

**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 09:29 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

**APPENDIX VOLUME III**  
**CHRONOLOGICAL INDEX**

<b>Document Name</b>	<b>Date Filed</b>	<b>Vol.</b>	<b>Page</b>
Plaintiff First Set of Requests for Production of Documents to Investpro, LLC	SERVED 11/26/2020	III	0450-0457
Plaintiff Second Set of Requests for Production of Documents to Investpro Manager	SERVED 11/26/2020	III	0458-0464
Plaintiff Second Set of Requests for Production of Documents to TKNR	SERVED 11/26/2020	III	0465-0470
Defendant's Motion for Summary Judgment, or in the Alternative, Partial Summary Judgment	12/15/2020	III	0471-0611
Man Chau Cheng Responses to First Set of Interrogatories	SERVED 12/29/2020	III	0612-0619
Investpro Investments Responses to First Set of Interrogatories	SERVED 12/29/2020	III	0620-0629
Investpro Investments Responses to First Request for Production of Documents	SERVED 12/29/2020	III	0630-0641
Investpro, LLC Responses to First Set of Requests for Production of Documents	SERVED 12/29/2020	III	0642-0654
Chi On Wong Responses to First Set of Requests for Production of Documents	SERVED 12/29/2020	III	0655-0663
Investpro Manager Responses to Second Set of Requests for Production of Documents	SERVED 12/29/2020	III	0664-0675
TKNR Responses to Second Set of Requests for Production of Documents	SERVED 12/29/2020	III	0676-0685



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Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

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

Defendants.

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

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

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

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**PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

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

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

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

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

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

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

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## DEFINITIONS

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

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

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

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

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

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

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

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**REQUEST NO. 20:**

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

**RESPONSE TO REQUEST NO. 20:**

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

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



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

**REQUEST NO. 21:**

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

**RESPONSE TO REQUEST NO. 21:**

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

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



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

**REQUEST NO. 22:**

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

**RESPONSE TO REQUEST NO. 22:**

See Response to Request No. 21.

**REQUEST NO. 23:**

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

**RESPONSE TO REQUEST NO. 23:**

See Response to Request No. 21.

**REQUEST FOR ADMISSION NO. 24:**

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

**RESPONSE TO REQUEST NO. 24:**

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



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

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

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

**REQUEST NO. 25:**

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

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**RESPONSE TO REQUEST NO. 25:**

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

**REQUEST NO. 26:**

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

**RESPONSE TO REQUEST NO. 26:**

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

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

**REQUEST NO. 27:**

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

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**RESPONSE TO REQUEST NO. 27:**

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

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

**REQUEST NO. 28:**

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

**RESPONSE TO REQUEST NO. 28:**

See Response to Request No. 21.



**REQUEST NO. 29:**

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

**RESPONSE TO REQUEST NO. 29:**

See Response to Request No. 21.

**REQUEST NO. 30:**

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

**RESPONSE TO REQUEST NO. 30:**

See Response to Request No. 21.

**REQUEST NO. 31:**

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

**RESPONSE TO REQUEST NO. 31:**

See Response to Request No. 21.

**REQUEST NO. 32:**

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

**RESPONSE TO REQUEST NO. 32:**

See Response to Request No. 21.

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**REQUEST NO. 33:**

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

**RESPONSE TO REQUEST NO. 33:**

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

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

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis

MICHAEL B. LEE, ESQ. (NSB 10122)  
MICHAEL MATTHIS, ESQ. (NSB 14582)  
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LAS VEGAS, NEVADA 89104  
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**CERTIFICATE OF MAILING**

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

BENJAMIN B. CHILDS, ESQ.  
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Attorneys for *Plaintiff*

/s/ Mindy Pallares

\_\_\_\_\_  
An employee of Michael B. Lee PC



BENJAMIN B. CHILDS, ESQ.  
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Attorney for Plaintiff/CounterDefendant

EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

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

Defendants/Counterclaimants

AND RELATED ACTIONS

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

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

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



BENJAMIN B. CHILDS, ESQ.  
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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 SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO

TKNR, INC

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

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



## INSTRUCTIONS FOR THIS DISCOVERY REQUEST

A. The following definitions apply to this discovery request:

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



request to identify evidence.

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



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

23 REQUEST FOR PRODUCTION NO. 22 :

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



1 through September, 2018.

2  
3 REQUEST FOR PRODUCTION NO. 23 :

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

6  
7 REQUEST FOR PRODUCTION NO. 24 :

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

10  
11 REQUEST FOR PRODUCTION NO. 25 :

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

14  
15 REQUEST FOR PRODUCTION NO. 26 :

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

18  
19 REQUEST FOR PRODUCTION NO. 27 :

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

22  
23 REQUEST FOR PRODUCTION NO. 28 :

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

26  
27 REQUEST FOR PRODUCTION NO. 29 :  
28



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

3  
4  
5 /s/ Benjamin B. Childs

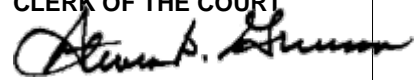
6 BENJAMIN B. CHILDS, ESQ.  
7 NEVADA BAR # 3946  
Attorney for Plaintiff

8 CERTIFICATE OF SERVICE

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

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





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Attorney for Defendants

**IN THE EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

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

**HEARING REQUESTED**

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

Date of Hearing:  
Time of Hearing:

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

Defendants.

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



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

## **MEMORANDUM OF POINTS AND AUTHORITIES**

### **I. INTRODUCTION**

#### **A. Overview**

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

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

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



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

**B. Statement of Facts**

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

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

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

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

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

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



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

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

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

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

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

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

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



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

*Id.* (emphasis added).

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

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

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

### 3. No Reliance on Broker Agents

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



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

7 4. *Inspection Would Have Revealed Alleged Conditions*

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

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

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

25 Ex. G at DEF5000372.

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

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



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

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

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

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



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

*Id.* at DEF5000379.

### C. Statement of Procedure

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

## II. DISCUSSION

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



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

7 **A. Legal Standards**

8 1. Summary Judgment

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

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

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



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

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

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

## 24 2. Real Estate Disclosures

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



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

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

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

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

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



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

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

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

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

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

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

27 **1. Disclosures by Seller**

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



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

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

Moreover, information related to permits is publicly available. The City of Las Vegas has a website<sup>1</sup> that allows anyone in the public to search for permits. Permit Search for Property attached as **Exhibit H**. NRS § 645.259(2) precludes any liability for misrepresentation or under Chapter 113 if the information is a public record:

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

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

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

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



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

2. Waiver of Inspections

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

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

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

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



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

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

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

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

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

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



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

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

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



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

3. Alleged Deficiencies Open and Obvious

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

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

Ex. G at DEF5000372.

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

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

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

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

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

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

4. Unknown to any Defendant

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



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

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

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



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

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

**C. Summary Judgment is Warranted as to Broker Defendants**

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

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

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

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

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

24 **1. RICO**

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



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

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

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

a. An Enterprise

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



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

8 b. Racketeering Activity

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

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

23 c. No Basis for RICO Claim

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



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

5 2. No Action for Fraudulent Conveyance

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

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

25 3. Civil Conspiracy

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



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

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

#### 4. Abuse of Process

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

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

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



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

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

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

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

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

#### **E. Partial Summary Judgment**

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



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

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

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



requested by one party.”

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



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



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

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

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

#### 21 **F. Attorneys’ Fees and Costs**

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

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



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

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

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

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

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



1     **III.     CONCLUSION**

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

3             DATED this 15 day of December, 2020.

4                             MICHAEL B. LEE, P.C.

5                             /s/ Michael Lee  
6                             MICHAEL B. LEE, ESQ. (NSB No.: 10122)  
7                             1820 East Sahara Avenue, Suite 110  
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11                            [mike@mblnv.com](mailto:mike@mblnv.com)  
12                            Attorney for Defendants



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LAS VEGAS, NEVADA 89104  
TEL – (702) 477.7030; FAX – (702) 477.0096

**CERTIFICATE OF MAILING**

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

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

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



Exhibit A

Exhibit A



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

## PROPERTY INFORMATION

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

## INCOME INFORMATION

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

## OPERATING EXPENSE INFORMATION

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

## RENTAL EXPENSE INFORMATION

Ten Pays	ELEC, GAS, WATER	Restrictions	
Rent Terms			

## BUILDING INFORMATION AND AMENITIES

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

## UTILITIES INFORMATION

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

## VOW/FINANCIAL/LISTING OFFICE INFORMATION

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

TeamContact		TeamContPh		TeamEmail	
Kenny Lin		702-726-0000		zhong.kenny@gmail.com	
Resident	ResPh	Occup		AuctTyp	
Showing	KEYANY	GateCode		ListDt	08/02/2017
ContDesc	ComboLB 0296	GateCode2		AuctDt	10/31/2017
		Act DOM	14	ExpDt	
		OrigListPrice	\$199,888	WD	

## CONTINGENT/PENDING/SOLD INFORMATION:

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



**EXHIBIT B**

**EXHIBIT B**





## RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 08/11/17

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

### Buyer's Offer

#### 1. FINANCIAL TERMS & CONDITIONS:

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

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

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

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

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

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

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

#### 2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

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

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: [Signature]

SELLER(S) INITIALS: [Signature]

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WLAB Investment v. TKNR

Case # A-18-785917-C

Page 26 of 65 0507



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

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

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

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

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

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

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

The following additional items of personal property: \_\_\_\_\_

## 5. ESCROW:

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

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

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SELLER(S) INITIALS: CW



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

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

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

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

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

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

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

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

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

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WLAB Investment v. TKNR

Case # A-18-785917-C

Page 28 0509



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

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Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

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BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CH



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

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

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

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

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

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

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

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

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

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

Buyer's Name: Marie Zhu

BUYER(S) INITIALS:

Property Address: 2132 HOUSTON DR

SELLER(S) INITIALS:

