAINT

Plaintiff W L A B INVESTMENT, LLC , through his attorney Benjamin B. Childs,

1 and Defendants, through their attorney Michael B. Lee, stipulate that Plaintiff can file the Second
2 Amended Complaint, attached hereto as Exhibit 1.

3
4 /s/ Benjamin B. Childs

/s/ Michael B. Lee

5 BENJAMIN B. CHILDS

MICHAEL B. LEE

6 Nevada Bar # 3946

Nevada Bar # 10122

Attorney for Plaintiff

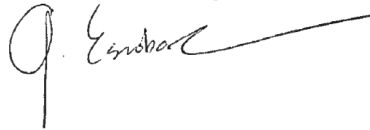
Attorney for Defendants

7
8 ORDER

9
10 Based on the stipulation of the parties, it is ORDERED that Plaintiff can file the Second
11 Amended Complaint, attached hereto as Exhibit 1. The issue being resolved, PLAINTIFF'S
12 MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT is vacated and
13 along with any hearing associated with that Motion.

14
15 IT IS SO ORDERED

Dated this 23rd day of November, 2020

16
17 

18
19 B4B 1A9 2B5B 6F76
20 Adriana Escobar
21 District Court Judge
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23
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WLAB v. Lin et al. - Motion for Leave to Amend**mike@mblnv.com <mike@mblnv.com>**

Sun 11/22/2020 2:56 PM

To: Ben Childs <ben@benchilds.com>**Cc:** 'Michael Matthis' <matthis@mblnv.com> 1 attachments (236 KB)

20201120 - SAO112020withexhibits.pdf;

Ben:

I have reviewed the stipulation you drafted related to amending your pleading. I consent to you affixing my e-signature to the stipulation and presenting it to the Court.

MICHAEL B. LEE, ESQ.mike@mblnv.com

1820 E. Sahara Avenue, Suite 110, Las Vegas, NV 89104

Direct Line – 702.731.0244 Main Line: 702.477.7030 Fax: 702.477.0096

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EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

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2 Nevada Bar # 3946
3 318 S. Maryland Parkway
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7 ben@benchilds.com
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EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

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TKNR, INC, a California Corporation, and
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INVESTPRO LLC dba INVESTPRO REALTY,
a Nevada Limited Liability Company, and
MAN CHAU CHENG, an individual, and
JOYCE A. NICKRANDT, an individual and
INVESTPRO INVESTMENTS I LLC, a Nevada Limited
Liability Company, and INVESTPRO MANAGER LLC,
a Nevada Limited Liability Company, and
Does 1 through 15 and Roe Corporations I - XXX

Defendants/Counterclaimants

=====

AND RELATED ACTIONS

=====

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

PROPOSED SECOND
AMENDED
COMPLAINT

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

///

1 PLAINTIFF'S ALLEGATIONS OF FACT

2 A. IDENTITY OF DEFENDANTS

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

relevant, Lin was also Chief Executive Officer of INVESTPRO INVESTMENT LLC and INVESTPRO MANAGER LLC. Lin is also founding chairman of INVESTPRO MANAGER LLC. Lin is also the Chairman and founder of Investpro.

6. YAN QIU ZHANG is a Nevada resident who, during all time relevant hereto, was a manager and registered agent of Investpro.

7. LIWEI HELEN CHEN aka HELEN CHEN [Chen] is a Nevada resident who, during all time relevant hereto, was a real estate agent employed, associated and/or the agent of Investpro who represented Plaintiff as the buyer of the Subject Property. Chen was the buyer's agent, representing Plaintiff.

8. INVESTPRO INVESTMENTS I LLC was at all relevant times a Nevada Limited Liability Company. INVESTPRO INVESTMENTS I LLC is the Flipping Fund described in below.

9. INVESTPRO MANAGER LLC was at all relevant times a Nevada Limited Liability Company. INVESTPRO MANAGER LLC presented and solicited investors for the Flipping Fund described below. INVESTPRO MANAGER LLC managed Investpro INVESTMENTS I LLC, the Flipping Fund, and also managed the renovation project of the Subject Property prior to the sale of the Subject Property to Plaintiff. INVESTPRO MANAGER LLC used TKNR as a sham owner of the Subject Property while in reality INVESTPRO MANAGER LLC retained control of all decisions regarding the Subject Property.

10. MAN CHAU CHENG is a Nevada resident who, during all time relevant hereto, was a manager of INVESTPRO MANAGER LLC and was a founder of INVESTPRO MANAGER LLC.

11. The true names of Defendants DOES 1 through 5 and ROE CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time.

1 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP
2 10 (a). Plaintiffs are informed and believe, and based on that information
3 and belief allege, that each of the Defendants designated as a DOE or ROE
4 is legally responsible for the events and happenings referred to in this
5 complaint, and/or unlawfully caused the injuries and damages to Plaintiff
6 alleged in this complaint, or who have an interest in the subject property as
7 set forth below. When their true names and capacities of Doe or Roe
8 Defendants are ascertained Plaintiff, if appropriate, will amend his
9 Complaint accordingly to insert the correct name and capacity herein.

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

21 13. The true names of Defendants DOES 11 through 15 and ROE
22 CORPORATIONS XXI - XXX, inclusive, are unknown to Plaintiff at this
23 time. Plaintiff sues those Defendants by such fictitious names pursuant to
24 NRCP 10 (a). Plaintiffs are informed and believe, and based on that
25 information and belief allege, that each of the Defendants designated as a
26 DOE or ROE were the recipients of the assets immediately before, at or
27 following the dissolution of TKNR in violation of NRS CHAPTER 112 -
28 Uniform Fraudulent Transfer Act. When their true names and capacities of

1 Doe or Roe Defendants are ascertained Plaintiff, if appropriate, will amend
2 his Complaint accordingly to insert the correct name and capacity herein

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

5
6 B. TRANSACTIONS RESULTING IN THIS LAWSUIT
7

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

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

17 17. Lin is the manager of a Flipping Fund and also represents himself as the
18 "CEO of Investpro Investment LLC & Investpro Manager LLC". The
19 Flipping Fund is represented in promotional material as follows :
20

21
22 FLIPPING FUND
23 INVESTPRO INVESTMENTS I LLC
24 PRESENT BY INVESTPRO MANAGER LLC
25 KENNY LIN
26 Phone : +1 (702) 726-0000
27 Email : zhong.kenny@gmail.com

- 28
1. TERM : 1-3 YEARS
 2. MINIMUM UNITS: \$50,000 MINIMUM, \$1000 PER UNIT.

3. USE OF FUND: FLIPPING RESIDENTIAL PROPERTIES IN LAS VEGAS.
4. RETURNS: 8 % PREFERRED PER ANNUL PAYS EVERY QUARTER, HEN AFTER ALL MONEY RETURNED TO INVESTORS, THE NET PROCEED SPLIT 75% TO INVESTORS AND 25 % TO MANAGER LLC.
5. WITHDRAW: NO WITHDRAW WITHIN 1ST 12 MONTH , AFTER THAT YOU CAN RESALE YOUR SHARE OR COMPANY WILL BUY IT BACK.

CLOSE OUT DATE: DEC. 31,2015

WHAT'S FLIPPING FUND?

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

18. INVESTPRO INVESTMENTS I LLC is the business entity used by Lin for the Flipping Fund. Lin is the Chief Executive Officer of INVESTPRO INVESTMENTS I LLC.
19. INVESTPRO MANAGER LLC is the business entity used by Lin to present and solicit investors and funds to the Flipping Fund. INVESTPRO MANAGER LLC was also the project manager for renovation of the Subject Property as described below. Lin is the Chief Executive Officer of INVESTPRO MANAGER LLC.
20. Prior to the sale of the Subject Property, INVESTPRO MANAGER LLC performed as a general contractor without being licensed as a general contractor in that INVESTPRO MANAGER LLC identified scope of renovation, demolition, and construction work, managed the renovation, demolition, and construction work on the Subject Property from soliciting

- 1 subcontractors bids, evaluating bids from subcontractor, awarding contracts
2 to subcontractors, monitoring subcontractor work and paying
3 subcontractors, handypersons and unlicensed workers. INVESTPRO
4 MANAGER LLC contracted for extensive renovation, demolition, and
5 construction work on the Subject Property.
- 6 21. INVESTPRO MANAGER LLC was the project manager for the renovation
7 of the Subject Property.
- 8 22. Investpro was also the real estate broker in the sale, representing both the
9 buyer [WLAB] and the seller [TKNR].
- 10 23. TKNR and it's agent Investpro marketed and listed for sale.
- 11 24. Seller's Real Property Disclosure Form was prepared, presented and
12 initialed by Lin on or about August 7, 2017.
- 13 25. TKNR failed to disclose one or more known condition(s) that materially
14 affect(s) the value or use of the Subject Property in an adverse manner, as
15 required by NRS Chapter 113, in a particular NRS 113.130.
- 16 26. TKNR and it's agent Investpro marketed and listed the Subject Property
17 for sale.
- 18 27. Factual statements from the August 7, 2017 Seller Real Property Disclosure
19 Form (SRPDF) are set forth in Paragraph 31 and the subsections thereof
20 state whe the disclosures were either inadequate or false. The SRPDF
21 states that it was prepared, presented and initialed by Kenny Lin.
- 22 28. All work on the Subject Property which is complained of herein was
23 performed at the direction of INVESTPRO MANAGER LLC and Investpro,
24 as TKNR's agent. Further, all work on the Subject Property which is
25 complained of herein occurred within two years prior to the sale to Plaintiff
26 and while the Subject Property was under TKNR's ownership and
27 INVESTPRO MANAGER, LLC's control.
- 28 29. Since the Subject Property is a residential rental apartment, to protect

1 tenants and consumers, the applicable local building code requires all
2 renovation, demolition, and construction work must be done by licensed
3 contractors with permits and inspections to ensure compliance with the
4 Uniform Building Code [UBC].

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

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

- 12
- 13 a. SRPDF stated that Electrical System had no problems or defects.
14 The fact is that many new electric lines were added and many old
15 electric lines were removed by Investpro Manager LLC . The swamp
16 coolers that were removed were supplied by 110 volt power supply
17 lines. Investpro Manager LLC first added one 220v power supply line
18 for one new 5 ton heat pump package unit on one roof top area for
19 the whole building for Unit A. Unit B and Unit C.
20 Investro Manager, LLC then removed the one year old 5 ton heat
21 pump packaged unit from the roof top with power supply lines and
22 added two new 220v power supply lines for two new 2 ton heart pump
23 package units, one each for Unit B and Unit C.
24 Inestpro Manager, LLC then added one new 110 volt power supply
25 line for two window cooling units for Unit A. The electrical system
26 load for Unit A was increased due to the installation of two new
27 cooling units and required 100 amp service, but the electrical service
28 was not upgraded to 100 amp service from the existing 50 amp

1 service. Failure to upgrade the electrical service caused the fuses to
2 be blown out multiple times during the cooling seasons of 2018. The
3 tenants in Unit A could not use air conditioning units in cooling
4 seasons of 2018, causing Unit A to be uninhabitable until the Unit A
5 electrical supply panel was upgraded to 100 amp service.

6 All the electrical supply line addition and removal work were
7 performed without code required electrical load calculation, permits
8 and inspections. To save money, minimize flipping cost, minimize
9 flipping time, maximize flipping fund profits, Investpro Manager LLC
10 used unlicensed and unskilled workers to do the electrical work and
11 used low quality materials used inadequate electrical supply lines.
12 Further, to save money, minimize flipping cost, minimize flipping time,
13 maximize flipping fund profits, Investpro Manager LLC used
14 unskilled workers who did not know the UBC requirements to do the
15 electrical work. This substandard work may lead electrical lines to
16 overheat and cause fires in the attic when tenant electrical load is
17 high.

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

- 24
25 b. SRPDF stated that Plumbing System had no problems or defects.
26 The fact is that that within two years prior to the sale to Plaintiff,
27 Investpro Manager LLC removed and plugged swamp cooler water
28 supply lines without UBC required permits and inspections. To save

1 money, minimize flipping cost, minimize flipping time, and maximize
2 flipping fund profits, Investpro Manager LLC used unlicensed and
3 unskilled workers who just plugged high pressure water supply lines
4 at rooftop instead of at ground level and who did not remove the water
5 supply lines on top of the roof, inside the attic and behind the drywall.
6 In cold winter, the high pressure water line which was left inside the
7 building may freeze and break the copper line and lead flooding in the
8 whole building.

9 Further, to save money, minimize flipping cost, minimize flipping time,
10 and maximize flipping fund profits, Investpro Manager LLC used
11 unlicensed and unskilled workers to remove and plug natural gas
12 lines for the natural gas wall furnaces without UBC required permits
13 and inspections.

14 Further, to save money, minimize flipping cost, minimize flipping time,
15 and maximize flipping fund profits, Investpro Manager LLC used
16 unlicensed and unskilled workers with little knowledge of natural gas
17 pipe connection requirements. The unlicensed and unskilled workers
18 used the wrong sealing materials and these sealing materials may
19 degrade and lead to natural gas leaks and accumulation inside the
20 drywall and the attic which may cause an explosion or fire.

21 Further, to save money, minimize flipping cost, minimize flipping time,
22 and maximize flipping fund profits, Investpro Manager LLC used
23 unlicensed and unskilled workers to completely renovate all three
24 bathrooms in the Subject Property without UBC required permits and
25 inspections. Some faucets and connections behind tile walls and
26 drywall leak and are causing moisture conditions behind tile walls and
27 drywalls.
28

1 c. SRPDF stated that Sewer System and line had no problems or
2 defects.