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Case # A-18-785917-C

Page 30 of 161



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

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

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

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

☐ **Other:** (list) \_\_\_\_\_

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

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

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

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

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

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

**18. DEFAULT:**

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

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

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

**BUYER(S) INITIALS:** MZ

**SELLER(S) INITIALS:** CW

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WLAB Investment v. TKNR

Case # A-18-785917-C

Page 31 of 12



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

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

## Instructions to Escrow

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

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

## Brokers

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

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

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

Rev. 06/17

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BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW



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

## Other Matters

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

## 24. SIGNATURES, DELIVERY, AND NOTICES:

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

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

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

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

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

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BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CV

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WLAB Investment v. TKNR

Case # A-18-785917-C

Page 33 of 104

0514



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

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

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

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27. **ADDENDUM(S) ATTACHED:** \_\_\_\_\_

28. **ADDITIONAL TERMS:** \_\_\_\_\_

### Buyer's Acknowledgement of Offer

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

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

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

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

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

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

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

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

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

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WLAB Investment v. TKNR

Case # A-18-785917-C



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


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

### Seller's Response

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

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

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

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

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


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

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

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

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

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


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

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

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

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Case # A-18-785917-C



EXHIBIT C

EXHIBIT C





## SELLER'S REAL PROPERTY DISCLOSURE FORM

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

Date August 2nd, 2017

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

Property address 2132 HOUSTON DR 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"/>	Shower(s) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Plumbing .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sink(s) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer System & line .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sauna / hot tub(s) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic tank & leach field .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Built-in microwave .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Well & pump .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Range / oven / hood-fan .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yard sprinkler system(s) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dishwasher .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fountain(s) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Garbage disposal .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heating system .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash compactor .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cooling system .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central vacuum .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Solar heating system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alarm system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fireplace & chimney .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	owned.. <input type="checkbox"/> leased.. <input type="checkbox"/>			
Wood burning system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Smoke detector .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage door opener .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Intercom .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water treatment system(s) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Data Communication line(s) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
owned.. <input type="checkbox"/> leased.. <input type="checkbox"/>				Satellite dish(es) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water heater .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	owned.. <input type="checkbox"/> leased.. <input type="checkbox"/>			
Toilet(s) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bathub(s) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

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

Co  
Seller(s) Initials

MZ

Buyer(s) Initials



**Property conditions, improvements and additional information:**

Are you aware of any of the following?:

YES NO N/A

**1. Structure:**

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

**2. Land / Foundation:**

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

**3. Roof:** Any problems with the roof? ☐ YES ☒ NO

**4. Pool/spa:** Any problems with structure, wall, liner, or equipment? ☐ YES ☒ NO

**5. Infestation:** Any history of infestation (termites, carpenter ants, etc.)? ☐ YES ☒ NO

**6. Environmental:**

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

**7. Fungl / Mold:** Any previous or current fungus or mold? ☐ YES ☒ NO

**8. Any features of the property shared in common with adjoining landowners such as walls, fences, road, driveways or other features whose use or responsibility for maintenance may have an effect on the property?** ☐ YES ☒ NO

**9. Common Interest Communities:** Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowner association which has any authority over the property? ☐ YES ☒ NO

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

**10. Any problems with water quality or water supply?** ☐ YES ☒ NO

**11. Any other conditions or aspects of the property which materially affect its value or use in an adverse manner?** ☐ YES ☒ NO

**12. Lead-Based Paint:** Was the property constructed on or before 12/31/77? ☒ YES ☐ NO  
(If yes, additional Federal EPA notification and disclosure documents are required)

**13. Water source:** Municipal ☒ Community Well ☐ Domestic Well ☐ Other ☐  
If Community Well: State Engineer Well Permit # \_\_\_\_\_ Revocable ☐ Permanent ☐ Cancelled ☐  
Use of community and domestic wells may be subject to change. Contact the Nevada Division of Water Resources for more information regarding the future use of this well.

**14. Conservation Easements** such as the SNWA's Water Smart Landscape Program: Is the property a participant? ☐ YES ☒ NO

**15. Solar panels:** Are any installed on the property? ☐ YES ☒ NO  
If yes, are the solar panels: Owned ☐ Leased ☐ or Financed ☐

**16. Wastewater disposal:** Municipal Sewer ☒ Septic System ☐ Other ☐

**17. This property is subject to a Private Transfer Fee Obligation?** ☐ YES ☒ NO

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


Co  
Seller(s) Initials

MZ  
Buyer(s) Initials



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

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

  
 Seller(s) Initials

  
 Buyer(s) Initials



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

**CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE**

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

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

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

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

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

(Added to NRS by 1995, 844)

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

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

(Added to NRS by 1995, 842)

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

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

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

Seller(s) Initials

Buyer(s) Initials

Nevada Real Estate Division  
Replaces all previous versions

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@investpro.com

Case # A-18-785917-C

Page 39 of 101

Instant Forms

0521



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

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

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

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

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

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

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

(Added to NRS by 1999, 1446)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**EXHIBIT D**

**EXHIBIT D**





K L &lt;zhong.kenny@gmail.com&gt;

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**Fwd: 2132 Houston Dr**

2 messages

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

Thu, Dec 20, 2018 at 10:59 AM

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

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

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

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

Sincerely,



**Helen Chen**  
Cell: 702-970-7777  
Office: 702-997-3832  
Email: [helen0510c@gmail.com](mailto:helen0510c@gmail.com)  
3553 S. Valley View Blvd  
Las Vegas, NV 89103  
[www.investprorealty.net](http://www.investprorealty.net)



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

Thu, Dec 20, 2018 at 10:59 AM

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

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

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

Sincerely,

0524



**Helen Chen**

Cell: 702-970-7777

Office: 702-997-3832

Email: [helen0510c@gmail.com](mailto:helen0510c@gmail.com)

3553 S. Valley View Blvd

Las Vegas, NV 89103

[www.investprorealty.net](http://www.investprorealty.net)

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

Hi Frank and Marie,

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

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

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

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

Sincerely,

**Helen Chen**

Cell: 702-970-7777

Office: 702-997-3832

Email: [helen0510c@gmail.com](mailto:helen0510c@gmail.com)

3553 S. Valley View Blvd

Las Vegas, NV 89103

[www.investprorealty.net](http://www.investprorealty.net)

---

**2 attachments****Cancellation Addendum.pdf**

159K

**New Residential\_Purchase\_Agreement\_\_Rev\_06\_17\_.pdf**

628K



**EXHIBIT E**

**EXHIBIT E**





# ADDENDUM NO. 1 TO PURCHASE AGREEMENT



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

Agreement be amended as follows:

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

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

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

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

Authentisign  
Marie Zhu 09/05/2017  
☒ Buyer ☐ Seller 09/05/2017 4:04:24 PM PDT Date

☐ Buyer ☐ Seller \_\_\_\_\_ Time

Acceptance:  
Authentisign  
[Signature] 09/05/2017  
☐ Buyer ☒ Seller 09/05/2017 4:52 PM PDT Date

☐ Buyer ☐ Seller \_\_\_\_\_ Time

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

Addendum to Purchase Agreement 9/12

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

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0527



EXHIBIT F

EXHIBIT F





## RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 09/05/17

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

### Buyer's Offer

#### 1. FINANCIAL TERMS & CONDITIONS:

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

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

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

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

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

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

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

#### 2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

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

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

Buyer's Name: Marie Zhu

BUYER(S) INITIALS: MZ

Property Address: 2132 HOUSTON DR

SELLER(S) INITIALS: CW

Rev. 06/17

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Page 1 of 10



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

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

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

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

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

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

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

The following additional items of personal property: \_\_\_\_\_

## 5. ESCROW:

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

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

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

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



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

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

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

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

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

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

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

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

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

Rev. 06/17

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Page 3 of 10



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

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

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

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

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

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

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

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

**A. TITLE, ESCROW & APPRAISAL FEES:**

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

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

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CN

Rev. 06/17

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Page 4 of 10



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

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

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

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

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

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

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

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

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

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

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

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

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Page 5 of 10



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

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

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

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

☐ **Other:** (list) \_\_\_\_\_

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

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

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

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

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

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

**18. DEFAULT:**

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

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

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

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

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



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

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

## Instructions to Escrow

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

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

## Brokers

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

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

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CN

Rev. 06/17

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Page 7 of 10



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

## Other Matters

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

## 24. SIGNATURES, DELIVERY, AND NOTICES:

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

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

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

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

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

Buyer's Name: Marie Zhu

Property Address: 2132 HOUSTON DR

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

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Page 8 of 10

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

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

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

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27. **ADDENDUM(S) ATTACHED:** \_\_\_\_\_

28. **ADDITIONAL TERMS:**

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

### Buyer's Acknowledgement of Offer

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

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

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

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

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

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

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

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

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

BUYER(S) INITIALS: MZ

SELLER(S) INITIALS: CW

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Page 9 of 10

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

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

### Seller's Response

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

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

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

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


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

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

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

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

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

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

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

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





## ADDENDUM NO. 1 TO PURCHASE AGREEMENT



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

Agreement be amended as follows:

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

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

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

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

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

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

Prepared by: Liwei Helen Chen  
Agent's Printed Name

Phone \_\_\_\_\_

Addendum to Purchase Agreement 9/12

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**ADDENDUM NO. 2**  
**TO PURCHASE AGREEMENT**



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

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

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

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

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

<input checked="" type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	12/22/17 1:39:33 PM PST	Date
			1:39 PM
<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller		Time

Acceptance:  12/12/2017

☐ Buyer ☒ Seller Date

<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller	Date
12/2/2017 2:45:12 PM PST	2:45 PM
<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	Time

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

Addendum to Purchase Agreement 9/12

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

InstantHD.com

0540



**EXHIBIT G**

**EXHIBIT G**



**Neil D. Opfer**

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

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

November 30, 2020

**REPORT**

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

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

Dear Mr. Lee:

**ASSIGNMENT:**

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

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



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

### **ISSUES AND DISCUSSION:**

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

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

#### **Residence Construction In 1954:**

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



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

### **Building Permits Not Required For Finishing Work:**

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

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

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

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

##### **Building Improvements**

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

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



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

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

#### **Electrical Improvements**

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

#### **Plumbing Improvements**

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

#### **Mechanical (Heating, Ventilation, and Air Conditioning) Improvements**

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

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



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

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

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

Authenticity ID: F1DE5A3F-4DE3-42B4-8A8D-9B8B14C013D

**Property conditions, improvements and additional information:**  
 Are you aware of any of the following?

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

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

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

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

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



### Waived Standard Inspection Requirement:

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

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

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

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



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

### Las Vegas Valley Geology:

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

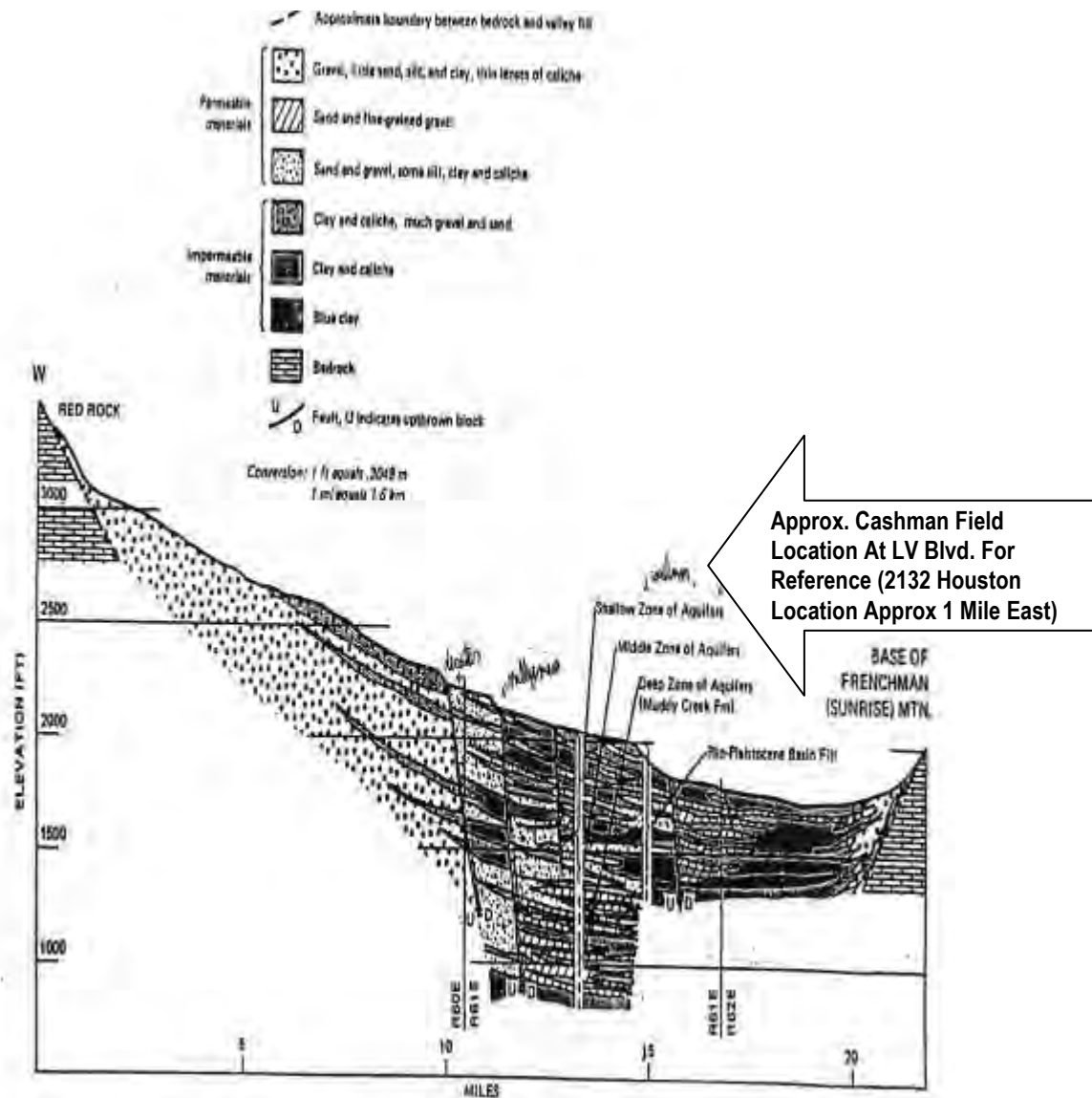


Figure 13 Cross-section across Las Vegas Valley, from Bell (1981), after Maxey and Jameson, 1948).

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



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

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

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

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



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

[https://www.lvwash.org/html/important\\_env\\_hydrology.html](https://www.lvwash.org/html/important_env_hydrology.html) (site accessed November 18, 2020).

### **Hydrology**

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



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

**Figure 6 Las Vegas Valley Hydrology**

[https://www.lvwash.org/html/important\\_env\\_hydrology.html](https://www.lvwash.org/html/important_env_hydrology.html) (site accessed November 18, 2020)

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



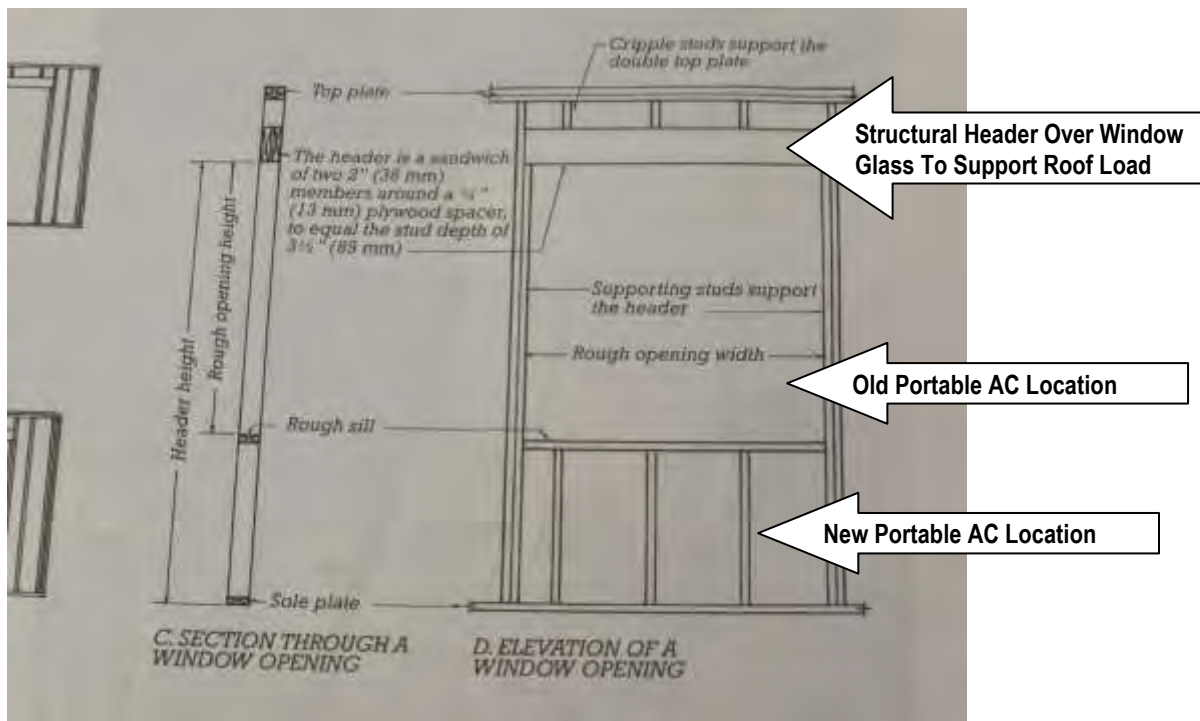
in the next year or year after that as an example. Standard construction materials such as stucco, drywall, floor tile, and concrete will all tend to crack when subjected to these forces. Again, cracking in these materials is seen all over the Las Vegas Valley.

### **Structural Defects: (Sani Report – Section A)**

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



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



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

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

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



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

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

#### **Electrical System: (Sani Report – Section B)**

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



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

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

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

### **Plumbing System: (Sani Report – Section C)**

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

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

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



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

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

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

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

**Figure 8 Houselogic Website**

**Sewer System: (Sani Report – Section D)**

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

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



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

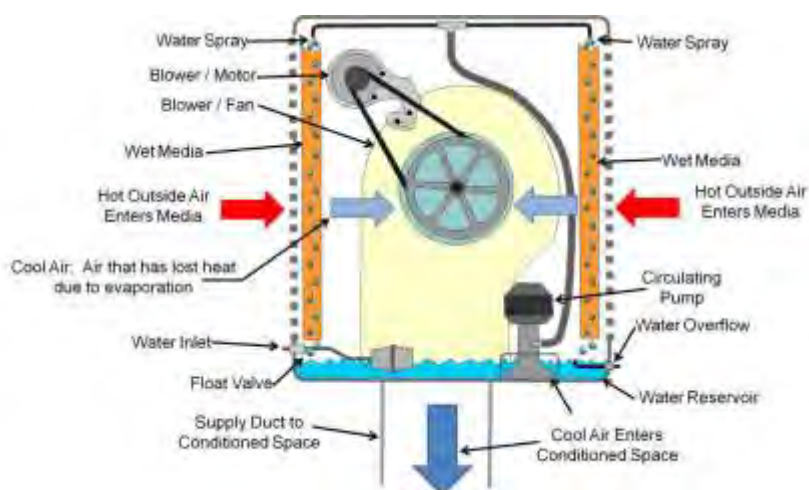
### **HVAC System Work By Licensed Contractors:**

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

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



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



**Figure 9 – Evaporative Cooler Construction Example**

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

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



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

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

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

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



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

**TABLE 1806.2  
PRESUMPTIVE LOAD-BEARING VALUES**

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

For SI: 1 pound per square foot = 0.0479 kPa, 1 pound per square foot = 0.157 kPa/m.  
a. Coefficient to be multiplied by the dead load.  
b. Cohesion value to be multiplied by the contact area, as limited by Section 1806.3.2.