3 The subject property was built in 1954. Clay pipes were used at that
4 time for sewer lines. Before the sale, within few days after tenants
5 moved into apartment Unit B, they experienced clogged sewer line
6 which caused the bathrooms to be flooded. The tenants called
7 Investpro to ask them to fix the clogged pipes and address the
8 flooding issues. After this report, Investpro asked tenants to pay to
9 hire plumber to snake the sewer line. After tenants threatened to call
10 the Las Vegas code enforcement office, to save money, minimize
11 flipping cost, minimize flipping time, and maximize flipping fund
12 profits, Investpro used unlicensed and unskilled workers to snake the
13 clay sewer pipes. Licensed contractors must be hired to snake sewer
14 pipes as code required. This approach to clearing the clog may
15 break the clay sewer pipes and cause future tree root grown into
16 sewer lines and clogs in sewer lines.

17
18 d. SRPDF stated that Heating System had problems or defects.

19 No full explanation was provided, as required. Investro Manager, LLC
20 disabled natural gas heating system without UBC required permits
21 and inspections. To save money, minimize flipping cost, minimize
22 flipping time, and maximize flipping fund profits, Investpro Manager
23 LLC used unlicensed and unskilled workers with little knowledge
24 about natural gas pipe connection requirements. They used the
25 wrong sealing materials and these sealing materials may degrade and
26 lead to a natural gas leak inside the drywall and the attic and may
27 cause an explosion or fire.

28 Further, Investpro Manager LLC installed two electrical heat pump

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

- 5
- 6 e. SRPDF stated that the Cooling System had problems or defects
7 No full explanation was provided, as required. Investro Manager, LLC
8 removed old swamp cooler systems without UBC required permits and
9 inspections. To save money, minimize flipping cost, minimize flipping
10 time, and maximize flipping fund profits, Investpro used unlicensed
11 and unskilled workers to disconnect water supply lines, cover swamp
12 cooler ducting holes, and disconnect 110V electrical supply lines.
13 Further, as early as March of 2016, Investro Manager, LLC hired Air
14 Supply Cooling to install one five ton new heat pump package unit
15 with new rooftop ducting systems on one roof area to supply cooling
16 and heating air to the whole building consisting of Unit A, Unit B and
17 Unit C without UBC required weight load and wind load calculations,
18 permits and inspections. The five ton heat pumps package unit was
19 too big, too heavy and had control problems. To save money,
20 minimize flipping cost, minimize flipping time, and maximize flipping
21 fund profits, Investpro Manager LLC also used unlicensed and
22 unskilled workers to remove the one year old five ton heat pump
23 package unit with ducting system without UBC required permits and
24 inspections. All of this work was done without UBC required
25 structural calculation, permits and inspections.
26 Further, in early June, 2017, Investro Manager, LLC hired The AIR
27 TEAM to install two new two ton heat pump package units, one each
28 for Unit B and Unit C. Invespro Manager, LLC also used unlicensed

1 and unskilled workers to install two window cooling units in Unit A's
2 exterior walls. All of the above work was done without UBC required
3 permits and inspections.

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

15
16 f. SRPDF stated that Smoker detector had no problems or defects
17 During Plaintiff's inspection at August 10, 2017 afternoon, some
18 smoke detectors were missing.

19
20 g. SRPDF stated that no Previous or current moisture conditions and or
21 water damage.

22 To save money, minimize flipping cost, minimize flipping time, and
23 maximize flipping fund profits, Investro Manager, LLC used
24 unlicensed and unskilled workers to vent high moisture bathroom fan
25 exhaust and washer/dryer combination unit exhaust into the ceiling
26 attic area instead of venting outside the building roof without UBC
27 required permits and inspections. The improper ventings caused high
28 moisture conditions in ceiling attic and water damages in ceiling and

1 attic. The high moisture conditions in the ceiling attic destroyed ceiling
2 attic insulations, damaged the roof decking, damaged roof trusses
3 and damaged roof structure supports.

4 To saving money, minimize flipping cost, minimize flipping time, and
5 maximize flipping fund profits, Investpro Manager LLC used
6 unlicensed and unskilled workers to complete renovation to all three
7 bathrooms without UBC required permits and inspections. Some
8 faucets and connections behind tile walls and drywall leaks and
9 caused moisture conditions behind tile walls and drywalls.

10
11 h. SRPDF stated that there was no structure defect.

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

26 Further, to save money, minimize flipping cost, minimize flipping time,
27 and maximize flipping fund profits, Investpro Manager LLC used
28 unlicensed and unskilled workers to open two new window holes on

1 exterior walls for two window cooling units in Unit A without UBC
2 required structure calculation, permits and inspections. This work
3 damaged the building structure.

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

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

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

- 13
14 i. SRPDF marked Yes and NO for construction, modification,
15 alterations or repairs made without required state, city or county
16 building permits.

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

- 22
23 j. SRPDF stated that there were not any problems with the roof.

24 The roof of the Subject Property was damaged by changing roof top
25 HVAC units and ducting systems multiple times from October, 2015
26 to June, 2017. Investpro Manager LLC removed the existing swamp
27 coolers from roof top and covered the swamp coolers ducting holes.
28 Investpro Manager LLC added a five ton heat pump package unit with

1 a new ducting system on one roof top area in March, 2016.

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

11
12 k. SRPDF stated that no there were not any fungus or mold problems.
13 To save money, minimize flipping cost, minimize flipping time, and
14 maximize flipping fund profits, Investpro Manager LLC vented the
15 bathroom high moisture fans and the washer/dryer combination unit
16 exhaust vents into the ceiling and attic without venting outside of the
17 roof. All of this renovation, demolition, and construction work was
18 done without UBC required permits and inspections and this damaged
19 the building structure. After the purchase of the Subject Property,
20 Plaintiff discovered black color fungus mold was found inside ceiling
21 and attic.

22
23 l. SRPDF stated that there were not any other conditions or aspects of
24 the property which materially affect its value or use in an adverse
25 manner.

26 i. Problems with flooring.

27 To save money, minimize flipping cost, minimize flipping time,
28 and maximize flipping fund profits, Investpro Manager LLC

1 used unlicensed and unskilled workers to lay low quality cheap
2 ceramic tiles on the loose sandy ground rather than on a
3 strong, smooth, concrete floor base. Within few months after
4 tenants moving into the Subject Property, mass quantities of
5 floor ceramic tiles cracked and the floor buckled. These
6 cracked ceramic tiles may cut tenants' toes and create a trip
7 and fall hazard. These are code violations had to be repaired
8 before the units could be rented to tenants. The plaintiff has to
9 spend lot money to replace all ceramic tile floor in Unit C with
10 vinyl tile floor.

11 ii. Problems with the land/foundation.

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

18 iii. Problems with closet doors.

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

- 24
25 32. Plaintiff discovered the multiple defects and false or inaccurate statements,
26 as set forth above, after purchasing the property on December 15, 2017,.
27 33. After selling the property to Plaintiff, TKNR filed a dissolution with the State
28 of California in September, 2018 and it is unknown at this time to whom

TKNR disbursed its assets in the dissolution.

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

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

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

FIRST CAUSE OF ACTION - RECOVERY UNDER NRS CHAPTER 113
[Defendants TKNR, Wong, and INVESTPRO MANAGER LLC]

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

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

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

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

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

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

8
9 SECOND CAUSE OF ACTION - CONSTRUCTIVE FRAUD

10 [Defendants Investpro, Nickrandt and Chen]
11

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

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

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

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

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

25 47. It has been necessary for Plaintiff to retain the services of an attorney and to
26 incur other court costs to prosecute this action. Defendants Investpro,
27 Nickrandt and Chen should be required to pay attorneys' fees and costs
28

1 incurred by Plaintiff in this action.

2
3 THIRD CAUSE OF ACTION - COMMON LAW FRAUD

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

5
6 48. Plaintiff realleges and incorporates herein all of the allegations previously
7 made in all previous paragraphs as though fully set forth herein.

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

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

14 51. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin
15 intended to defraud Plaintiff.

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

19 53. Due to the the misrepresentations of material fact regarding the subject
20 property made by Defendants Investpro, INVESTPRO MANAGER LLC,
21 TKNR, Wong and Lin set forth above prior to the sale to Plaintiff, Plaintiff
22 has been damaged in an amount in excess of Fifteen Thousand Dollars
23 (\$15,000.00), which amount will be set forth and proven at the time of trial.

24 54. It has been necessary for Plaintiff to retain the services of an attorney and to
25 incur other court costs to prosecute this action. Defendants Investpro,
26 INVESTPRO MANAGER LLC, TKNR, Wong and Lin should be required to
27 pay attorneys' fees and costs incurred by Plaintiff in this action.
28

1 FOURTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

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

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

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

9 58. Defendant Wong is the alter ego of TKNR.

10 59. Defendants' actions constitute Fraudulent Inducement because :

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

12 (2) Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO
13 MANAGER LLC, and Lin had knowledge or belief that, as set forth above,
14 the representations were false or they had knowledge that they had
15 insufficient basis for making the representation;

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

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

21 (5) Plaintiff suffered damages resulting from such reliance.
22

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

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

28 Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO

MANAGER LLC, and Lin as set forth above prior to the sale to Plaintiff, Plaintiff has been damaged in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), which amount will be set forth and proven at the time of trial.

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

FIFTH CAUSE OF ACTION : FRAUDULENT CONCEALMENT

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

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

65. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin concealed or suppressed material facts as set forth above.

66. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin were under a duty to disclose the concealed facts.

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

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

69. Due to the concealment of material facts regarding the Subject Property made by

Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin as set forth above prior to the sale to Plaintiff, Plaintiff has been

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

3 70. It has been necessary for Plaintiff to retain the services of an attorney and to
4 incur other court costs to prosecute this action. Defendants TKNR, Wong,
5 Investpro, INVESTPRO MANAGER LLC, and Lin should be required to pay
6 attorneys' fees and costs incurred by Plaintiff in this action.
7

8 SIXTH CAUSE OF ACTION - BREACH OF FIDUCIARY DUTY

9 [Defendants Investpro and Nickrandt and Chen]
10

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

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

15 73. Defendants Investpro and Nickrandt and Chen breached duties owed as a
16 fiduciary because Defendants Investpro and Nickrandt and Chen failed to
17 meet their duties owed to the Plaintiff, including without limitation, a duty to
18 conduct their obligations in a reasonable and customary manner consistent
19 with local standards, a duty to honestly inform the Plaintiff of the status and
20 facts of the purchases and sales, and a duty to meet their obligations as
21 agreed to in acting as a real estate agent and/or broker.
22

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

28 75. Plaintiff has further been required to retain the services of an attorney to

1 prosecute this action on its behalf, and as such are entitled to attorney's
2 fees and costs incurred in prosecuting this matter.

3
4 ///

5 SEVENTH CAUSE OF ACTION - RICO

6 [Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
7 INVESTMENTS I LLC]
8

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

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

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

24 79. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
25 INVESTMENTS I LLC used the proceeds of the above described activity to
26 purchase assets including, but not limited to, membership interest in TKNR.

27 80. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
28

1 INVESTMENTS I LLC used the proceeds of the above described activity to
2 pay Flipping Fund investors a promised 23.69% compound rate.

3 81. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
4 INVESTMENTS I LLC used the proceeds of the above described activity to
5 generate sales commissions for Investpro.

6 82. As a direct and proximate result of the actions of Defendants Lin, Cheng,
7 INVESTPRO MANAGER LLC and INVESTPRO INVESTMENTS I LLC,
8 Plaintiff has suffered and will suffer general and consequential damages in
9 excess of ten thousand dollars (\$15,000), exclusive of costs and interest, in
10 an amount to be determined according to proof adduced at trial.

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

14
15 EIGHTH CAUSE OF ACTION - DAMAGES UNDER NRS 645.257(1)

16 [Defendant Chen, Lin, Investpro and Nickrandt]
17

18
19 84. Plaintiff realleges and incorporates herein all of the allegations previously
20 made in all previous paragraphs as though fully set forth herein.

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

23 86. Investpro represented both the buyer and the seller in the transaction.

24 87. At all relevant times Chen was the employee or agent of Investpro.

25 88. At all relevant times Lin was the employee or agent of Investpro.

26 89. At all relevant times Nickrandt was the licensee of Investpro.

27 90. NRS 645.252(1)(a) imposes a duty on a "licensee acting as agent in real
28 estate transaction" to disclose to Plaintiff "Any material and relevant facts,

1 data or information which the licensee knows, or which by the exercise of
2 reasonable care and diligence should have known, relating to the property
3 which is the subject of the transaction.”

4 91. The facts of the renovation project on the Subject Property set forth in
5 Paragraph 31 were material and relevant facts, data or information which
6 Chen knew, or which by the exercise of reasonable care and diligence
7 should have known.

8 92. Chen had an obligation under NRS 645.252(1)(a) to disclose the material
9 facts of the renovation project on the Subject Property as set forth in
10 Paragraph 31.

11 93. The facts of the renovation project on the Subject Property set forth in
12 Paragraph 31 were material and relevant facts, data or information which
13 Lin knew, or which by the exercise of reasonable care and diligence should
14 have known.

15 94. Lin had an obligation under NRS 645.252(1)(a) to disclose the material facts
16 of the renovation project on the Subject Property as set forth in Paragraph
17 31.

18 95. The facts of the renovation project on the Subject Property set forth in
19 Paragraph 31 were material and relevant facts, data or information which
20 Nickrandt knew, or which by the exercise of reasonable care and diligence
21 should have known.

22 96. Nickrandt had an obligation under NRS 645.252(1)(a) to disclose the
23 material facts of the renovation project on the Subject Property as set forth
24 in Paragraph 31.

25 97. Chen did not disclose the material facts of the renovation project on the
26 Subject Property as set forth in Paragraph 31 to Plaintiff.

27 98. Lin did not disclose the material facts of the renovation project on the
28 Subject Property as set forth in Paragraph 31 to Plaintiff.

1 99. Nickrandt did not disclose the material facts of the renovation project on the
2 Subject Property as set forth in Paragraph 31 to Plaintiff.

3 100. Plaintiff seeks judgment for actual damages against Chen pursuant to NRS
4 645.257(1).

5 101. Plaintiff seeks judgment for actual damages against Lin pursuant to NRS
6 645.257(1).

7 102. Plaintiff seeks judgment for actual damages against Nickrandt pursuant to
8 NRS 645.257(1).

9
10 NINTH CAUSE OF ACTION - FAILURE TO SUPERVISE, INADEQUATE
11 TRAINING AND EDUCATION

12 [Defendant Investpro, Zhang, and Nickrandt]
13

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

17 104. At all relevant times Lin and Chen were the employees or agents of
18 Investpro.

19 Nickrandt is the licensee of Investpro and Zhang is a manager of Investpro.

20 105. Investpro, Zhang, and Nickrandt failed to supervise their employees or
21 agents, Lin and Chen.

22 106. Investpro, Zhang, and Nickrandt failed to adequately train their employees
23 or agents, Lin and Chen to ensure that they complied with the law.

24 107. Investpro, Zhang, and Nickrandt failed to adequately educate their
25 employees or agents, Lin and Chen to ensure that they complied with the
26 law.

27 108. As a direct and proximate result of the actions of Defendants Investpro,
28 Zhang, and Nickrandt failure to supervise, adequately train or adequately

1 educate their employees or agents, Lin and Chen Plaintiff has suffered and
2 will suffer general and consequential damages in excess of ten thousand
3 dollars (\$15,000), exclusive of costs and interest, in an amount to be
4 determined according to proof adduced at trial.

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

8
9 TENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

10 [As to TKNR, Doe Defendants 6 - 10 and Roe Defendants XI - XX]
11

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

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

16 113. TKNR transferred all of it's assets to Doe Defendants 6 - 10 and Roe
17 Defendants XI - XX

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

19 (b) Without receiving a reasonably equivalent value in exchange for the
20 transfer or obligation, and TKNR:
21

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

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

28 114. Due to the actions of TKNR described above, Plaintiff seeks a declaratory

1 order attaching any judgment against TKNR to Doe Defendants 6 - 10
2 and/or Roe Defendants XI - XX.

3
4 ELEVENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

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

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

10 116. Investpro Investments I LLC dissolved and transferred all of its assets to
11 Doe Defendants 11 - 15 and/or Roe Defendants XXI - XXX

12 117. Investpro Investments I LLC transferred all of it's assets to Doe Defendants
13 11-15 and Roe Defendants XXI -XXX

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

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

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

20 (2) Intended to incur, or believed or reasonably should have believed
21 that INVESTPRO INVESTMENTS I LLC would incur, debts beyond
22 its ability to pay as they became due.
23

24 118. Due to the actions of INVESTPRO INVESTMENTS I LLC described above,
25 Plaintiff seeks a declaratory order attaching any judgment against
26 INVESTPRO INVESTMENTS I LLC to Doe Defendants 11-15 and/or Roe
27 Defendants XXI - XXX.
28

1 TWELVETH CAUSE OF ACTION : CIVIL CONSPIRACY

2 [As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR,
3 INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC]
4

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

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

10 121. The concerted action engaged in by all, or some combination of, Defendants
11 MAN CHAU CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO
12 INVESTMENTS I LLC and INVESTPRO MANAGER LLC was intended to
13 accomplish an unlawful objective for the purpose of harming another.

14 122. Plaintiff was damaged by the act or acts of Defendants MAN CHAU
15 CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO INVESTMENTS I LLC
16 and INVESTPRO MANAGER LLC and Plaintiff has suffered and will suffer
17 general and consequential damages in excess of ten thousand dollars
18 (\$15,000), exclusive of costs and interest, in an amount to be determined
19 according to proof adduced at trial.

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

24
25 THIRTEENTH CAUSE OF ACTION - BREACH OF CONTRACT

26 [As to Defendant Investpro]
27

28 124. Plaintiff realleges and incorporates herein all of the allegations previously

- 1 made in all previous paragraphs as though fully set forth herein.
- 2 125. At all relevant times Investpro was the real estate broker for the purchase
3 and sale of the Subject Property.
- 4 126. By written contract, Investpro represented both the buyer and the seller in
5 the transaction.
- 6 127. Pursuant to NRS 645.252(1)(a) Investpro was required to disclose to
7 Plaintiff "Any material and relevant facts, data or information which the
8 licensee knows, or which by the exercise of reasonable care and diligence
9 should have known, relating to the property which is the subject of the
10 transaction."
- 11 128. Investpro breached it's contractual duties as it failed to disclose material
12 and relevant facts, data or information which Investpro knew, or which by
13 the exercise of reasonable care and diligence should have known, relating
14 to the Subject Property.
- 15 129. Plaintiff was damaged by the act or acts of Investpro and Plaintiff has
16 suffered and will suffer general and consequential damages in excess of ten
17 thousand dollars (\$15,000), exclusive of costs and interest, in an amount to
18 be determined according to proof adduced at trial.
- 19 130. Plaintiff has further been required to retain the services of an attorney to
20 prosecute this action on its behalf, and as such are entitled to attorney's
21 fees and costs incurred in prosecuting this matter.
- 22

23 FOURTEENTH CAUSE OF ACTION - BREACH OF IMPLIED COVENANT OF
24 GOOD FAITH AND FAIR DEALING

25 [As to Defendant Investpro]

26

27

- 28 131. Plaintiff incorporates all previous paragraphs as though fully set forth

1 herein.

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

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

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

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

14
15 FIFTEENTH CAUSE OF ACTION : ABUSE OF PROCESS

16 [As to all Defendants]

17
18
19 136. Plaintiff incorporates all previous paragraphs as though fully set forth
20 herein.

21 137. Following service of the initial Complaint, Defendants willfully embarked on
22 a pattern and strategy of deception and delay with an ulterior purpose other
23 than resolving this legal dispute and used the legal process to implement
24 this strategy, all of which is not proper in the regular conduct of this legal
25 proceeding, with specific examples being set forth below.

- 26 a. Stating in their Answer filed March 19, 2019 that they "are without
27 knowledge or information sufficient to form a belief as to the truth of
28 the allegation" that the assets distributed by Investpro Investments I

1 LLC as part of it's dissolution in January, 2019 [after the Complaint
2 was served] were all of Investpro Investments I LLC's assets.
3 Defendants, including state in their Amended Answer filed _____,
4 2020 the same baseless statement about lack of knowledge or
5 information about Investpro Investments I LLC. In fact, their
6 Amended Answer filed _____ doesn't even have an answer filed by
7 Investpro Investments I LLC.

- 8 b. Failing to provide ANY disclosure or discovery for Investpro
9 Investments I LLC
- 10 c. Failing to provide ANY disclosure or discovery for INVESTPRO
11 MANAGER LLC.
- 12 d. Filing a frivolous Motion for Summary Judgment on January 7, 2019
13 before discovery had even commenced.
- 14 e. Filing a Counterclaim for Abuse of Process over twenty months after
15 the Amended Complaint.
- 16 f. Filing a Third-Party Complaint against a mechanical The Air Team,
17 LLC d/b/a the Air Team Heating and Cooling, a Nevada Limited
18 Liability Company over 23 months after attaching the invoice to their
19 frivolous Motion for Summary Judgment filed on January 7, 2019.
- 20 g. Filing a Motion to Enlarge Discovery Deadlines on October 15, 2020,
21 fifteen days before the close of discovery, when discovery deadlines
22 had already been extended on May 28, 2020 due to the corona virus
23 situation. Defendants' Motion to Enlarge Discovery Deadlines on
24 October 15, 2020 was filed without a meet and confer conference in
25 violation of EDCR 2.34(d), was filed later than 21 days before the
26 discovery cut-off date in violation of EDCR 2.35(a), and was filed
27 directly to the District Court Judge instead of "to the Discovery
28 Commissioner in strict accordance with EDCR 2.35" as required by

the trial order filed June 26, 2020

- h. Failing to disclose a rebuttal expert within the deadline.
 - i. Repeatedly falsely stating, while knowing of the falsity, that Plaintiff did not inspect the Subject Property, knowing that Plaintiff had inspected the Subject Property and had made demands for repairs.
 - j. Asserting that the opinion of Plaintiff's expert witness, Amin Sani, create a basis for Abuse of Process when Mr. Sani was (1) timely disclosed as Plaintiff's expert witness in compliance with all legal rules and procedures and (2) is solely expressing an honest opinion with his scope of expertise.
 - k. Defendants have failed to disclose insurance coverage, as required by NRCP 16.1(a)(1)(D).
 - l Defendants abuse of the legal system is ongoing and because of the ongoing nature of Defendants' action, Plaintiff have will seek leave to amend the complaint to add any additional actions taken by Defendants after they occur.
138. Defendants engaged in the above identified actions within this wsuit for (1) an ulterior purpose other than resolving a legal dispute, and (2) a willful act in the use of the legal process not proper in the regular conduct of the proceeding. Posadas v. City of Reno, 109 Nev. 448, 452, 851 P.2d 438, 441 42 (1993).
139. The delay tactics, repeated knowing false statements, and questionable discovery tactics by Defendants is abuse of process.
140. The use of false, misleading statements about Plaintiff's "expert" is abuse of process.
141. Stating that "suing the Property Manager / Broker agents despite the clear language in the RPA related to both liability and limitation of damages is abuse of process" when (1) the allegations against Defendants have

1 ALREADY been the subject of Defendants' Motion for Summary Judgment,
2 which was denied and (2) the allegations against the Property Manager /
3 Broker have been clearly set forth is abuse of process.

4 142. Additional areas of abuse of process have not been yet obtained byway of
5 discovery and, additionally, are ongoing. When additional information of
6 evidence of Defendants' abuse of process is obtained, Defendants will
7 disclose such information accordingly.

8 143. In order to prosecute this action, Plaintiff had to retain attorneys to represent
9 it, and it is entitled to fair and reasonable attorneys' fees associated with
10 protecting its rights.costs incurred as foreseeable damages arising from
11 tortious conduct of abuse of process; as such, these fees are considered
12 special damages and must be pleaded as special damages pursuant to
13 Nevada Rule of Civil Procedure 9(g). International Indus. v. United Mtg. Co.,
14 96 Nev. 150, 606 P.2d 163 (1980) (failure to plead damages precluded
15 recovery); City of Las Vegas v. Cragin Industries, 86 Nev. 933, 478 P.2d
16 585 (1970) (fees not properly pleaded in the complaint); Brown v. Jones, 5
17 Nev. 374 (1870) (complaint must allege with distinctness fees resulting only
18 from dissolution of injunction). Plaintiff specially pleads for attorneys' fees to
19 meet the requirements set forth by the Nevada Supreme Court. Young v.
20 Nevada Title Co., 103 Nev. 436, 438, 744 P.2d 902, 903 (1987). The
21 attorneys' fees are the natural and proximate consequence of the injurious
22 conduct specified herein. Peterson v. Wiesner, 62 Nev. 184, 146 P.2d 789
23 (1944) (failure to distinguish fees incurred in wrongful attachment action
24 from fees incurred in collateral criminal case resulted in denial of fees as
25 damages). It has been necessary for Plaintiff to retain the services of an
26 attorney to prosecute this action, and Plaintiff should therefore be entitled to
27 an award of reasonable attorney's fees and costs.
28

1 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 2
3 1. As to Defendant TKNR, Wong and INVESTPRO MANAGER LLC, pursuant
4 to NRS 113.150, judgment jointly and severally for treble the amount
5 necessary to repair or replace the defective part of the Subject Property,
6 which amount is in excess of Fifteen Thousand Dollars (\$15,000), plus court
7 costs and reasonable attorney's fees;
- 8 2. As to Defendants Investpro, Nickrandt and Chen, judgment jointly and
9 severally for compensatory damages in an amount in excess of Fifteen
10 Thousand Dollars (\$ 15,000.00) plus for exemplary and/or punitive damages
11 in the amount of three times the compensatory damages awarded; and
- 12 3. As to Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong
13 and Lin, judgment jointly and severally for compensatory damages in an
14 amount in excess of Fifteen Thousand Dollars (\$ 15,000.00) plus for
15 exemplary and/or punitive damages in the amount of three times the
16 compensatory damages awarded; and
- 17 4. As to Defendants Lin, Cheng, INVESTPRO MANAGER LLC and
18 INVESTPRO INVESTMENTS I LLC, pursuant to NRS 204.470, judgment
19 jointly and severally for treble Plaintiff's actual damages, which amount is in
20 excess of Fifteen Thousand Dollars (\$15,000), plus attorney's fees in the
21 trial and appellate courts and costs of investigation and litigation reasonably
22 incurred; and
- 23 5. As to Defendant Chen, pursuant to NRS 645.257(1) judgment for Plaintiff's
24 actual damages, which amount is in excess of Fifteen Thousand Dollars
25 (\$15,000); and
- 26 6. As to Defendant Lin, pursuant to NRS 645.257(1) judgment for Plaintiff's
27 actual damages, which amount is in excess of Fifteen Thousand Dollars
28 (\$15,000); and