434

2018 INTERNATIONAL BUILDING CODE®

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

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





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



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





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



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





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

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

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





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

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

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

**Roof: (Sani Report – Section H)**

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



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

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

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

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

SEARCH BY:

STREET NUMBER:  STREET DIRECTION:  STREET

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

Search Clear Search

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

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

**Indicates Inspection Pending**



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

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

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

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

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

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

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

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



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

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

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

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

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



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

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

### **SUMMARY:**

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

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



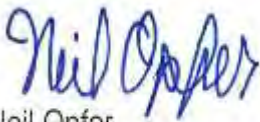
Based on a building-permit search, there are no permits on file for the Property save for two permits pulled in 2018 which would indicate at face value that the Triplex does not exist which, of course, is not the case. Other permits for the original Property's construction and subsequent remodeling work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

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

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

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

Sincerely,



Neil Opfer  
Construction Expert

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



**Exhibit 1 – List Of Reviewed Information**

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



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



**Goodman**  
Air Conditioning & Heating

# GPH14M

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

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



**Contents**

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



**Standard Features**

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

**Cabinet Features**

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

**10 PARTS**  
YEAR LIMITED WARRANTY

**2 UNIT**  
YEAR LIMITED WARRANTY











\* Condenser coil capacity available from 24,000 BTU/H to 58,000 BTU/H. For details see other Unit Publications.  
 † Electric heat kit and 24-hour service required. Additional options and accessories available for a separate cost. See the Installation Guide.  
 ‡ AHIC Certified ETL Listed

ES-GPH14M

[www.goodmaninc.com](http://www.goodmaninc.com)

8/20  
Revised 1/21



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

### SPECIFICATIONS

	GPH14 24M41A*	GPH14 30M41A*	GPH14 36M41A*	GPH14 42M41A*	GPH14 48M41A*	GPH14 60M41A*
<b>COOLING CAPACITY</b>						
Total BTU/h	24,000	35,400	54,000	81,000	98,000	125,000
Sensible BTU/h	18,700	27,800	40,500	60,800	73,400	91,500
SEER / EER	14/11	14/11	14/11	14/11	14/11	14/11
Dehumid	76	76	81	80	79	80
AHR1 (lb)	7470164	9370160	7470163	7470165	7470166	7470162
<b>HEATING CAPACITY</b>						
BTU/h (57°F)	23,000	34,000	51,000	76,000	90,000	117,000
C.O.P. (47°F)	3.6	3.6	3.6	3.6	3.6	3.6
BTU/h (17°F)	22,600	33,600	50,600	75,600	89,600	116,000
C.O.P. (17°F)	2.2	2.2	2.2	2.2	2.2	2.2
HSPF	8.0	8.0	8.0	8.0	8.0	8.0
<b>EVAPORATOR MOTOR</b>						
Type	ECM	ECM	ECM	ECM	ECM	ECM
Wheel (D x W)	10 x 9	10 x 9	10 x 9	10 x 9	10 x 9	10 x 9
Nominal Cooling CFM	350	450	650	950	1,000	1,350
FLA / LRA	4.3 / -	4.3 / -	4.3 / -	5.8 / -	3.8 / -	7.8 / -
No. of speeds	5	3	5	3	5	5
Interposable RPM	14-1,050	14-1,050	14-1,050	14-1,050	14-1,050	14-1,050
<b>EVAPORATOR COIL</b>						
Face Area (ft²)	4.55	4.55	4.55	4.55	6.20	6.30
Face Drop/In per inch	4 / 14	4 / 14	4 / 14	4 / 14	4 / 14	4 / 14
Coil Size (RPF)	9"	9"	9"	9"	9"	9"
R-410A Refrigerant Charge (oz.)	128	128	133	133	153	160
<b>CONDENSER FAN / COIL</b>						
Horsepower (HP)	5/8 HP	5/8 HP	5/8 HP	5/8 HP	5/8 HP	5/8 HP
FLA / LRA	1.6 / 3.5	1.6 / 3.5	1.4 / 3.0	1.4 / 2.9	1.4 / 2.9	2.5 / 3.0
Fan Diameter / # Fan Blades	22 / 3	22 / 3	22 / 4	22 / 3	22 / 3	22 / 3
Face Area (ft²)	12.25	12.25	12.25	12.25	15.30	15.30
Face Drop/In per inch	2 / 16	2 / 16	2 / 16	2 / 16	2 / 16	2 / 16
<b>COMPRESSION</b>						
Quantity	1	1	1	1	1	1
Type	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll
Stage	Single	Single	Single	Single	Single	2 Stage
<b>ELECTRICAL DATA</b>						
Voltage / Phase (all Hz)	108-230/1	208-230/1	208-230/1	208-230/1	208-230/1	208-230/1
Compressor RLA / SRA	12.8 / 58.3	14.3 / 73	16.7 / 79	17.9 / 112	21.3 / 112	27.1 / 152.9
Total Unit Amps	38.7	30	32.4	25.1	28	33.7
Min. Circuit Ampacity <sup>1</sup>	31.9	23.5	26.6	20.6	24.5	24.0
Max. Overcurrent Protection <sup>2</sup>	30 amps	25 amps	40 amps	30 amps	50 amps	30 amps
<b>SHIPPING WEIGHT (LBS)</b>						
	380	250	400	410	480	430

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

380 Pounds



## **Exhibit 3 Sani Report Expert Testimony Report**

**By**

**Amin Sani**

**President of Arvin Construction Co.**

**General Contractor License # 86070**

**RE : 2132 Houston Dr**

**Las Vegas, NV 89104**

**Miao v. TKNR, INC et al**

**Case # A-18-785917-C**

**Plaintiff's Expert Witness Disclosure**

**Page 164**

### **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.

**Miao v. TKNR, INC et al**

**Case # A-18-785917-C**

**Plaintiff's Expert Witness Disclosure**

**Page 165**

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

**Miao v. TKNR, INC et al**

**Case # A-18-785917-C**

**Plaintiff's Expert Witness Disclosure**

**Page 166**

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

**Miao v. TKNR, INC et al**



**Case # A-18-785917-C****Plaintiff's Expert Witness Disclosure****Page 167**

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.

Miao v. TKNR, INC et al

Case # A-18-785917-C

Plaintiff's Expert Witness Disclosure

**Page 168**

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.

**Miao v. TKNR, INC et al**

**Case # A-18-785917-C**

**Plaintiff's Expert Witness Disclosure**

**Page 169**

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.

**Miao v. TKNR, INC et al**

**Case # A-18-785917-C**

**Plaintiff's Expert Witness Disclosure**

**Page 170**

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

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

**h. Roof.**

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



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

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

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

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

**Miao v. TKNR, INC et al**

**Case # A-18-785917-C**

**Plaintiff's Expert Witness Disclosure**

**Page 171**

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

**h. Fungus or mold problems.**

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

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

**i. Flooring.**

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

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

**j. Problems with the land/foundation**

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

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

**Miao v. TKNR, INC et al**

**Case # A-18-785917-C**

**Plaintiff's Expert Witness Disclosure**

**Page 172**

much weight loads on the walls caused exterior wall cracking.

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



EXHIBIT H

EXHIBIT H



# Permit / Application Status

SEARCH BY: Address

STREET NUMBER: 2132 STREET NAME

Search

Clear Search

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

2132 HOUSTON DR., LAS VEGAS

Select & Continue

Showing 1 to 1 of 1

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# Permit / Application Status

SEARCH BY: 

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STREET NUMBER: 2132

STREET NAME: houston

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

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

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

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City Of Las Vegas

Las Vegas City Hall

495 S. Main St.  
Las Vegas, NV 89101

Phone: 702-229-6011  
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**EXHIBIT I**

**EXHIBIT I**



**DECLARATION OF KENNY LIN**

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

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

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

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

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

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

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



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

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

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

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

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

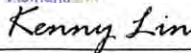
19 9. We did not know about any of the alleged conditions identified in Plaintiff's  
20 expert report as we had no realization, perception, or knowledge of them.

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

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

24 FURTHER DECLARANT SAYETH NAUGHT

25 DATED this 12 day of December, 2020.

26   
27 KENNY LIN  
28



**EXHIBIT J**

**EXHIBIT J**



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

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

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

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

DEF 0020



# Air Supply Cooling

• Refrigeration • Air Conditioning • Heating

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

702.688.9979

Lic. # 0079885 Bonded & Insured

airsupplycorp@aol.com

Monetary Limit \$10,000 EPA Certified

☐ COD

☐ GOLDEN CUSTOMER

☒ BILLABLE

☐ WAR

☐ C/B

☐ Q/A

## JOB LOCATION

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

## BILLING ADDRESS (IF DIFFERENT)

Name   
Street   
City  State  ZIP   
Home Phone  Work Phone   
Email

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

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

## SIGNATURE X

Equip Type #1 AC HP Mfg Ducane MN 4813A602A  
Equip Type #2  Mfg  MN   
Equip Type #3  Mfg  MN

## SIGNATURE X

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

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

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

SAVE  
THIS  
INVOICE!

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

## DIAGNOSIS

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

## PAYMENT INFORMATION

### METHOD OF PAYMENT:

☐ CC ☐ ACCOUNT ☐ CHECK ☐ CASH

CC#

EXPIRATION DATE

DATE

CC CVD CODE

AUTHORIZATION CODE/PO #

NDL #

## INVOICE TOTAL

Diagnostic Fee . . . . . \$

Flat Rate Charge . . . . . \$

GCA Discount . . . . . \$

INVOICE TOTAL . . . . . \$ 6450.00

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

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

SIGNATURE X  INITIALS

## WORK PERFORMED

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

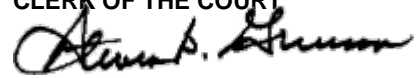
0586 EF 0021



# Exhibit K

# Exhibit K





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

DISTRICT COURT  
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

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

Defendants

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

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

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

INTRODUCTION

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

DEFENDANTS DO NOT SUPPORT THEIR FACTUAL CONTENTIONS

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



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

### EDCR 2.21

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

65(a).