- 1 7. As to Defendant Investpro, pursuant to NRS 645.257(1) judgment for
2 Plaintiff's actual damages, which amount is in excess of Fifteen Thousand
3 Dollars (\$15,000); and
- 4 8. As to Defendant Nickrandt, pursuant to NRS 645.257(1) judgment for
5 Plaintiff's actual damages, which amount is in excess of Fifteen Thousand
6 Dollars (\$15,000); and
- 7 9. As to Defendants Investpro, Zhang, and Nickrandt, judgment jointly and
8 severally Plaintiff's actual damages, which amount is in excess of Fifteen
9 Thousand Dollars (\$15,000); and
- 10 10. For a declaratory order attaching any judgment against TKNR to Doe
11 Defendants 6 - 10 and/or Roe Defendants XI - XX; and
- 12 11. For a declaratory order attaching any judgment against INVESTPRO
13 INVESTMENTS I LLC to Doe Defendants 11-15 and/or Roe Defendants XXI
14 - XXX; and
- 15 12. As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR,
16 INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC,
17 judgment jointly and severally for Plaintiff's actual damages, which amount
18 is in excess of Fifteen Thousand Dollars (\$15,000) plus for exemplary
19 and/or punitive damages in the amount of three times the compensatory
20 damages awarded; and
- 21 13. As to Defendant Investpro, judgment for Plaintiff's actual damages, which
22 amount is in excess of Fifteen Thousand Dollars (\$15,000); and
- 23 14. As to all Defendants, judgment jointly and severally, for it's attorney fees
24 and court costs due to Defendants' abuse of process, which amount is in
25 excess of Fifteen Thousand Dollars (\$15,000) plus for exemplary and/or
26 punitive damages in the amount of three times the compensatory damages
27 awarded; and
28

1 15. For such other and further relief as the Court may deem just and proper

2

3 /s/ Benjamin B. Childs

4 BENJAMIN B. CHILDS, ESQ.

5 Nevada Bar No. 3946

6 Attorney for Plaintiff

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1 **CSERV**

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

5
6 **W L A B Investment LLC,**
7 **Plaintiff(s)**

CASE NO: A-18-785917-C

8 **vs.**

DEPT. NO. Department 14

9 **TKNR Inc, Defendant(s)**

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

16 **Service Date: 11/23/2020**

17 **Katherine MacElwain**

kmacelwain@nevadafirm.com

18 **Michael Matthis**

matthis@mblnv.com

19 **John Savage**

jsavage@nevadafirm.com

20 **BENJAMIN CHILDS**

ben@benchilds.com

21 **Nikita Burdick**

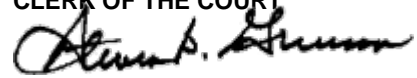
nburdick@burdicklawnv.com

22 **Michael Lee**

mike@mblnv.com

23 **Bradley Marx**

brad@marxfirm.com



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Attorney for Plaintiff/Counterdefendant

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

Defendants/Counterclaimants

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

SECOND
AMENDED
COMPLAINT

AND RELATED ACTIONS

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

///

1 PLAINTIFF'S ALLEGATIONS OF FACT

2 A. IDENTITY OF DEFENDANTS

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

relevant, Lin was also Chief Executive Officer of INVESTPRO INVESTMENT LLC and INVESTPRO MANAGER LLC. Lin is also founding chairman of INVESTPRO MANAGER LLC. Lin is also the Chairman and founder of Investpro.

6. YAN QIU ZHANG is a Nevada resident who, during all time relevant hereto, was a manager and registered agent of Investpro.
7. LIWEI HELEN CHEN aka HELEN CHEN [Chen] is a Nevada resident who, during all time relevant hereto, was a real estate agent employed, associated and/or the agent of Investpro who represented Plaintiff as the buyer of the Subject Property. Chen was the buyer's agent, representing Plaintiff.
8. INVESTPRO INVESTMENTS I LLC was at all relevant times a Nevada Limited Liability Company. INVESTPRO INVESTMENTS I LLC is the Flipping Fund described in below.
9. INVESTPRO MANAGER LLC was at all relevant times a Nevada Limited Liability Company. INVESTPRO MANAGER LLC presented and solicited investors for the Flipping Fund described below. INVESTPRO MANAGER LLC managed Investpro INVESTMENTS I LLC, the Flipping Fund, and also managed the renovation project of the Subject Property prior to the sale of the Subject Property to Plaintiff. INVESTPRO MANAGER LLC used TKNR as a sham owner of the Subject Property while in reality INVESTPRO MANAGER LLC retained control of all decisions regarding the Subject Property.
10. MAN CHAU CHENG is a Nevada resident who, during all time relevant hereto, was a manager of INVESTPRO MANAGER LLC and was a founder of INVESTPRO MANAGER LLC.
11. The true names of Defendants DOES 1 through 5 and ROE CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time.

1 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP
2 10 (a). Plaintiffs are informed and believe, and based on that information
3 and belief allege, that each of the Defendants designated as a DOE or ROE
4 is legally responsible for the events and happenings referred to in this
5 complaint, and/or unlawfully caused the injuries and damages to Plaintiff
6 alleged in this complaint, or who have an interest in the subject property as
7 set forth below. When their true names and capacities of Doe or Roe
8 Defendants are ascertained Plaintiff, if appropriate, will amend his
9 Complaint accordingly to insert the correct name and capacity herein.

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

21 13. The true names of Defendants DOES 11 through 15 and ROE
22 CORPORATIONS XXI - XXX, inclusive, are unknown to Plaintiff at this
23 time. Plaintiff sues those Defendants by such fictitious names pursuant to
24 NRCP 10 (a). Plaintiffs are informed and believe, and based on that
25 information and belief allege, that each of the Defendants designated as a
26 DOE or ROE were the recipients of the assets immediately before, at or
27 following the dissolution of TKNR in violation of NRS CHAPTER 112 -
28 Uniform Fraudulent Transfer Act. When their true names and capacities of

1 Doe or Roe Defendants are ascertained Plaintiff, if appropriate, will amend
2 his Complaint accordingly to insert the correct name and capacity herein

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

5
6 B. TRANSACTIONS RESULTING IN THIS LAWSUIT
7

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

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

17 17. Lin is the manager of a Flipping Fund and also represents himself as the
18 "CEO of Investpro Investment LLC & Investpro Manager LLC". The
19 Flipping Fund is represented in promotional material as follows :
20

21
22 FLIPPING FUND
23 INVESTPRO INVESTMENTS I LLC
24 PRESENT BY INVESTPRO MANAGER LLC
25 KENNY LIN
26 Phone : +1 (702) 726-0000
27 Email : zhong.kenny@gmail.com

- 28
1. TERM : 1-3 YEARS
 2. MINIMUM UNITS: \$50,000 MINIMUM, \$1000 PER UNIT.

3. USE OF FUND: FLIPPING RESIDENTIAL PROPERTIES IN LAS VEGAS.
4. RETURNS: 8 % PREFERRED PER ANNUL PAYS EVERY QUARTER, HEN AFTER ALL MONEY RETURNED TO INVESTORS, THE NET PROCEED SPLIT 75% TO INVESTORS AND 25 % TO MANAGER LLC.
5. WITHDRAW: NO WITHDRAW WITHIN 1ST 12 MONTH , AFTER THAT YOU CAN RESALE YOUR SHARE OR COMPANY WILL BUY IT BACK.

CLOSE OUT DATE: DEC. 31,2015

WHAT'S FLIPPING FUND?

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

18. INVESTPRO INVESTMENTS I LLC is the business entity used by Lin for the Flipping Fund. Lin is the Chief Executive Officer of INVESTPRO INVESTMENTS I LLC.
19. INVESTPRO MANAGER LLC is the business entity used by Lin to present and solicit investors and funds to the Flipping Fund. INVESTPRO MANAGER LLC was also the project manager for renovation of the Subject Property as described below. Lin is the Chief Executive Officer of INVESTPRO MANAGER LLC.
20. Prior to the sale of the Subject Property, INVESTPRO MANAGER LLC performed as a general contractor without being licensed as a general contractor in that INVESTPRO MANAGER LLC identified scope of renovation, demolition, and construction work, managed the renovation, demolition, and construction work on the Subject Property from soliciting

- 1 subcontractors bids, evaluating bids from subcontractor, awarding contracts
2 to subcontractors, monitoring subcontractor work and paying
3 subcontractors, handypersons and unlicensed workers. INVESTPRO
4 MANAGER LLC contracted for extensive renovation, demolition, and
5 construction work on the Subject Property.
- 6 21. INVESTPRO MANAGER LLC was the project manager for the renovation
7 of the Subject Property.
- 8 22. Investpro was also the real estate broker in the sale, representing both the
9 buyer [WLAB] and the seller [TKNR].
- 10 23. TKNR and it's agent Investpro marketed and listed for sale.
- 11 24. Seller's Real Property Disclosure Form was prepared, presented and
12 initialed by Lin on or about August 7, 2017.
- 13 25. TKNR failed to disclose one or more known condition(s) that materially
14 affect(s) the value or use of the Subject Property in an adverse manner, as
15 required by NRS Chapter 113, in a particular NRS 113.130.
- 16 26. TKNR and it's agent Investpro marketed and listed the Subject Property
17 for sale.
- 18 27. Factual statements from the August 7, 2017 Seller Real Property Disclosure
19 Form (SRPDF) are set forth in Paragraph 31 and the subsections thereof
20 state whe the disclosures were either inadequate or false. The SRPDF
21 states that it was prepared, presented and initialed by Kenny Lin.
- 22 28. All work on the Subject Property which is complained of herein was
23 performed at the direction of INVESTPRO MANAGER LLC and Investpro,
24 as TKNR's agent. Further, all work on the Subject Property which is
25 complained of herein occurred within two years prior to the sale to Plaintiff
26 and while the Subject Property was under TKNR's ownership and
27 INVESTPRO MANAGER, LLC's control.
- 28 29. Since the Subject Property is a residential rental apartment, to protect

1 tenants and consumers, the applicable local building code requires all
2 renovation, demolition, and construction work must be done by licensed
3 contractors with permits and inspections to ensure compliance with the
4 Uniform Building Code [UBC].

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

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

- 12
- 13 a. SRPDF stated that Electrical System had no problems or defects.
14 The fact is that many new electric lines were added and many old
15 electric lines were removed by Investpro Manager LLC . The swamp
16 coolers that were removed were supplied by 110 volt power supply
17 lines. Investpro Manager LLC first added one 220v power supply line
18 for one new 5 ton heat pump package unit on one roof top area for
19 the whole building for Unit A. Unit B and Unit C.
20 Investro Manager, LLC then removed the one year old 5 ton heat
21 pump packaged unit from the roof top with power supply lines and
22 added two new 220v power supply lines for two new 2 ton heart pump
23 package units, one each for Unit B and Unit C.
24 Inestpro Manager, LLC then added one new 110 volt power supply
25 line for two window cooling units for Unit A. The electrical system
26 load for Unit A was increased due to the installation of two new
27 cooling units and required 100 amp service, but the electrical service
28 was not upgraded to 100 amp service from the existing 50 amp

1 service. Failure to upgrade the electrical service caused the fuses to
2 be blown out multiple times during the cooling seasons of 2018. The
3 tenants in Unit A could not use air conditioning units in cooling
4 seasons of 2018, causing Unit A to be uninhabitable until the Unit A
5 electrical supply panel was upgraded to 100 amp service.

6 All the electrical supply line addition and removal work were
7 performed without code required electrical load calculation, permits
8 and inspections. To save money, minimize flipping cost, minimize
9 flipping time, maximize flipping fund profits, Investpro Manager LLC
10 used unlicensed and unskilled workers to do the electrical work and
11 used low quality materials used inadequate electrical supply lines.
12 Further, to save money, minimize flipping cost, minimize flipping time,
13 maximize flipping fund profits, Investpro Manager LLC used
14 unskilled workers who did not know the UBC requirements to do the
15 electrical work. This substandard work may lead electrical lines to
16 overheat and cause fires in the attic when tenant electrical load is
17 high.

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

- 24
25 b. SRPDF stated that Plumbing System had no problems or defects.
26 The fact is that that within two years prior to the sale to Plaintiff,
27 Investpro Manager LLC removed and plugged swamp cooler water
28 supply lines without UBC required permits and inspections. To save

1 money, minimize flipping cost, minimize flipping time, and maximize
2 flipping fund profits, Investpro Manager LLC used unlicensed and
3 unskilled workers who just plugged high pressure water supply lines
4 at rooftop instead of at ground level and who did not remove the water
5 supply lines on top of the roof, inside the attic and behind the drywall.
6 In cold winter, the high pressure water line which was left inside the
7 building may freeze and break the copper line and lead flooding in the
8 whole building.

9 Further, to save money, minimize flipping cost, minimize flipping time,
10 and maximize flipping fund profits, Investpro Manager LLC used
11 unlicensed and unskilled workers to remove and plug natural gas
12 lines for the natural gas wall furnaces without UBC required permits
13 and inspections.

14 Further, to save money, minimize flipping cost, minimize flipping time,
15 and maximize flipping fund profits, Investpro Manager LLC used
16 unlicensed and unskilled workers with little knowledge of natural gas
17 pipe connection requirements. The unlicensed and unskilled workers
18 used the wrong sealing materials and these sealing materials may
19 degrade and lead to natural gas leaks and accumulation inside the
20 drywall and the attic which may cause an explosion or fire.