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

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

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

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

///



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

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

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

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

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

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

29 ///



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

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

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

15 Defendants filed the instant motion on November 11, 2020, again on an  
16 expedited basis, but didn't file the Proposed Amended Answer, Counterclaim and  
17 Third-Party Claim until November 12, 2020.  
18

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

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



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

4 Abuse of Process is an intentional tort that requires proof of two elements:  
5 (1) an ulterior purpose for bringing a legal action other than resolving a dispute,  
6 and (2) a willful act in the use of the legal process not proper in the regular  
7 conduct of the proceeding. Posadas v. City of Reno, 109 Nev. 448, 457, 851  
8 P.2d 438, 444-45 (1993). See, also, Kovacs v. Acosta, 106 Nev. 57, 59, 787  
9 P.2d 368, 369 (1990).  
10

11 Again, Defendants have NO EVIDENCE supporting their Motion. No  
12 evidence of Plaintiff having both (1) an ulterior purpose for bringing a legal action  
13 other than resolving a dispute, **AND** (2) a willful act in the use of the legal process  
14 not proper in the regular conduct of the proceeding. Plaintiff was a victim of  
15 Defendants' multiple torts and fraud as outlined in the Amended Complaint. The  
16 court action was required to be initiated to address Plaintiff's damages.  
17 Defendants have NO evidence supporting a cause of action for Abuse of  
18 Process. Defendants have had 18 months go gather evidence. Plaintiff is  
19 prejudiced because Defendants are bringing this issue up at the end of the case  
20 with no explanation about why this wasn't (1) addressed earlier and (2) after 19  
21 months there is no evidence to support their proposed cause of action.  
22

23 The reason Defendants have no evidence supporting their motion to add a  
24 counterclaim for abuse of process is simple. No evidence exists.

25 The court is reminded that argument of counsel is NOT evidence. B

26 Even a cursory review of the Seller's Real Property Disclosure Form  
27 [Exhibit 6] evidences that Plaintiff was told that there were NO problems with the  
28 electrical system, the plumbing, or the sewer system. [Exhibit 6, page 1] It was  
29 stated in writing that there was no structural problems, foundation problems, roof  
30 problems, fungi or mold, nor "any other condition or aspects of the property which  
31  
32



1 materially affect its value or use in an adverse manner". [Exhibit 6, page 2]

2 . Meanwhile, Plaintiff sets forth a plethora of evidence, even given the short  
3 response time, in Exhibits 1 through 9 attached hereto, which prove that the  
4 causes of action in the Amended Complaint are based in fact and not for any  
5 ulterior purpose.

6 Defendants already filed a Motion to Dismiss, Alternatively for Summary  
7 Judgment, as set forth above, which was summarily denied by this Court on  
8 February 7, 2019. This is over nineteen months ago.

9 If Defendants are allowed to file the proposed Counterclaim, Plaintiff will  
10 likely file it's own motion to file a Second Amended Complaint and allege an  
11 additional cause of action for abuse of process based on the Defendants' cause  
12 of action for abuse of process.

13 Defendants are not prejudiced in the least by denying their motion to file  
14 the counterclaim. An abuse of process cause of action is generally filed AFTER  
15 the case concludes. When Plaintiff prevails at trial, there will obviously be no  
16 basis for an abuse of process claim.

## 17 CONCLUSION

18 All Defendants have is argument about disputed facts. Their motion to  
19 add an additional 32 affirmative defenses should be denied as they have not  
20 provided any evidence supporting the need for additional affirmative defenses.

21 Defendants have not provided any evidence supporting their motion, even  
22 to file the Third-Party Complaint. Nonetheless, Plaintiff does not oppose filing a  
23 Third-Party Complaint to bring in the mechanical contractor who even Defendants  
24 now assert caused damage to the Subject Property.

25 This is just the latest in the ongoing delay strategy engaged in by  
26 Defendants to delay and hinder the lawsuit. Plaintiff opposes the motion for  
27  
28  
29  
30  
31  
32



1 Defendants to file an Amended Answer and Counterclaim. There's no  
2 explanation for the 18 month delay before addressing this issue the February 7,  
3 2020 hearing on Defendants' Motion to Dismiss, Alternatively for Summary  
4 Judgment and then Defendants' Answer to the Amended Complaint filed on  
5 March 19, 2019.

6  
7 Plaintiff would be prejudiced by having to now address this new cause of  
8 action in discovery if Defendants are allowed to add a cause of action at this late  
9 stage. Which, of course, suits Defendants fine because it fits directly with their  
10 delay strategy.

11 Further, if Defendants are allowed to add an abuse of process cause of  
12 action, Plaintiff will likely file it's own motion to file an amended pleading to add  
13 it's own abuse of process cause of action, since this cause of action would have  
14 just arisen. The Court would be hard pressed to deny Plaintiff's motion if it allows  
15 Defendants to file a new cause of action without any supporting documentation.  
16 This will obviously serve Defendants' wishes by not only providing additional  
17 reasons for Defendants to delay trial, but unnecessarily adding confusion when  
18 the case is ultimately tried.

19 If abuse of process causes of action are allowed, at trial Defendants will be  
20 sidetracking the jury with bogus arguments about Plaintiff's intentions when filing  
21 the lawsuit and prosecuting the lawsuit, rather than the actual facts of the upon  
22 which the lawsuit is based. Plaintiff will have to similarly respond that it should  
23 not only prevail based on the causes of action already set forth in the Amended  
24 Complaint, but Defendants should also be liable for abuse of process by filing  
25 their abuse of process Counterclaim. This absurd result would exist in every  
26 lawsuit and the Court should not allow Defendants to make a mockery of the  
27 court system by allowing them to file an abuse of process counterclaim.

28  
29 Defendants' argument is the equivalent of a driver in an auto accident  
30 case, whether plaintiff or defendant, filing an abuse of process cause of action in  
31



1 the complaint or as a counterclaim, because each respective driver says the light  
2 was "green" or "red" as benefits them. Or the speed of themselves or the  
3 opposing driver obviously caused the accident. Or the mechanical condition of  
4 their car or the opposing driver's car caused the accident. And so on. Thus,  
5 given the interested party's testimony, the opposing party MUST BE LYING so  
6 filing the complaint or the answer are evidence of "(1) an ulterior purpose for  
7 bringing a legal action other than resolving a dispute, and (2) a willful act in the  
8 use of the legal process not proper in the regular conduct of the proceeding."  
9 Obviously this is ridiculous. The same argument is being made by Defendants  
10 and the court should summarily deny their motion to add a cause of action for  
11 abuse of process.  
12

13 Plaintiff has already prevailed in one Motion to Dismiss, Alternatively for  
14 Summary Judgment and has once again provided more than sufficient evidence  
15 supporting its causes of action, including Mr. Miao's narrative declaration  
16 attached hereto.  
17

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

## 22 Exhibits

- 23 1 Promotional Website for flipping fund
- 24 2 Deed to TKNR recorded September, 2015
- 25 3 Receipts for repairs to Subject Property in 2016
- 26 4 Emails from Plaintiff regarding inspection and required repairs
- 27 5 Excerpt from offer and acceptance for the Subject Property
- 28 6 Seller Real Property Disclosure Form
- 29 7 Requirements for permits and inspections
- 30 8 Ami Sani expert report
- 31 9 Plaintiff's Answers to TKNR's First Set of Interrogatories
- 32



1 CERTIFICATE OF ELECTRONIC SERVICE

2           This LIMITED OPPOSITION TO DEFENDANTS' MOTION TO FILE AMENDED  
3 ANSWER, COUNTERCLAIM AND THIRD-PARTY CLAIM, with attachments, was  
4 served through the Odyssey File and Serve system. Electronic service is in place of  
5 service by mailing.

6 /s/ Benjamin B. Childs, Sr.  
7 BENJAMIN B. CHILDS, Sr. ESQ.  
8 NEVADA BAR # 3946



# Exhibit L

# Exhibit L



*Heather S. Smith*  
CLERK OF THE COURT

MICHAEL B. LEE, ESQ. (NSB 10122)  
MICHAEL MATTHIS, ESQ. (NSB 14582)  
MICHAEL B. LEE, P.C.  
1820 East Sahara Avenue, Suite 110  
Las Vegas, Nevada 89104  
Telephone: (702) 477.7030  
Facsimile: (702) 477.0096  
[mike@mblnv.com](mailto:mike@mblnv.com)  
Attorney for Defendants/Counterclaimants/Third-Party Plaintiffs

IN THE EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

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

Defendants.

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

**ORDER GRANTING DEFENDANTS'**  
**MOTION FOR LEAVE TO FILE**  
**AMENDED ANSWER,**  
**COUNTERCLAIMS, AND THIRD-PARTY**  
**CLAIMS ON AN ORDER SHORTENING**  
**TIME**

Date of Hearing: November 18, 2020  
Time of Hearing: chambers

This matter being set for hearing before the Honorable Court on November 18, 2020 at  
9:30 a.m., on Defendants' TKNR INC., CHI ON WONG aka CHI KUEN WONG, KENNY  
ZHONG LIN, aka KEN ZHONG LIN aka KENNETH ZHONG LIN aka WHONG K. LIN aka  
CHONG KENNY LIN aka ZHONG LIN, LIWE HELEN CHEN aka HELEN CHEN, YAN QIU  
ZHANG, INVESTPRO LLC dba INVESTPRO REALTY, MAN CHAU CHENG, JOYCE A.  
NICKRANDT, INVESTPRO INVESTMENTS LLC, and INVESTPRO MANAGER LLC,  
(collectively, the "Defendant"), Motion for Leave to File Amended Answer, Counterclaims, and



1 Third-Party Claims on an Order Shortening Time ("Motion"), by and through their attorney of  
2 record, MICHAEL B. LEE, P.C. Plaintiff W L A B INVESTMENT, LLC appeared on and through  
3 its counsel of record, BENJAMIN B. CHILDS, ESQ. The Motion, to which Plaintiff filed a limited  
4 opposition, was set for Chambers Calendar before Department 14 of the Eighth Judicial District  
5 Court, the Honorable Adriana Escobar presiding, on November 18, 2020. After considering the  
6 pleadings of counsel, the Court enters the following order:

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

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

17 3. Here, Defendants Motion is timely filed as the deadline to amend the pleadings  
18 and add parties is December 14, 2020. The Court finds that Defendants should be given leave to  
19 amend their Answer, to file a Counterclaim, and to file a Third-Party Claim. .

20 4. The arguments Plaintiff raises in its limited opposition are meritless.  
21 Based on the foregoing, the Court GRANTS Defendants' Motion.

22 ////

23 ////

24 ////

25 ////

26 ////

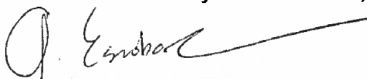
27 ////

28 ////



1           **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED** that the Motion is  
2 **GRANTED.**

Dated this 2nd day of December, 2020

  
\_\_\_\_\_

3  
4  
5 Date: December 2, 2020.

**67A 5D2 D6CB 110B**  
**Adriana Escobar**  
**District Court Judge**

6 Respectfully Submitted By:

Approved of as to Form and Content By:

7 MICHAEL B. LEE, P.C.



8 /s/ Michael Lee

9 MICHAEL B. LEE, ESQ. (NSB 10122)  
10 MICHAEL MATTHIS, ESQ. (NSB 14582)  
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16 *Attorneys for Defendants*

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TEL - (702) 477.7030; FAX - (702) 477.0096



1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 W L A B Investment LLC,  
Plaintiff(s)

CASE NO: A-18-785917-C

7 vs.

DEPT. NO. Department 14

8  
9 TKNR Inc, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 12/2/2020

15 Katherine MacElwain

kmacelwain@nevadafirm.com

16 Michael Matthis

matthis@mblnv.com

17 John Savage

jsavage@nevadafirm.com

18 BENJAMIN CHILDS

ben@benchilds.com

19 Nikita Burdick

nburdick@burdicklawnv.com

20 Michael Lee

mike@mblnv.com

21 Bradley Marx

brad@marxfirm.com



# Exhibit M

# Exhibit M



BENJAMIN B. CHILDS, ESQ.  
Nevada Bar # 3946  
318 S. Maryland Parkway  
Las Vegas, Nevada 89101  
(702) 251 0000  
Fax 384 1119  
ben@benchilds.com  
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

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

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

Defendants

SUPPLEMENT TO PLAINTIFF'S 16.1 EARLY CASE CONFERENCE DISCLOSURES  
[additions in **BOLD**]

WITNESSES [16.1(a)(1)(A)]

1. PMK of TKNR, INC c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas,  
NV 89117 702 481 9207.  
  
Has information about the fact and circumstances of it's purchase, repair, and sale of the  
Subject Property.



11. PMK of W L A B INVESTMENT, LLC c/o Benjamin B. Childs, Esq. 318 S. Maryland Pkwy Las Vegas, Nevada 89101 phone (702) 385 3865  
Expected to testify as to the facts and circumstances surrounding this litigation.

**12. EXPERT**

**Amin Sani, President of Arvin Construction Co.**

**10524 Angel Dreams Ave Las Vegas, NV 89144 (702) 355 4757**

**General Contractor will testify to the unlicensed work on the Subject Property and the resultant damages. Itemized damages total \$650,000.**

**Mr. Sani's report is attached consisting of the following :**

<b>Document</b>	<b>Bates #</b>
<b>Narrative Report</b>	<b>164 - 173</b>
<b>Licenses/Resume/Fee disclosure</b>	<b>174 - 182</b>
<b>Pictures</b>	<b>183 - 193</b>

**Summary of the damages Mr. Sani itemizes in his report is set forth below.**

<b>Defect</b>	<b>Repair Cost (\$)</b>
<b>Structural Defects</b>	<b>150,000</b>
<b>Electrical System</b>	<b>70,000</b>
<b>Plumbing System</b>	<b>60,000</b>
<b>Sewer System</b>	<b>60,000</b>
<b>Heating System</b>	<b>15,000</b>
<b>Cooling System</b>	<b>60,000</b>
<b>Moisture/Water damage</b>	<b>40,000</b>
<b>Roof</b>	<b>70,000</b>
<b>Fungus/Mold</b>	<b>50,000</b>
<b>Flooring</b>	<b>25,000</b>
<b>Foundation</b>	<b>50,000</b>
<b>Total</b>	<b>650,000</b>



DOCUMENT DISCLOSURES

Exhibit #	Bates Page #
1. Investpro advertising and solicitations	1 - 12
2. Trustee's Deed 10/09/2015	13 - 16
3. Texts dated 08/17/2017 and 08/24/2017	17 - 19
4. Flyers from Clark County re building permit requirements	20 - 24
5. Offer and Acceptance and Escrow Package	25 - 60
6. City of Las Vegas Inspection records	61 - 68
7. Flyers from City of Las Vegas re building permit requirements	69 - 83
8. California Secretary of State printouts and records for TKNR, Inc.	84 - 87
9. Repair estimates and receipts	88 - 152
10. Nevada Secretary of State printouts for Investpro Investments I LLC, Investpro Manager LLC, Investpro LLC	153 - 161
11. Nevada Real Estate Division printout for Joyce A. Nickrandt	162 - 163
<b>12. EXPERT WITNESS REPORT OF Amin Sani</b>	<b>164 - 193</b>

DAMAGES

- As to Defendant TKNR, Wong and INVESTPRO MANAGER LLC, pursuant to NRS 113.150, judgment jointly and severally for treble the amount necessary to repair or replace the defective part of the Subject Property. The amount necessary



1 times \$ 650,000.00 [\$1,950,000.00 ] for a total judgment sought of  
2 \$2,600,000.00.

3 13. As to Defendant Investpro, judgment for Plaintiff's actual damages, which  
4 amount is \$650,000.00.

5  
6 In addition to the compensatory damages, Plaintiff seeks an award of attorney fees  
7 and costs, against all Defendants jointly and severally, which amount totals \$35,162.00  
8 through August 14, 2020.

9  
10  
11 /s/ Benjamin B. Childs

12 \_\_\_\_\_  
13 BENJAMIN B. CHILDS, ESQ.  
14 Nevada Bar No. 3946  
15 Attorney for Plaintiff

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CERTIFICATE OF ELECTRONIC SERVICE

29 This SUPPLEMENT TO PLAINTIFF'S 16.1 EARLY CASE CONFERENCE  
30 DISCLOSURES, with Exhibit 12, was served through the Odyssey File and Serve  
31 system on August 14, 2020. Electronic service is in place of service by mailing.

32 /s/ Benjamin B. Childs, Sr.

33 \_\_\_\_\_  
34 BENJAMIN B. CHILDS, Sr. ESQ.  
35 NEVADA BAR # 3946



# Exhibit N

# Exhibit N



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

EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

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

TKNR, INC, a California Corporation, and  
CHI ON WONG aka CHI KUEN WONG, an individual, and  
ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN  
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

PLAINTIFF'S ANSWERS TO KENNY LIN'S SECOND SET OF  
INTERROGATORIES

REQUEST NO .33:

For all attorneys or law firms you (the Plaintiff) have consulted, worked with, were  
affiliated with, or had work performed on your behalf, related to this dispute, please  
describe the following:

- 1) the fee or retainer arrangement;
- 2) All billings performed and costs incurred;
- 3) the source of payment of any fees or costs by Plaintiff;



- 4) payments by any person or entity for any attorney's fees or costs incurred by Plaintiff;
- 5) loans received by Plaintiff for the purpose of paying attorney's fees and/or costs;
- 6) the current balance of any attorney's fees or costs owed;
- 7) if there have been any efforts by any attorneys or law firms to collect attorney's fees or costs owed by Plaintiff for legal work or consult.

Answer :

For both attorney Bradley Marx and Benjamin B. Childs they billed hourly. I paid Mr. Marx \$10,000 and I haven't received an itemized bill. Mr. Childs' billings were performed on an itemized basis and I've paid him \$52,133. The payments were paid by W L A B INVESTMENT, LLC. No attorney fees or costs are owed at this time and since Plaintiff has been current with the attorney fees, there has been no efforts required to collect.

REQUEST NO .34:

Please provide information about Frank Miao, including:

1. Education related to property management, property acquisition, and property maintenance;
2. Training related to property management, property acquisition, and property maintenance;
3. Employment history related to purchasing, managing, conducting repairs and/or handyman work, etc. for the purchase of real property;
4. If he reads and writes English with ease;
5. Any specialty licenses held by him (and whether the licenses are active, have ever suspended, inactive, etc.);
6. Role with Plaintiff; and



1 7. Length of employment.

2 Answer.

3 Mr. Miao is self taught related to property management, property acquisition, and  
4 property maintenance. His employment history related to purchasing, managing,  
5 conducting repairs and/or handyman work, etc. for the purchase of real property  
6 has been working as managing member for W L A B INVESTMENT, LLC. He  
7 does read and write English. He is the managing member for W L A B  
8 INVESTMENT, LLC.

9  
10 REQUEST NO .35:

11 Please described the work performed by Frank Miao related to the Property, which  
12 may include the purchase, management, repairs and/or handyman work,  
13 supervision of contractors, collection of rents during the time that Plaintiff owned  
14 and/or controlled the Property.

15 Answer :

16 Mr. Miao identified the Property for purchase, managed the Property after July,  
17 2018.

18 He did repairs and/or handyman in Unit C and Unit B to replace the flooring.

19 He hired Penny Electric to add electrical circuits to Unit A.

20 He hired Home Depot to install doors thermal insulation in the ceilings of Units B  
21 and C.

22 He hires ACLV, a mechanical HVAC contractor, to install ducting for the clothes  
23 driers.

24 He hired Affordable Tree Service cut the palm tree.

25 He hired All Star Fencing was hired install a fence.

26 He hired Larkin Plumbing to install water heater in Unit C.

27 After July, 2018 to present Mr. Miao collected rents.  
28



1 Answer :

2 Amin San prepared written estimate or evaluation for the loss or damage identified  
3 in the answer to interrogatory 39.