21 Further, to save money, minimize flipping cost, minimize flipping time,
22 and maximize flipping fund profits, Investpro Manager LLC used
23 unlicensed and unskilled workers to completely renovate all three
24 bathrooms in the Subject Property without UBC required permits and
25 inspections. Some faucets and connections behind tile walls and
26 drywall leak and are causing moisture conditions behind tile walls and
27 drywalls.
28

1 c. SRPDF stated that Sewer System and line had no problems or
2 defects.

3 The subject property was built in 1954. Clay pipes were used at that
4 time for sewer lines. Before the sale, within few days after tenants
5 moved into apartment Unit B, they experienced clogged sewer line
6 which caused the bathrooms to be flooded. The tenants called
7 Investpro to ask them to fix the clogged pipes and address the
8 flooding issues. After this report, Investpro asked tenants to pay to
9 hire plumber to snake the sewer line. After tenants threatened to call
10 the Las Vegas code enforcement office, to save money, minimize
11 flipping cost, minimize flipping time, and maximize flipping fund
12 profits, Investpro used unlicensed and unskilled workers to snake the
13 clay sewer pipes. Licensed contractors must be hired to snake sewer
14 pipes as code required. This approach to clearing the clog may
15 break the clay sewer pipes and cause future tree root grown into
16 sewer lines and clogs in sewer lines.

17
18 d. SRPDF stated that Heating System had problems or defects.

19 No full explanation was provided, as required. Investro Manager, LLC
20 disabled natural gas heating system without UBC required permits
21 and inspections. To save money, minimize flipping cost, minimize
22 flipping time, and maximize flipping fund profits, Investpro Manager
23 LLC used unlicensed and unskilled workers with little knowledge
24 about natural gas pipe connection requirements. They used the
25 wrong sealing materials and these sealing materials may degrade and
26 lead to a natural gas leak inside the drywall and the attic and may
27 cause an explosion or fire.

28 Further, Investpro Manager LLC installed two electrical heat pump

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

- 5
- 6 e. SRPDF stated that the Cooling System had problems or defects
7 No full explanation was provided, as required. Investro Manager, LLC
8 removed old swamp cooler systems without UBC required permits and
9 inspections. To save money, minimize flipping cost, minimize flipping
10 time, and maximize flipping fund profits, Investpro used unlicensed
11 and unskilled workers to disconnect water supply lines, cover swamp
12 cooler ducting holes, and disconnect 110V electrical supply lines.
13 Further, as early as March of 2016, Investro Manager, LLC hired Air
14 Supply Cooling to install one five ton new heat pump package unit
15 with new rooftop ducting systems on one roof area to supply cooling
16 and heating air to the whole building consisting of Unit A, Unit B and
17 Unit C without UBC required weight load and wind load calculations,
18 permits and inspections. The five ton heat pumps package unit was
19 too big, too heavy and had control problems. To save money,
20 minimize flipping cost, minimize flipping time, and maximize flipping
21 fund profits, Investpro Manager LLC also used unlicensed and
22 unskilled workers to remove the one year old five ton heat pump
23 package unit with ducting system without UBC required permits and
24 inspections. All of this work was done without UBC required
25 structural calculation, permits and inspections.
26 Further, in early June, 2017, Investro Manager, LLC hired The AIR
27 TEAM to install two new two ton heat pump package units, one each
28 for Unit B and Unit C. Invespro Manager, LLC also used unlicensed

1 and unskilled workers to install two window cooling units in Unit A's
2 exterior walls. All of the above work was done without UBC required
3 permits and inspections.

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

15
16 f. SRPDF stated that Smoker detector had no problems or defects
17 During Plaintiff's inspection at August 10, 2017 afternoon, some
18 smoke detectors were missing.

19
20 g. SRPDF stated that no Previous or current moisture conditions and or
21 water damage.

22 To save money, minimize flipping cost, minimize flipping time, and
23 maximize flipping fund profits, Investro Manager, LLC used
24 unlicensed and unskilled workers to vent high moisture bathroom fan
25 exhaust and washer/dryer combination unit exhaust into the ceiling
26 attic area instead of venting outside the building roof without UBC
27 required permits and inspections. The improper ventings caused high
28 moisture conditions in ceiling attic and water damages in ceiling and

1 attic. The high moisture conditions in the ceiling attic destroyed ceiling
2 attic insulations, damaged the roof decking, damaged roof trusses
3 and damaged roof structure supports.

4 To saving money, minimize flipping cost, minimize flipping time, and
5 maximize flipping fund profits, Investpro Manager LLC used
6 unlicensed and unskilled workers to complete renovation to all three
7 bathrooms without UBC required permits and inspections. Some
8 faucets and connections behind tile walls and drywall leaks and
9 caused moisture conditions behind tile walls and drywalls.

10
11 h. SRPDF stated that there was no structure defect.

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

26 Further, to save money, minimize flipping cost, minimize flipping time,
27 and maximize flipping fund profits, Investpro Manager LLC used
28 unlicensed and unskilled workers to open two new window holes on

1 exterior walls for two window cooling units in Unit A without UBC
2 required structure calculation, permits and inspections. This work
3 damaged the building structure.

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

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

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

- 13
14 i. SRPDF marked Yes and NO for construction, modification,
15 alterations or repairs made without required state, city or county
16 building permits.

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

- 22
23 j. SRPDF stated that there were not any problems with the roof.

24 The roof of the Subject Property was damaged by changing roof top
25 HVAC units and ducting systems multiple times from October, 2015
26 to June, 2017. Investpro Manager LLC removed the existing swamp
27 coolers from roof top and covered the swamp coolers ducting holes.
28 Investpro Manager LLC added a five ton heat pump package unit with

1 a new ducting system on one roof top area in March, 2016.

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

11
12 k. SRPDF stated that no there were not any fungus or mold problems.
13 To save money, minimize flipping cost, minimize flipping time, and
14 maximize flipping fund profits, Investpro Manager LLC vented the
15 bathroom high moisture fans and the washer/dryer combination unit
16 exhaust vents into the ceiling and attic without venting outside of the
17 roof. All of this renovation, demolition, and construction work was
18 done without UBC required permits and inspections and this damaged
19 the building structure. After the purchase of the Subject Property,
20 Plaintiff discovered black color fungus mold was found inside ceiling
21 and attic.

22
23 l. SRPDF stated that there were not any other conditions or aspects of
24 the property which materially affect its value or use in an adverse
25 manner.

26 i. Problems with flooring.

27 To save money, minimize flipping cost, minimize flipping time,
28 and maximize flipping fund profits, Investpro Manager LLC

1 used unlicensed and unskilled workers to lay low quality cheap
2 ceramic tiles on the loose sandy ground rather than on a
3 strong, smooth, concrete floor base. Within few months after
4 tenants moving into the Subject Property, mass quantities of
5 floor ceramic tiles cracked and the floor buckled. These
6 cracked ceramic tiles may cut tenants' toes and create a trip
7 and fall hazard. These are code violations had to be repaired
8 before the units could be rented to tenants. The plaintiff has to
9 spend lot money to replace all ceramic tile floor in Unit C with
10 vinyl tile floor.

11 ii. Problems with the land/foundation.

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

18 iii. Problems with closet doors.

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

- 24
25 32. Plaintiff discovered the multiple defects and false or inaccurate statements,
26 as set forth above, after purchasing the property on December 15, 2017,.
27 33. After selling the property to Plaintiff, TKNR filed a dissolution with the State
28 of California in September, 2018 and it is unknown at this time to whom

TKNR disbursed its assets in the dissolution.

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

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

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

FIRST CAUSE OF ACTION - RECOVERY UNDER NRS CHAPTER 113
[Defendants TKNR, Wong, and INVESTPRO MANAGER LLC]

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

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

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

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

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

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

8
9 SECOND CAUSE OF ACTION - CONSTRUCTIVE FRAUD

10 [Defendants Investpro, Nickrandt and Chen]
11

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

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

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

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

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

25 47. It has been necessary for Plaintiff to retain the services of an attorney and to
26 incur other court costs to prosecute this action. Defendants Investpro,
27 Nickrandt and Chen should be required to pay attorneys' fees and costs
28

1 incurred by Plaintiff in this action.

2
3 THIRD CAUSE OF ACTION - COMMON LAW FRAUD

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

5
6 48. Plaintiff realleges and incorporates herein all of the allegations previously
7 made in all previous paragraphs as though fully set forth herein.

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

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

14 51. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin
15 intended to defraud Plaintiff.

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

19 53. Due to the the misrepresentations of material fact regarding the subject
20 property made by Defendants Investpro, INVESTPRO MANAGER LLC,
21 TKNR, Wong and Lin set forth above prior to the sale to Plaintiff, Plaintiff
22 has been damaged in an amount in excess of Fifteen Thousand Dollars
23 (\$15,000.00), which amount will be set forth and proven at the time of trial.

24 54. It has been necessary for Plaintiff to retain the services of an attorney and to
25 incur other court costs to prosecute this action. Defendants Investpro,
26 INVESTPRO MANAGER LLC, TKNR, Wong and Lin should be required to
27 pay attorneys' fees and costs incurred by Plaintiff in this action.
28

1 FOURTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

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

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

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

9 58. Defendant Wong is the alter ego of TKNR.

10 59. Defendants' actions constitute Fraudulent Inducement because :

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

12 (2) Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO
13 MANAGER LLC, and Lin had knowledge or belief that, as set forth above,
14 the representations were false or they had knowledge that they had
15 insufficient basis for making the representation;

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

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

21 (5) Plaintiff suffered damages resulting from such reliance.
22

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

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

28 Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO

MANAGER LLC, and Lin as set forth above prior to the sale to Plaintiff, Plaintiff has been damaged in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), which amount will be set forth and proven at the time of trial.

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

FIFTH CAUSE OF ACTION : FRAUDULENT CONCEALMENT

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

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

65. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin concealed or suppressed material facts as set forth above.

66. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin were under a duty to disclose the concealed facts.

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

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

69. Due to the concealment of material facts regarding the Subject Property made by

Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin as set forth above prior to the sale to Plaintiff, Plaintiff has been

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

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

7
8 SIXTH CAUSE OF ACTION - BREACH OF FIDUCIARY DUTY

9 [Defendants Investpro and Nickrandt and Chen]
10

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

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

15 73. Defendants Investpro and Nickrandt and Chen breached duties owed as a
16 fiduciary because Defendants Investpro and Nickrandt and Chen failed to
17 meet their duties owed to the Plaintiff, including without limitation, a duty to
18 conduct their obligations in a reasonable and customary manner consistent
19 with local standards, a duty to honestly inform the Plaintiff of the status and
20 facts of the purchases and sales, and a duty to meet their obligations as
21 agreed to in acting as a real estate agent and/or broker.

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

27 75. Plaintiff has further been required to retain the services of an attorney to
28

1 prosecute this action on its behalf, and as such are entitled to attorney's
2 fees and costs incurred in prosecuting this matter.

3
4 ///

5 SEVENTH CAUSE OF ACTION - RICO

6 [Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
7 INVESTMENTS I LLC]
8

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

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

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

24 79. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
25 INVESTMENTS I LLC used the proceeds of the above described activity to
26 purchase assets including, but not limited to, membership interest in TKNR.

27 80. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
28

INVESTMENTS I LLC used the proceeds of the above described activity to pay Flipping Fund investors a promised 23.69% compound rate.

81. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO INVESTMENTS I LLC used the proceeds of the above described activity to generate sales commissions for Investpro.

82. As a direct and proximate result of the actions of Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO INVESTMENTS I LLC, Plaintiff has suffered and will suffer general and consequential damages in excess of ten thousand dollars (\$15,000), exclusive of costs and interest, in an amount to be determined according to proof adduced at trial.

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

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

[Defendant Chen, Lin, Investpro and Nickrandt]

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

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

86. Investpro represented both the buyer and the seller in the transaction.

87. At all relevant times Chen was the employee or agent of Investpro.

88. At all relevant times Lin was the employee or agent of Investpro.

89. At all relevant times Nickrandt was the licensee of Investpro.

90. NRS 645.252(1)(a) imposes a duty on a "licensee acting as agent in real estate transaction" to disclose to Plaintiff "Any material and relevant facts,

1 data or information which the licensee knows, or which by the exercise of
2 reasonable care and diligence should have known, relating to the property
3 which is the subject of the transaction.”

4 91. The facts of the renovation project on the Subject Property set forth in
5 Paragraph 31 were material and relevant facts, data or information which
6 Chen knew, or which by the exercise of reasonable care and diligence
7 should have known.

8 92. Chen had an obligation under NRS 645.252(1)(a) to disclose the material
9 facts of the renovation project on the Subject Property as set forth in
10 Paragraph 31.

11 93. The facts of the renovation project on the Subject Property set forth in
12 Paragraph 31 were material and relevant facts, data or information which
13 Lin knew, or which by the exercise of reasonable care and diligence should
14 have known.

15 94. Lin had an obligation under NRS 645.252(1)(a) to disclose the material facts
16 of the renovation project on the Subject Property as set forth in Paragraph
17 31.

18 95. The facts of the renovation project on the Subject Property set forth in
19 Paragraph 31 were material and relevant facts, data or information which
20 Nickrandt knew, or which by the exercise of reasonable care and diligence
21 should have known.

22 96. Nickrandt had an obligation under NRS 645.252(1)(a) to disclose the
23 material facts of the renovation project on the Subject Property as set forth
24 in Paragraph 31.