4 His contact information is Amin Sani, President of Arvin Construction Co. General  
5 Contractor License # 86070. 10524 Angel Dreams Ave Las Vegas, NV 89144.  
6 702 355-4757.

7 The people who have a copy of Mr. Sani's report are Plaintiff, Plaintiff's attorney,  
8 Defendants and Defendants' attorney and Nick Opfer.

9 See Exhibit 1 attached hereto.

10  
11  
12 /s/ Benjamin B. Childs

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

16 VERIFICATION

17 On this December 2, 2020, under penalty of perjury, Frank Miao says that  
18 he is the managing member of W L A B INVESTMENT, LLC, a party in the above  
19 entitled action; that he has read the foregoing Discovery Responses being  
20 PLAINTIFF'S ANSWERS TO KENNY LIN'S SECOND SET OF  
21 INTERROGATORIES consisting of 17 pages including this page, and knows the  
22 contents thereof; that the same are true to the best of his knowledge and belief,  
23 except for those matters therein stated on information and belief, and as to those  
24 matters, he believes them to be true.

25  
26   
27 FRANK MIAO

28 ///

///

///



## INSTRUCTIONS FOR THIS DISCOVERY REQUEST

A. The following definitions apply to this discovery request:

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



request to identify evidence.

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



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



1 circumstances are such that a failure to amend the response is, in substance, a  
2 knowing concealment.

3  
4 REQUEST FOR PRODUCTION NO. 20 :

5 Produce all corporate documents pertaining to you, including, but not limited to,  
6 articles of incorporation, articles of organization, lists of officers, lists of managers,  
7 lists of members, charters, stockholder agreements, operating agreements, minutes  
8 of meetings, resolutions, dissolutions, applications for fictitious firm names,  
9 statements of financial condition, and financial statements from August, 2015  
10 through July 31, 2018.

11 REQUEST FOR PRODUCTION NO. 21 :

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

15 REQUEST FOR PRODUCTION NO. 22 :

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

20 REQUEST FOR PRODUCTION NO. 23:

21 Produce all documents of any description whatsoever including, but not limited to,  
22 communications, contracts, agreements, instructions, payments, checks, invoices,  
23 etc between yourself and CHI ON WONG aka CHI KUEN WONG from August,  
24 2015 through July 31, 2018.

25 REQUEST FOR PRODUCTION NO. 24:

26 Produce any and all documents including, but not limited to, invoices,  
27 correspondence, payments, checks, vouchers, receipts, contracts, etc for any  
28 professional fees or services performed for or by any accountants, certified public



1 accountants, bookkeepers, billing services, attorneys, paralegals, private  
2 investigators, real estate agents, real estate brokers, realtors, agents, title  
3 companies, escrow companies, salespersons, or similar people or entities, from  
4 August, 2015 through July 31, 2018.

5 REQUEST FOR PRODUCTION NO. 25:

6 Produce copies of any licenses held by you from August, 2015 through July 31,  
7 2018.

8 REQUEST FOR PRODUCTION NO. 26:

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

12 REQUEST FOR PRODUCTION NO. 27:

13 Produce copies of any and all documents for any and all management agreements  
14 or contracts of any kind for the management of the Subject Property from August,  
15 2015 through July, 2018.

16 REQUEST FOR PRODUCTION NO. 28:

17 Produce all documents of any description whatsoever including, but not limited to,  
18 communications, contracts, agreements, instructions, payments, checks, invoices,  
19 etc between yourself and MAN CHAU CHENG, from August, 2015 through July 31,  
20 2018.

21 REQUEST FOR PRODUCTION NO. 29 :

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

26 REQUEST FOR PRODUCTION NO. 30:

27 Produce all documents of any description whatsoever including, but not limited to,  
28



1 communications, contracts, agreements, instructions, payments, checks, invoices,  
2 etc between yourself and TKNR, INC. from August, 2015 through January 31,  
3 2018.

4 REQUEST FOR PRODUCTION NO. 31:

5 Produce all documents of any description whatsoever including, but not limited to,  
6 communications, contracts, agreements, instructions, payments, checks, invoices,  
7 etc between yourself and CHI ON WONG aka CHI KUEN WONG from August,  
8 2015 through July 31, 2018.

9 REQUEST FOR PRODUCTION NO. 32:

10 Produce all documents of any description whatsoever including, but not limited to,  
11 communications, contracts, agreements, instructions, payments, checks, invoices,  
12 etc between yourself and LIWE HELEN CHEN aka HELEN CHEN from August,  
13 2015 through July 31, 2018.

14 REQUEST FOR PRODUCTION NO. 33 :

15 Produce all licenses you held from August, 2015 through July 31, 2018.  
16  
17

18 /s/ Benjamin B. Childs

19 \_\_\_\_\_  
20 BENJAMIN B. CHILDS, ESQ.  
21 NEVADA BAR # 3946  
22 Attorney for Plaintiff

23 CERTIFICATE OF SERVICE

24 On this November 23, 2020 I served this PLAINTIFF'S SECOND SET OF REQUESTS  
25 FOR PRODUCTION OF DOCUMENTS TO INVESTPRO MANAGER LLC through the  
26 electronic filing system to all counsel. Electronic service is in lieu of mailing.

27 /s/ Benjamin B. Childs  
28 BENJAMIN B. CHILDS, ESQ.  
NEVADA BAR # 3946



MICHAEL B. LEE, P.C.  
1820 E. SAHARA AVENUE, SUITE 110  
LAS VEGAS, NEVADA 89104  
TEL - (702) 546-7055; FAX - (702) 825-4734

MICHAEL B. LEE, ESQ.  
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MICHAEL MATTHIS, ESQ.  
Nevada State Bar No. 14582  
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Facsimile: (702) 825-4734  
[mike@mblnv.com](mailto:mike@mblnv.com)  
Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

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

Defendants.

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

**DEFENDANT MAN CHAU CHENG'S  
RESPONSES TO PLAINTIFF'S FIRST  
SET OF INTERROGATORIES**

Defendant MAN CHAU CHENG ("Cheng" or "Defendant"), by and through their  
counsel of record, MICHAEL B. LEE, P.C., in accordance with NRCP 33, provides its responses to  
Plaintiff's First Set of Interrogatories to MAN CHAU CHENG as follows:

///

///

///



**PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

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

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

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

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

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

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

///



## DEFINITIONS

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

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

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

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

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

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

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

///



**INTERROGATORY NO. 1:**

Describe in detail what your connection or relationships was with INVESTPRO INVESTMENTS FOUNDATION from August 15, 2015 through January 31, 2019.

**RESPONSE TO INTERROGATORY NO. 1:**

Objection, the term “INVESTPRO INVESTMENTS FOUNDATION” is not defined and requires Defendant to speculate as to its meaning, which is improper. As such, Defendant is unable to provide a response to the request as written. To the extent that “INVESTPRO INVESTMENTS FOUNDATION” is understandable, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

**INTERROGATORY NO. 2:**

Describe in detail what your connection or relationship was with Flipping Fund from August, 2015 through January 31, 2019.

**RESPONSE TO INTERROGATORY NO. 2:**

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

**INTERROGATORY NO. 3:**

Describe in detail what your connection or relationship was with INVESTPRO MANAGER LLC from August, 2015 through January 31, 2019.

**RESPONSE TO INTERROGATORY NO. 3:**

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer*



1 *Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe*  
2 *County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*,  
3 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Without waiving the  
4 foregoing, Defendant is/was a manager of INVESTPRO MANAGER LLC.

5 **INTERROGATORY NO. 4:**

6 Describe in detail what your duties and responsibilities were with INVESTPRO  
7 MANAGER LLC from August, 2015 through July 31, 2018.

8 **RESPONSE TO INTERROGATORY NO.4:**

9 Objection, this request seeks information irrelevant to the subject matter of this action  
10 and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer*  
11 *Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe*  
12 *County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*,  
13 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Without waving the  
14 foregoing, Defendant acted as a manager for INVESTPR MANAGER, LLC.

15 **INTERROGATORY NO. 5:**

16 Describe in detail any compensation or payment you received from INVESTPRO  
17 MANAGER LLC from August, 2015 through July 31, 2018.

18 **RESPONSE TO INTERROGATORY NO. 5:**

19 Objection, this question is overly broad and remote and, as such, is not calculated to lead  
20 to the discovery of information relevant to the subject matter of this action, nor to the discovery  
21 of admissible evidence. Discovery is sufficiently limited and specific in its directive where  
22 compliance to its terms would not be unreasonably burdensome. *See Diamond State Ins. Co. v.*  
23 *Rebel Oil Co.*, 157 F.R.D. 691,695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d  
24 1278, 1282 (9th Cir. 1976). Additionally, the question invades Defendant's right of privacy, is  
25 impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject  
26 matter of this action in that it seeks disclosure of personal and private information. *See Nesbit v.*  
27 *Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v.*  
28



1 *Rhinehart*, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy  
2 interests may be a basis for restricting discovery)).

3 Defendant's financial information is private and not relevant to the subject matter of this  
4 litigation. Moreover, the scope of the request is not reasonably limited to the subject matter of  
5 this litigation as it requests any compensation or payment throughout a three-year span without  
6 limitation to the profit allegedly earned as a result of the allegations made in the complaint.

7 **INTERROGATORY NO. 6:**

8 Set forth the name, complete address, and telephone number of each and every person  
9 who has any knowledge of the facts of this case and/or has any knowledge of the facts set forth  
10 in your answers to the above, and give a brief statement of their alleged knowledge, if not  
11 previously produced.

12 **RESPONSE TO INTERROGATORY NO. 6:**

13 Please see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to  
14 NRCp 16.1, and all supplements thereto.

15 **INTERROGATORY NO. 7:**

16 Describe in detail the due diligence search you made such as reviewing all relevant  
17 records to which you have access and/or by contacting all persons who potentially could have  
18 knowledge which would be required to give a complete and accurate answer to these  
19 interrogatories.