25 97. Chen did not disclose the material facts of the renovation project on the
26 Subject Property as set forth in Paragraph 31 to Plaintiff.

27 98. Lin did not disclose the material facts of the renovation project on the
28 Subject Property as set forth in Paragraph 31 to Plaintiff.

1 99. Nickrandt did not disclose the material facts of the renovation project on the
2 Subject Property as set forth in Paragraph 31 to Plaintiff.

3 100. Plaintiff seeks judgment for actual damages against Chen pursuant to NRS
4 645.257(1).

5 101. Plaintiff seeks judgment for actual damages against Lin pursuant to NRS
6 645.257(1).

7 102. Plaintiff seeks judgment for actual damages against Nickrandt pursuant to
8 NRS 645.257(1).

9
10 NINTH CAUSE OF ACTION - FAILURE TO SUPERVISE, INADEQUATE
11 TRAINING AND EDUCATION

12 [Defendant Investpro, Zhang, and Nickrandt]

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

16
17 104. At all relevant times Lin and Chen were the employees or agents of
18 Investpro.

19 Nickrandt is the licensee of Investpro and Zhang is a manager of Investpro.

20 105. Investpro, Zhang, and Nickrandt failed to supervise their employees or
21 agents, Lin and Chen.

22 106. Investpro, Zhang, and Nickrandt failed to adequately train their employees
23 or agents, Lin and Chen to ensure that they complied with the law.

24 107. Investpro, Zhang, and Nickrandt failed to adequately educate their
25 employees or agents, Lin and Chen to ensure that they complied with the
26 law.

27 108. As a direct and proximate result of the actions of Defendants Investpro,
28 Zhang, and Nickrandt failure to supervise, adequately train or adequately

1 educate their employees or agents, Lin and Chen Plaintiff has suffered and
2 will suffer general and consequential damages in excess of ten thousand
3 dollars (\$15,000), exclusive of costs and interest, in an amount to be
4 determined according to proof adduced at trial.

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

8
9 TENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

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

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

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

16 113. TKNR transferred all of it's assets to Doe Defendants 6 - 10 and Roe
17 Defendants XI - XX

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

19 (b) Without receiving a reasonably equivalent value in exchange for the
20 transfer or obligation, and TKNR:

21
22 (1) Was engaged or was about to engage in a business or a
23 transaction for which the remaining assets of the debtor were
24 unreasonably small in relation to the business or transaction; or

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

28 114. Due to the actions of TKNR described above, Plaintiff seeks a declaratory

1 order attaching any judgment against TKNR to Doe Defendants 6 - 10
2 and/or Roe Defendants XI - XX.

3
4 ELEVENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

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

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

10 116. Investpro Investments I LLC dissolved and transferred all of its assets to
11 Doe Defendants 11 - 15 and/or Roe Defendants XXI - XXX

12 117. Investpro Investments I LLC transferred all of it's assets to Doe Defendants
13 11-15 and Roe Defendants XXI -XXX

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

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

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

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

23
24 118. Due to the actions of INVESTPRO INVESTMENTS I LLC described above,
25 Plaintiff seeks a declaratory order attaching any judgment against
26 INVESTPRO INVESTMENTS I LLC to Doe Defendants 11-15 and/or Roe
27 Defendants XXI - XXX.
28

1 TWELVETH CAUSE OF ACTION : CIVIL CONSPIRACY

2 [As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR,
3 INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC]
4

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

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

10 121. The concerted action engaged in by all, or some combination of, Defendants
11 MAN CHAU CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO
12 INVESTMENTS I LLC and INVESTPRO MANAGER LLC was intended to
13 accomplish an unlawful objective for the purpose of harming another.

14 122. Plaintiff was damaged by the act or acts of Defendants MAN CHAU
15 CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO INVESTMENTS I LLC
16 and INVESTPRO MANAGER LLC and Plaintiff has suffered and will suffer
17 general and consequential damages in excess of ten thousand dollars
18 (\$15,000), exclusive of costs and interest, in an amount to be determined
19 according to proof adduced at trial.

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

24
25 THIRTEENTH CAUSE OF ACTION - BREACH OF CONTRACT

26 [As to Defendant Investpro]
27

28 124. Plaintiff realleges and incorporates herein all of the allegations previously

- 1 made in all previous paragraphs as though fully set forth herein.
- 2 125. At all relevant times Investpro was the real estate broker for the purchase
3 and sale of the Subject Property.
- 4 126. By written contract, Investpro represented both the buyer and the seller in
5 the transaction.
- 6 127. Pursuant to NRS 645.252(1)(a) Investpro was required to disclose to
7 Plaintiff "Any material and relevant facts, data or information which the
8 licensee knows, or which by the exercise of reasonable care and diligence
9 should have known, relating to the property which is the subject of the
10 transaction."
- 11 128. Investpro breached it's contractual duties as it failed to disclose material
12 and relevant facts, data or information which Investpro knew, or which by
13 the exercise of reasonable care and diligence should have known, relating
14 to the Subject Property.
- 15 129. Plaintiff was damaged by the act or acts of Investpro and Plaintiff has
16 suffered and will suffer general and consequential damages in excess of ten
17 thousand dollars (\$15,000), exclusive of costs and interest, in an amount to
18 be determined according to proof adduced at trial.
- 19 130. Plaintiff has further been required to retain the services of an attorney to
20 prosecute this action on its behalf, and as such are entitled to attorney's
21 fees and costs incurred in prosecuting this matter.
- 22

23 FOURTEENTH CAUSE OF ACTION - BREACH OF IMPLIED COVENANT OF
24 GOOD FAITH AND FAIR DEALING

25 [As to Defendant Investpro]

26

27

- 28 131. Plaintiff incorporates all previous paragraphs as though fully set forth

1 herein.

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

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

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

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

14
15 FIFTEENTH CAUSE OF ACTION : ABUSE OF PROCESS

16 [As to all Defendants]

17
18
19 136. Plaintiff incorporates all previous paragraphs as though fully set forth
20 herein.

21 137. Following service of the initial Complaint, Defendants willfully embarked on
22 a pattern and strategy of deception and delay with an ulterior purpose other
23 than resolving this legal dispute and used the legal process to implement
24 this strategy, all of which is not proper in the regular conduct of this legal
25 proceeding, with specific examples being set forth below.

- 26 a. Stating in their Answer filed March 19, 2019 that they "are without
27 knowledge or information sufficient to form a belief as to the truth of
28 the allegation" that the assets distributed by Investpro Investments I

1 LLC as part of it's dissolution in January, 2019 [after the Complaint
2 was served] were all of Investpro Investments I LLC's assets.
3 Defendants, including state in their Amended Answer filed _____,
4 2020 the same baseless statement about lack of knowledge or
5 information about Investpro Investments I LLC. In fact, their
6 Amended Answer filed _____ doesn't even have an answer filed by
7 Investpro Investments I LLC.

- 8 b. Failing to provide ANY disclosure or discovery for Investpro
9 Investments I LLC
- 10 c. Failing to provide ANY disclosure or discovery for INVESTPRO
11 MANAGER LLC.
- 12 d. Filing a frivolous Motion for Summary Judgment on January 7, 2019
13 before discovery had even commenced.
- 14 e. Filing a Counterclaim for Abuse of Process over twenty months after
15 the Amended Complaint.
- 16 f. Filing a Third-Party Complaint against a mechanical The Air Team,
17 LLC d/b/a the Air Team Heating and Cooling, a Nevada Limited
18 Liability Company over 23 months after attaching the invoice to their
19 frivolous Motion for Summary Judgment filed on January 7, 2019.
- 20 g. Filing a Motion to Enlarge Discovery Deadlines on October 15, 2020,
21 fifteen days before the close of discovery, when discovery deadlines
22 had already been extended on May 28, 2020 due to the corona virus
23 situation. Defendants' Motion to Enlarge Discovery Deadlines on
24 October 15, 2020 was filed without a meet and confer conference in
25 violation of EDCR 2.34(d), was filed later than 21 days before the
26 discovery cut-off date in violation of EDCR 2.35(a), and was filed
27 directly to the District Court Judge instead of "to the Discovery
28 Commissioner in strict accordance with EDCR 2.35" as required by

the trial order filed June 26, 2020

- h. Failing to disclose a rebuttal expert within the deadline.
- i. Repeatedly falsely stating, while knowing of the falsity, that Plaintiff did not inspect the Subject Property, knowing that Plaintiff had inspected the Subject Property and had made demands for repairs.
- j. Asserting that the opinion of Plaintiff's expert witness, Amin Sani, create a basis for Abuse of Process when Mr. Sani was (1) timely disclosed as Plaintiff's expert witness in compliance with all legal rules and procedures and (2) is solely expressing an honest opinion with his scope of expertise.
- k. Defendants have failed to disclose insurance coverage, as required by NRCP 16.1(a)(1)(D).
- l Defendants abuse of the legal system is ongoing and because of the ongoing nature of Defendants' action, Plaintiff have will seek leave to amend the complaint to add any additional actions taken by Defendants after they occur.

138. Defendants engaged in the above identified actions within this wsuit for (1) an ulterior purpose other than resolving a legal dispute, and (2) a willful act in the use of the legal process not proper in the regular conduct of the proceeding. *Posadas v. City of Reno*, 109 Nev. 448, 452, 851 P.2d 438, 441 42 (1993).

139. The delay tactics, repeated knowing false statements, and questionable discovery tactics by Defendants is abuse of process.

140. The use of false, misleading statements about Plaintiff's "expert" is abuse of process.

141. Stating that "suing the Property Manager / Broker agents despite the clear language in the RPA related to both liability and limitation of damages is abuse of process" when (1) the allegations against Defendants have

1 ALREADY been the subject of Defendants' Motion for Summary Judgment,
2 which was denied and (2) the allegations against the Property Manager /
3 Broker have been clearly set forth is abuse of process.

4 142. Additional areas of abuse of process have not been yet obtained byway of
5 discovery and, additionally, are ongoing. When additional information of
6 evidence of Defendants' abuse of process is obtained, Defendants will
7 disclose such information accordingly.

8 143. In order to prosecute this action, Plaintiff had to retain attorneys to represent
9 it, and it is entitled to fair and reasonable attorneys' fees associated with
10 protecting its rights.costs incurred as foreseeable damages arising from
11 tortious conduct of abuse of process; as such, these fees are considered
12 special damages and must be pleaded as special damages pursuant to
13 Nevada Rule of Civil Procedure 9(g). International Indus. v. United Mtg. Co.,
14 96 Nev. 150, 606 P.2d 163 (1980) (failure to plead damages precluded
15 recovery); City of Las Vegas v. Cragin Industries, 86 Nev. 933, 478 P.2d
16 585 (1970) (fees not properly pleaded in the complaint); Brown v. Jones, 5
17 Nev. 374 (1870) (complaint must allege with distinctness fees resulting only
18 from dissolution of injunction). Plaintiff specially pleads for attorneys' fees to
19 meet the requirements set forth by the Nevada Supreme Court. Young v.
20 Nevada Title Co., 103 Nev. 436, 438, 744 P.2d 902, 903 (1987). The
21 attorneys' fees are the natural and proximate consequence of the injurious
22 conduct specified herein. Peterson v. Wiesner, 62 Nev. 184, 146 P.2d 789
23 (1944) (failure to distinguish fees incurred in wrongful attachment action
24 from fees incurred in collateral criminal case resulted in denial of fees as
25 damages). It has been necessary for Plaintiff to retain the services of an
26 attorney to prosecute this action, and Plaintiff should therefore be entitled to
27 an award of reasonable attorney's fees and costs.
28

1 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 2
3 1. As to Defendant TKNR, Wong and INVESTPRO MANAGER LLC, pursuant
4 to NRS 113.150, judgment jointly and severally for treble the amount
5 necessary to repair or replace the defective part of the Subject Property,
6 which amount is in excess of Fifteen Thousand Dollars (\$15,000), plus court
7 costs and reasonable attorney's fees;
- 8 2. As to Defendants Investpro, Nickrandt and Chen, judgment jointly and
9 severally for compensatory damages in an amount in excess of Fifteen
10 Thousand Dollars (\$ 15,000.00) plus for exemplary and/or punitive damages
11 in the amount of three times the compensatory damages awarded; and
- 12 3. As to Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong
13 and Lin, judgment jointly and severally for compensatory damages in an
14 amount in excess of Fifteen Thousand Dollars (\$ 15,000.00) plus for
15 exemplary and/or punitive damages in the amount of three times the
16 compensatory damages awarded; and
- 17 4. As to Defendants Lin, Cheng, INVESTPRO MANAGER LLC and
18 INVESTPRO INVESTMENTS I LLC, pursuant to NRS 204.470, judgment
19 jointly and severally for treble Plaintiff's actual damages, which amount is in
20 excess of Fifteen Thousand Dollars (\$15,000), plus attorney's fees in the
21 trial and appellate courts and costs of investigation and litigation reasonably
22 incurred; and
- 23 5. As to Defendant Chen, pursuant to NRS 645.257(1) judgment for Plaintiff's
24 actual damages, which amount is in excess of Fifteen Thousand Dollars
25 (\$15,000); and
- 26 6. As to Defendant Lin, pursuant to NRS 645.257(1) judgment for Plaintiff's
27 actual damages, which amount is in excess of Fifteen Thousand Dollars
28 (\$15,000); and

- 1 7. As to Defendant Investpro, pursuant to NRS 645.257(1) judgment for
2 Plaintiff's actual damages, which amount is in excess of Fifteen Thousand
3 Dollars (\$15,000); and
- 4 8. As to Defendant Nickrandt, pursuant to NRS 645.257(1) judgment for
5 Plaintiff's actual damages, which amount is in excess of Fifteen Thousand
6 Dollars (\$15,000); and
- 7 9. As to Defendants Investpro, Zhang, and Nickrandt, judgment jointly and
8 severally Plaintiff's actual damages, which amount is in excess of Fifteen
9 Thousand Dollars (\$15,000); and
- 10 10. For a declaratory order attaching any judgment against TKNR to Doe
11 Defendants 6 - 10 and/or Roe Defendants XI - XX; and
- 12 11. For a declaratory order attaching any judgment against INVESTPRO
13 INVESTMENTS I LLC to Doe Defendants 11-15 and/or Roe Defendants XXI
14 - XXX; and
- 15 12. As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR,
16 INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC,
17 judgment jointly and severally for Plaintiff's actual damages, which amount
18 is in excess of Fifteen Thousand Dollars (\$15,000) plus for exemplary
19 and/or punitive damages in the amount of three times the compensatory
20 damages awarded; and
- 21 13. As to Defendant Investpro, judgment for Plaintiff's actual damages, which
22 amount is in excess of Fifteen Thousand Dollars (\$15,000); and
- 23 14. As to all Defendants, judgment jointly and severally, for it's attorney fees
24 and court costs due to Defendants' abuse of process, which amount is in
25 excess of Fifteen Thousand Dollars (\$15,000) plus for exemplary and/or
26 punitive damages in the amount of three times the compensatory damages
27 awarded; and
28

1 15. For such other and further relief as the Court may deem just and proper

2
3 /s/ Benjamin B. Childs

4 _____
BENJAMIN B. CHILDS, ESQ.
5 Nevada Bar No. 3946
Attorney for Plaintiff

6 CERTIFICATE OF SERVICE

7
8 This SECOND AMENDED COMPLAINT, with Exhibits, was served through
9 the Odessey File and Serve system to opposing counsel at filing. Electronic
10 service is in lieu of mailing.

11
12
13 /s/ Benjamin B. Childs, Sr.

14 _____
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

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/CounterDefendant

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

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

Defendants/Counterclaimants

AND RELATED ACTIONS

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO MAN CHAU CHENG

TO : MAN CHAU CHENG and his attorney MICHAEL LEE, Esq

COMES NOW Plaintiff W L A B INVESTMENT, LLC , by and through its attorney of
record, BENJAMIN B. CHILDS, ESQ., and hereby requests that Defendant
MAN CHAU CHENG answer the following interrogatories within thirty (30) days pursuant to
pursuant to Rules 26 and 33, N.R.C.P.

INSTRUCTIONS FOR THIS DISCOVERY REQUEST

A. The following definitions apply to this discovery request:

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

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

1 “INVESTPRO INVESTMENTS I LLC” and “PRESENT BY INVESTPRO MANAGER
2 LLC”, as set forth in Exhibit 1 attached hereto.

3
4 B. The following rules of construction apply to this discovery request:

- 5 1. All/Each. The terms “all” and “each” shall be construed as all and each.
- 6 2. And/Or. The connectives “and” and “or” shall be construed either disjunctively or
7 conjunctively as necessary to bring within the scope of the discovery request all responses
8 that might otherwise be construed to be outside of its scope.
- 9 3. Number. The use of the singular form of any word includes the plural and vice versa.

10 C. The following instructions apply to this discovery request:

- 11 1. Electronic or Magnetic Data. In those instances when requested information exists in
12 electronic or magnetic form, the responding party should state so. In responding to a
13 discovery request, the responding party should, in addition to stating that the information
14 exists in electronic/magnetic form, sufficiently identify the form in which the information
15 exists.
 - 16 (a) E-MAILS: With respect to any and all responsive e-mail messages, produce them in
17 their native, electronic format, including without limitation “.pst” files for Microsoft
18 Outlook e-mail messages and “.nst” files for Lotus Outlook e-mail messages.
 - 19 (b) SPREADSHEETS: With respect to any and all responsive spreadsheets, produce
20 them in their native, electronic format, including without limitation “.xls” or “.xlsx”
21 files for Microsoft Excel spreadsheets.
 - 22 (c) OTHER. Where applicable, any responsive information that exists in electronic or
23 magnetic form must be produced in the following format: CD Rom in an Acrobat
24 (“.pdf”) compatible application, in a Microsoft Word or WordPerfect (“.doc” or
25 “.docx”) compatible application, or in ASCII.
- 26 2. Pursuant to NRCP 26(e), you shall supplement your responses as follows:
 - 27 (a) A party is under a duty reasonably to supplement its response with respect to any
28 question directly addressed to (i) the identity and location of persons having
knowledge of discoverable matters, and (ii) the identity of each person expected to
be called as an expert witness at trial, the subject matter on which he or she is
expected to testify, and the substance of his or her testimony.

1 (b) A party is under a duty to amend a prior response if it obtains information upon the
2 basis of which (i) it knows that the response was incorrect when made, or (ii) it
3 knows that the response, though correct when made, is no longer true and the
4 circumstances are such that a failure to amend the response is, in substance, a
5 knowing concealment.

6 INTERROGATORY NO. 1 :

7 Describe in detail what your connection or relationships was with INVESTPRO
8 INVESTMENTS FOUNDATION from August, 2015 through January 31, 2019.
9

10 INTERROGATORY NO. 2 :

11 Describe in detail what your connection or relationship was with Flipping Fund from
12 August, 2015 through January 31, 2019.
13

14 INTERROGATORY NO. 3 :

15 Describe in detail what your connection or relationship was with INVESTPRO
16 MANAGER LLC from August, 2015 through January 31, 2019.
17

18 INTERROGATORY NO. 4 :

19 Describe in detail what your duties and responsibilities were with INVESTPRO
20 MANAGER LLC from August, 2015 through July 31, 2018.
21

22 INTERROGATORY NO. 5 :

23 Describe in detail any compensation or payment you received from INVESTPRO
24 MANAGER LLC from August, 2015 through July 31, 2018.
25
26
27
28

1 INTERROGATORY NO. 6:

2 Set forth the name, complete address, and telephone number of each and every
3 person who has any knowledge of the facts of this case and/or has any knowledge
4 of the facts set forth in your answers to the above, and give a brief statement of
5 their alleged knowledge, if not previously produced.

7 INTERROGATORY NO. 7:

8 Describe in detail the due diligence search your made such as reviewing all relevant
9 records to which you have access and/or by contacting all persons who potentially
10 could have knowledge which would be required to give a complete and accurate
11 answer to these interrogatories.

13 INTERROGATORY NO. 9:

14 Identify the person or persons or entities who participated or were involved in any
15 way with in the creation, design and publication of Exhibit 1.

18 /s/ Benjamin B. Childs

19 _____
20 BENJAMIN B. CHILDS, ESQ.
21 NEVADA BAR # 3946
22 Attorney for Plaintiff

22 CERTIFICATE OF SERVICE

23 On this November 26, 2020 I served this PLAINTIFF'S FIRST SET OF
24 INTERROGATORIES TO MAN CHAU CHENG through the electronic filing system to all
counsel. Electronic service is in lieu of mailing.

25 /s/ Benjamin B. Childs
26 BENJAMIN B. CHILDS, ESQ.
27 NEVADA BAR # 3946
28

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

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
联系电话 95013515588 x 88855



恆興地產

WLAB Investment v. TKNR

Case # A-18-785917-C

Page 2 of 6

0406



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



WLAB Investment v. TKNR
Case # A-18-785917-C

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
PROVIDER
LIST

09

短炒周期
FLIPPING
TERM

10

资金分配
INVESTMENTS
& EXPENSES

11

投资回报
RPO
FORMA

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案例分析 SUCCESSFUL PROJECTS

4320 NOLAN LN

LAS VEGAS NV

03/02

2015

102天/DAY

06/12

2015

增值

INCREASE
IN VALUE

SEE 100 PP

WLAB Investment v. TKNR

Case # A-18-785917-C

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04108

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

COMPOUND RATE

PROFIT PER FLIP
每次利润
8.71 %

FLIPS PER YEAR
年短炒次数
2.72

年盈利率 **23.69 %**

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投资回报率

MINIMUM PLAN		MAXIMUM PLAN	
项目启动门槛 \$1,000,000		最高融资门槛 \$2,500,000	
可投入金额	年盈利率	资金成长	年固定回报
		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



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InvestPro Realty
 3553 S Valley View Blvd
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WLAB Investment v. TKNR

Case # A-18-785917-C

Page 10 of 16

0414

Management Team

Professional team
to optimize your fund



Kenny Lin [more>](#)

Over 20-years experience in real estate investment industry.
Specialize in Auctions, Investments, Luxury homes, High raise
condo, Residential, Commercial, Apartment, Property
Management, New Construction, Development Land.

Languages: English, Mandarin, Cantonese, Fuzhou dialect

Service Area: Las Vegas NV, Summerlin NV, Henderson NV

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Las Vegas

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increasing real estates in Las Vegas.

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WLAB Investment v. TKNR

Case # A-18-785917-C

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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/CounterDefendant

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

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

Defendants/Counterclaimants

AND RELATED ACTIONS

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO INVESTPRO
INVESTMENTS I LLC

TO : INVESTPRO INVESTMENTS I LLC and its attorney MICHAEL LEE, Esq

COMES NOW Plaintiff W L A B INVESTMENT, LLC , by and through its attorney of
record, BENJAMIN B. CHILDS, ESQ., and hereby requests that Defendant
INVESTPRO INVESTMENTS I LLC answer the following interrogatories within thirty (30) days
pursuant to pursuant to Rules 26 and 33, N.R.C.P.

INSTRUCTIONS FOR THIS DISCOVERY REQUEST

A. The following definitions apply to this discovery request:

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

request to identify evidence.

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

1 16. The Flipping Fund refers to the investment fund advertised by Kenny Lin on behalf of
2 "INVESTPRO INVESTMENTS I LLC" and "PRESENT BY INVESTPRO MANAGER
3 LLC", as set forth in Exhibit 1 attached hereto.

4 B. The following rules of construction apply to this discovery request:

- 5 1. All/Each. The terms "all" and "each" shall be construed as all and each.
6 2. And/Or. The connectives "and" and "or" shall be construed either disjunctively or
7 conjunctively as necessary to bring within the scope of the discovery request all responses
8 that might otherwise be construed to be outside of its scope.
9 3. Number. The use of the singular form of any word includes the plural and vice versa.

10 C. The following instructions apply to this discovery request:

- 11 1. Electronic or Magnetic Data. In those instances when requested information exists in
12 electronic or magnetic form, the responding party should state so. In responding to a
13 discovery request, the responding party should, in addition to stating that the information
14 exists in electronic/magnetic form, sufficiently identify the form in which the information
15 exists.
16 (a) E-MAILS: With respect to any and all responsive e-mail messages, produce them in
17 their native, electronic format, including without limitation ".pst" files for Microsoft
18 Outlook e-mail messages and ".nst" files for Lotus Outlook e-mail messages.
19 (b) SPREADSHEETS: With respect to any and all responsive spreadsheets, produce
20 them in their native, electronic format, including without limitation ".xls" or ".xlsx"
21 files for Microsoft Excel spreadsheets.
22 (c) OTHER. Where applicable, any responsive information that exists in electronic or
23 magnetic form must be produced in the following format: CD Rom in an Acrobat
24 (".pdf") compatible application, in a Microsoft Word or WordPerfect (".doc" or
25 ".docx") compatible application, or in ASCII.
26 2. Pursuant to NRCP 26(e), you shall supplement your responses as follows:
27 (a) A party is under a duty reasonably to supplement its response with respect to any
28 question directly addressed to (i) the identity and location of persons having
knowledge of discoverable matters, and (ii) the identity of each person expected to
be called as an expert witness at trial, the subject matter on which he or she is

1 expected to testify, and the substance of his or her testimony.

- 2 (b) A party is under a duty to amend a prior response if it obtains information upon the
3 basis of which (i) it knows that the response was incorrect when made, or (ii) it
4 knows that the response, though correct when made, is no longer true and the
5 circumstances are such that a failure to amend the response is, in substance, a
6 knowing concealment.

7 INTERROGATORY NO. 1 :

8 Describe in detail what your connection was with INVESTPRO INVESTMENTS
9 FOUNDATION from August, 2015 through January 31, 2019.
10

11 INTERROGATORY NO. 2 :

12 Describe in detail what your connection was with Flipping Fund from August, 2015
13 through January 31, 2019.
14

15 INTERROGATORY NO. 3 :

16 Describe in detail what your connection or relationship was with INVESTPRO
17 MANAGER LLC from August, 2015 through January 31, 2019.
18

19 INTERROGATORY NO. 3 :

20 Identify in detail the assets and the amount of assets that were distributed when you
21 dissolved.
22

23 INTERROGATORY NO. 4 :

24 Identify in detail what assets each person or entity received when you dissolved.
25

26 INTERROGATORY NO. 5 :

27 Identify all sources of your revenue from August, 2015 through January 31, 2019.
28

1 INTERROGATORY NO. 6 :

2 Set forth the complete name, address, and telephone number of all your agents,
3 employees, and/or subcontractors who have reviewed, read, researched, and/or
4 investigated any and all documents prepared and/or maintained which in any
5 manner relates to the facts and allegations contained in the Amended Complaint
6 filed herein.

7
8 INTERROGATORY NO. 7:

9 Set forth the name, complete address, and telephone number of each and every
10 person who has any knowledge of the facts of this case and/or has any knowledge
11 of the facts set forth in your answers to the above, and give a brief statement of
12 their alleged knowledge, if not previously produced.

13
14 INTERROGATORY NO. 8:

15 Please identify yourself, including your separate business addresses and phone
16 numbers and the names, addresses and phone numbers of all partners,
17 shareholders, officers, directors, or other owners and managers.

18
19
20 INTERROGATORY NO. 9:

21 Describe in detail the due diligence search your made such as reviewing all relevant
22 records to which you have access and/or by contacting all persons who potentially
23 could have knowledge which would be required to give a complete and accurate
24 answer to these interrogatories.

25
26 INTERROGATORY NO. 10:

27 Identify the person or persons or entities who participated or were involved in any
28 way with in the creation, design and publication of Exhibit 1.

1 INTERROGATORY NO. 11:

2 Identify all licenses you had from August, 2015 through January 31, 2019.

4 INTERROGATORY NO. 12 :

5 Set forth the complete name, address, and telephone number of all your agents,
6 employees, and/or subcontractors from August, 2015 through January 31, 2019.

10 /s/ Benjamin B. Childs

11 _____
12 BENJAMIN B. CHILDS, ESQ.
13 NEVADA BAR # 3946
14 Attorney for Plaintiff

14 CERTIFICATE OF SERVICE

16 On this November 26, 2020 I served this PLAINTIFF'S FIRST SET OF
17 INTERROGATORIES TO INVESTPRO INVESTMENTS I LLC, with Exhibit 1,
18 through the electronic filing system to all counsel. Electronic service is in lieu of
19 mailing.

21 /s/ Benjamin B. Childs
22 BENJAMIN B. CHILDS, ESQ.
23 NEVADA BAR # 3946

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

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
联系电话 95013515588 x 88855



恆興地產

WLAB Investment v. TKNR

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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



WLAB Investment v. TKNR
Case # A-18-785917-C

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。

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04

案例分析
SUCCESSFUL
PROJECTS

06

已运作项目
PROVIDED
LISTS

09

短炒周期
FLIPPING
TERM

10

资金分配
INVESTMENTS
& EXPENSES

11

投资回报
RPO
FORMS

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案例分析 SUCCESSFUL PROJECTS

4320 NOLAN LN

LAS VEGAS NV

03/02
2015

102天/DAY

06/12
2015

增值
INCREASE
IN VALUE

SEE 100 PP

WLAB Investment v. TKNR

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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

COMPOUND RATE

PROFIT PER FLIP
每次利润
8.71 %

FLIPS PER YEAR
年短炒次数
2.72

年盈利率 **23.69 %**

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投资回报率 PRO FORMA

MINIMUM PLAN		MAXIMUM PLAN	
项目启动门槛 \$1,000,000		最高融资门槛 \$2,500,000	
可投入金额	年盈利率	资金成长	年固定回报
		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
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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

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Introducing

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WLAB Investment v. TKNR

Case # A-18-785917-C

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0433

Management Team

Professional team
to optimize your fund



Kenny Lin [more>](#)

Over 20-years experience in real estate investment industry. Specialize in Auctions, Investments, Luxury homes, High raise condo, Residential, Commercial, Apartment, Property Management, New Construction, Development Land.

Languages: English, Mandarin, Cantonese, Fuzhou dialect

Service Area: Las Vegas NV, Summerlin NV, Henderson NV

(<http://investprorealty.net/agents/kenny-lin/>)



We carefully chose

Investment Projects

FLIPPING FUND

Las Vegas

Flipping Fund is for investing on value
increasing real estates in Las Vegas.

[Learn more>](#)

WLAB Investment v. TKNR

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Fax 385 1847
ben@benchilds.com
Attorney for Plaintiff/CounterDefendant

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

Defendants/Counterclaimants

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

AND RELATED ACTIONS

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO INVESTPRO INVESTMENTS I LLC

TO : INVESTPRO INVESTMENTS I LLC and its attorney MICHAEL LEE, Esq

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

INSTRUCTIONS FOR THIS DISCOVERY REQUEST

A. The following definitions apply to this discovery request:

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

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

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

1 circumstances are such that a failure to amend the response is, in substance, a
2 knowing concealment.

3
4 REQUEST FOR PRODUCTION NO. 1 :

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

11 REQUEST FOR PRODUCTION NO. 2 :

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

15 REQUEST FOR PRODUCTION NO. 3 :

16 Produce all documents of communications between yourself and INVESTPRO
17 MANAGER LLC August, 2015 through January 31, 2019.

18 REQUEST FOR PRODUCTION NO. 4:

19 Produce any and all documents, including any and all financial records, relevant to,
20 related to, or in any way pertinent to your dissolution.

21 REQUEST FOR PRODUCTION NO. 5:

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

1 REQUEST FOR PRODUCTION NO. 6:

2 Produce a list of all investors in you, or managed by you from August, 2015 through
3 January 31, 2019.

4 REQUEST FOR PRODUCTION NO. 7:

5 Produce copies of any and all documents for any and all loans and payments made
6 to or by you from August, 2015 through January 31, 2019.

7 REQUEST FOR PRODUCTION NO. 8:

8 Produce copies of any licenses held by you from August, 2015 through January 31,
9 2019.

10 REQUEST FOR PRODUCTION NO. 9 :

11 Produce all documents of any description whatsoever including, but not limited to,
12 communications, contracts, agreements, instructions, payments, checks, invoices,
13 etc between yourself and MAN CHAU CHENG, from August, 2015 through January
14 31, 2019.

15 REQUEST FOR PRODUCTION NO. 10 :

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

20 REQUEST FOR PRODUCTION NO. 11:

21 Produce all documents of any description whatsoever including, but not limited to,
22 communications, contracts, agreements, instructions, payments, checks, invoices,
23 etc between yourself and TKNR, INC. from August, 2015 through January 31,
24 2019.

25 REQUEST FOR PRODUCTION NO. 12:

26 Produce all documents of any description whatsoever including, but not limited to,
27 communications, contracts, agreements, instructions, payments, checks, invoices,
28

1 etc between yourself and CHI ON WONG aka CHI KUEN WONG from August,
2 2015 through January 31, 2019.

3
4
5
6 /s/ Benjamin B. Childs

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

10 CERTIFICATE OF SERVICE

11
12 On this November 26, 2020 I served this PLAINTIFF'S FIRST SET OF
13 REQUESTS FOR PRODUCTION OF DOCUMENTS TO INVESTPRO
14 INVESTMENTS I LLC through the electronic filing system to all counsel.
15 Electronic service is in lieu of mailing.

16
17 /s/ Benjamin B. Childs

18 BENJAMIN B. CHILDS, ESQ.
19 NEVADA BAR # 3946
20
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27
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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/CounterDefendant

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

Defendants/Counterclaimants

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

AND RELATED ACTIONS

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
TO CHI ON WONG aka CHI KUEN WONG

TO : CHI ON WONG aka CHI KUEN WONG and his attorney MICHAEL LEE, Esq

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

INSTRUCTIONS FOR THIS DISCOVERY REQUEST

A. The following definitions apply to this discovery request:

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

1 address, and employee/business telephone numbers. Once a person has
2 been identified in accordance with this subparagraph, only the name of that
3 person need be listed in response to subsequent discovery requesting the
4 identification of that person. This also applies to a request to identify
5 evidence.

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

1 definitions that also appears in the live pleadings shall be given the definition
2 or meaning given to the term, word or phrase as used in the live pleadings in
3 addition to the definition(s) given in this discovery request.

- 4 14. Property References : The property at issue is 2132 Houston Dr Las Vegas,
5 NV, referred to herein as the Subject Property.
6 15. Kenny Lin refers to Defendant ZHONG KENNY LIN aka KENNY ZHONG LIN
7 aka KEN ZHONG LIN aka KENNETH ZHONG LIN aka WHONG K.LIN aka
8 CHONG KENNY LIN aka ZHONG LIN.

9 B. The following rules of construction apply to this discovery request:

- 10 1. All/Each. The terms "all" and "each" shall be construed as all and each.
11 2. And/Or. The connectives "and" and "or" shall be construed either disjunctively
12 or conjunctively as necessary to bring within the scope of the discovery
13 request all responses that might otherwise be construed to be outside of its
14 scope.
15 3. Number. The use of the singular form of any word includes the plural and vice
16 versa.

17 C. The following instructions apply to this discovery request:

- 18 1. Electronic or Magnetic Data. In those instances when requested information
19 exists in electronic or magnetic form, the responding party should state so. In
20 responding to a discovery request, the responding party should, in addition to
21 stating that the information exists in electronic/magnetic form, sufficiently
22 identity the form in which the information exists.
23 (a) E-MAILS: With respect to any and all responsive e-mail messages,
24 produce them in their native, electronic format, including without
25 limitation ".pst" files for Microsoft Outlook e-mail messages and ".nst"
26 files for Lotus Outlook e-mail messages.
27 (b) SPREADSHEETS: With respect to any and all responsive
28 spreadsheets, produce them in their native, electronic format, including
without limitation ".xls" or ".xlsx" files for Microsoft Excel spreadsheets.
(c) OTHER. Where applicable, any responsive information that exists in

1 electronic or magnetic form must be produced in the following format:
2 CD Rom in an Acrobat (".pdf") compatible application, in a Microsoft
3 Word or WordPerfect (".doc" or ".docx") compatible application, or in
4 ASCII.

5 2. Pursuant to NRCP 26(e), you shall supplement your responses as follows:

6 (a) A party is under a duty reasonably to supplement its response with
7 respect to any question directly addressed to (i) the identity and
8 location of persons having knowledge of discoverable matters, and (ii)
9 the identity of each person expected to be called as an expert witness
10 at trial, the subject matter on which he or she is expected to testify, and
11 the substance of his or her testimony.

12 (b) A party is under a duty to amend a prior response if it obtains
13 information upon the basis of which (i) it knows that the response was
14 incorrect when made, or (ii) it knows that the response, though correct
15 when made, is no longer true and the circumstances are such that a
16 failure to amend the response is, in substance, a knowing
17 concealment.

18 REQUEST FOR PRODUCTION NO. 1 :

19 Produce all documents of any description whatsoever including, but not limited to,
20 communications, contracts, agreements, instructions, payments, checks, invoices,
21 etc between yourself and Kenny Lin between August, 2015 and July 31, 2018.

22 REQUEST FOR PRODUCTION NO. 2 :

23 Produce all documents of any description whatsoever including, but not limited to,
24 communications, contracts, agreements, instructions, payments, checks, invoices,
25 etc between yourself and INVESTPRO MANAGER LLC, including to any of its
26 agents and employees, between August, 2015 and December 31, 2017.

27 REQUEST FOR PRODUCTION NO. 3 :

28 Produce all documents of any description whatsoever including, but not limited to,
communications, contracts, agreements, instructions, payments, checks, invoices,

1 etc between yourself and JOYCE A. NICKRANDT between August, 2015 and
2 December 31, 2017.

3 REQUEST FOR PRODUCTION NO. 4 :

4 Produce all documents of any description whatsoever including, but not limited to,
5 communications, contracts, agreements, instructions, payments, checks, invoices,
6 etc between yourself and INVESTPRO INVESTMENTS I LLC, including to any of
7 its agents and employees, between June, 2015 and December 31, 2017.

8 REQUEST FOR PRODUCTION NO. 5 :

9 Produce all documents of any description whatsoever including, but not limited to,
10 communications, contracts, agreements, instructions, payments, checks, invoices,
11 etc between yourself and INVESTPRO MANAGER LLC, including to any of its
12 agents and employees, between June, 2015 and December 31, 2017.

13 REQUEST FOR PRODUCTION NO. 6 :

14 Produce all communications between yourself and LIWE HELEN CHEN aka
15 HELEN CHEN between June, 2015 and December 31, 2017.

16 REQUEST FOR PRODUCTION NO. 7:

17 Produce all listing agreements or sales contracts, with all associated exhibits and
18 amendments, you signed for the sale of the Subject Property from August 1, 2015
19 through December 31, 2017.

20 REQUEST FOR PRODUCTION NO. 8:

21 Produce any and all documents including, but not limited to, invoices,
22 correspondence, payments, checks, vouchers, receipts, contracts, etc for any
23 professional fees or services performed for or by any accountants, certified public
24 accountants, bookkeepers, billing services, attorneys, paralegals, private
25 investigators, real estate agents, real estate brokers, realtors, agents, title
26 companies, escrow companies, salespersons, or similar people or entities, relating
27 or pertinent to the Subject Property, from August, 2015 through December 31,
28 2017.

1 REQUEST FOR PRODUCTION NO. 9:

2 Produce all documents relevant or pertinent to your investment in TKNR, INC.

3 REQUEST FOR PRODUCTION NO. 10:

4 Produce all documents relevant or pertinent to your ownership of any interest in
5 TKNR, INC.

6
7 /s/ Benjamin B. Childs

8 BENJAMIN B. CHILDS, ESQ.
9 NEVADA BAR # 3946
10 Attorney for Plaintiff

11 CERTIFICATE OF SERVICE

12 On this November 26, 2020 I served this PLAINTIFF'S FIRST SET OF
13 REQUESTS FOR PRODUCTION OF DOCUMENTS TO CHI ON WONG aka CHI
14 KUEN WONG through the electronic filing system to all counsel. Electronic
15 service is in lieu of mailing.

16 /s/ Benjamin B. Childs
17 BENJAMIN B. CHILDS, ESQ.
18 NEVADA BAR # 3946
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