20 **RESPONSE TO INTERROGATORY NO. 7:**

21 Objection, this request potentially calls for disclosure of information that is protected by  
22 the attorney/client privilege or the work product doctrine. Defendant's interpretation of data  
23 presented or referred to and, as such, the question is argumentative, oppressive, and invades the  
24 attorney work product privilege. See *Sheets v. Super. Ct.*, 257 Cal. App. 2d 1, 9-11, 64 Cal. Rptr.  
25 753 (Cal. App. 2d 1967). Without waiving the foregoing, Defendant reviewed the pleadings on  
26 file and the documents and disclosures provided to date, which includes any expert disclosures.

27 **INTERROGATORY NO. 8:**

28 NO REQUEST MADE.



**RESPONSE TO INTERROGATORY NO. 8:**

N/A.

**INTERROGATORY NO. 9 (As Labeled by Plaintiff):**

Identify the person or persons or entities who participated or were involved in any way with in the creation, design and publication of Exhibit 1.

**RESPONSE TO INTERROGATORY NO. 9:**

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

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

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis  
MICHAEL B. LEE, ESQ. (NSB 10122)  
MICHAEL MATTHIS, ESQ. (NSB 14582)  
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Attorneys for Defendants



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LAS VEGAS, NEVADA 89104  
TEL – (702) 546-7055; FAX – (702) 825-4734

**CERTIFICATE OF MAILING**

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

BENJAMIN B. CHILDS, ESQ.  
318 S. Maryland Parkway  
Las Vegas, Nevada 89101  
Telephone: (702) 251-0000  
Email: [ben@benchilds.com](mailto:ben@benchilds.com)  
Attorneys for *Plaintiff*

/s/ Mindy Pallares

An employee of Michael B. Lee PC



MICHAEL B. LEE, ESQ. (NSB 10122)  
MICHAEL MATTHIS, ESQ. (NSB 14582)  
MICHAEL B. LEE, P.C.  
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Facsimile: (702) 825-4734  
[mike@mblnv.com](mailto:mike@mblnv.com)  
Attorneys for Defendants

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

W L A B INVESTMENT, LLC,  
  
Plaintiff,  
  
vs.

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

**DEFENDANT INVESTPRO**  
**INVESTMENTS I LLC'S RESPONSES TO**  
**PLAINTIFF'S FIRST SET OF**  
**INTERROGATORIES**

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

Defendants.

Defendant INVESTPRO INVESTMENTS I, LLC ("Investpro Investments I, LLC" or  
"Defendant"), by and through its counsel of record, MICHAEL B. LEE, P.C., in accordance with  
NRCP 33, provides its responses to Plaintiff's First Set of Interrogatories to INVESTPRO  
INVESTMENTS I, LLC as follows:

**PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

These answers are made solely for the purpose of this action. Each answer is subject to  
all appropriate objections (including, but not limited to, objections considering relevancy,



materiality, propriety, and admissibility), which would require the exclusion of any statement contained therein. All objections and grounds for objections are preserved and may be interposed at the time of Trial. Defendant has not yet completed its investigation of the facts relating to this action, has not completed discovery in this action, and has not completed preparation for Trial. Consequently, the following responses are given without prejudice to Defendant's right to supplement these responses.

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

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

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

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

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

### **DEFINITIONS**

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

////



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

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

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

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

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

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

25 **INTERROGATORY NO. 1:**

26 Describe in detail what your connection was with INVESTPRO INVESTMENTS  
27 FOUNDATION from August 15, 2015 through January 31, 2019.

28 ////



**RESPONSE TO INTERROGATORY NO. 1:**

Objection, the term “INVESTPRO INVESTMENTS FOUNDATION” is not defined and requires Defendant to speculate as to its meaning, which is improper. As such, Defendant is unable to provide a response to the request as written. To the extent that the request is clear, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

**INTERROGATORY NO. 2:**

Describe in detail what your connection was with Flipping Fund from August, 2015 through January 31, 2019.

**RESPONSE TO INTERROGATORY NO. 2:**

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

**INTERROGATORY NO. 3:**

Describe in detail what your connection or relationship was with INVESTPRO MANAGER LLC from August, 2015 through January 31, 2019.

**RESPONSE TO INTERROGATORY NO. 3:**

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

////



**INTERROGATORY NO. 4 (Erroneously labeled as Interrogatory No. 3):**

Identify in detail the assets and the amount of assets that were distributed when you dissolved.

**RESPONSE TO INTERROGATORY NO. 4 (Erroneously labeled as Interrogatory No. 3):**

Objection, this question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *See Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691,695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)). Additionally, the question invades Defendant's right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *See Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)). Defendant's financial information is private and not relevant to the subject matter of this litigation and cannot be had for the mere asking. Specifically, any division of assets upon Defendant's dissolution is irrelevant to the claims and allegations in this matter.

**INTERROGATORY NO. 5 (Erroneously labeled as Interrogatory No. 4):**

Identify in detail what assets each person or entity received when you dissolved.

**RESPONSE TO INTERROGATORY NO. 5 (Erroneously labeled as Interrogatory No. 4):**

*See* Response to Interrogatory No. 4.

**INTERROGATORY NO. 6 (Erroneously labeled as Interrogatory No. 5):**

Identify all sources of your revenue from August, 2015 through January 31, 2019.

**RESPONSE TO INTERROGATORY NO. 6 (Erroneously labeled as Interrogatory No. 5):**

Objection, this question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. Discovery is sufficiently limited and specific in its directive where



1 compliance to its terms would not be unreasonably burdensome. See *Diamond State Ins. Co. v.*  
2 *Rebel Oil Co.*, 157 F.R.D. 691,695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d  
3 1278, 1282 (9th Cir. 1976). Additionally, the question invades Defendant’s right of privacy, is  
4 impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject  
5 matter of this action in that it seeks disclosure of personal and private information. See *Nesbit v.*  
6 *Dep’t of Pub. Safety*, 283 F. App’x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v.*  
7 *Rhinehart*, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy  
8 interests may be a basis for restricting discovery)). Defendant’s financial information is private  
9 and not relevant to the subject matter of this litigation. Moreover, the scope of the request is not  
10 reasonably limited to the subject matter of this litigation as it requests any compensation or  
11 payment throughout a three-year span without limitation to the profit allegedly earned as a result  
12 of the allegations made in the complaint.

13 **INTERROGATORY NO. 7 (Erroneously labeled as Interrogatory No. 6):**

14 Set forth the complete name, address, and telephone number of all your agents,  
15 employees, and/or subcontractors who have reviewed, read, researched, and/or investigated any  
16 and all documents prepared and/or maintained which in any manner relates to the facts and  
17 allegations contained in the Amended Complaint filed herein.

18 **RESPONSE TO INTERROGATORY NO. 7 (Erroneously labeled as Interrogatory No. 6):**

19 Objection, a request seeking “all facts” and “all information related to each and every  
20 allegation” is facially burdensome. *In re MGM Mirage Sec. Litig.*, No. 2:09-CV-1558-GMN,  
21 2014 WL 6675732, at \*5 (D. Nev. Nov. 25, 2014); *Wynn Las Vegas v. Zoggolis*, No. 14-cv–  
22 157– MMD–VCF, 2014 WL 2772241, at \*3 (D. Nev. June 17, 2014) (Ferenbach, M.J.); *Switch*  
23 *Commc’ns Grp. v. Ballard*, No. 2:11-CV-00285-KJD, 2011 WL 3957434, at \*8 (D. Nev. Sept. 7,  
24 2011) (quoting *Steil v. Humana Kansas City, Inc.*, 1197 F.R.D. 445, 447 (D. Kan. 2000) “Steal  
25 [SIC] states that an interrogatory may reasonably ask for the material or principal facts which  
26 support a party’s contentions. “However, ‘to require specifically ‘each and every’ fact and  
27 application of law to fact ... would too often require a laborious, time-consuming analysis,  
28 search, and description of incidental, secondary, and perhaps irrelevant and trivial details.”)



“All-encompassing interrogatories which require the plaintiff to provide a detailed narrative of its entire case, including the identity every witness and document that supports each described fact. Courts have held that such “blockbuster” interrogatories are unduly burdensome on their face. See e.g. *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186–87 (D. Kan. 1997) and *Grynberg v. Total S.A.*, 2006 WL 1186836, \*6–7 (D. Colo. 2006).” *F.T.C. v. Ivy Capital, Inc.*, No. 2:11-CV-00283-JCM, 2012 WL 1883507, at \*9 (D. Nev. May 22, 2012).

The requested information is unduly burdensome and not likely to lead to discovery of admissible evidence. Additionally, the request is overly duplicative as all individuals known to have knowledge to the facts and circumstances alleged in the complaint have been previously disclosed. Without waiving the foregoing objections, see Defendants Initial list of Witnesses and Documents pursuant to NRCP 16.1, and all supplements thereto.

**INTERROGATORY NO. 8 (Erroneously labeled as Interrogatory No. 7):**

Set forth the name, complete address, and telephone number of each and every person who has any knowledge of the facts of this case and/or has any knowledge of the facts set forth in your answers to the above, and give a brief statement of their alleged knowledge, if not previously produced.

**RESPONSE TO INTERROGATORY NO. 8 (Erroneously labeled as Interrogatory No. 7):**

See Defendants Initial list of Witnesses and Documents pursuant to NRCP 16.1, and all supplements thereto.

**INTERROGATORY NO. 9 (Erroneously labeled as Interrogatory No. 8):**

Please identify yourself, including your separate business addresses and phone numbers and the names, addresses and phone numbers of all partners, shareholders, officers, directors, or other owners and managers.

**RESPONSE TO INTERROGATORY NO. 9 (Erroneously labeled as Interrogatory No. 8):**

Objection, this request is oppressive and burdensome as it requests information equally available to all parties. Specifically, Defendant was a limited liability company duly licensed in the State of Nevada and all requested information is equally accessible through Nevada Secretary of State, and already produced by Plaintiff. Moreover, the question invades Defendant’s right of



1 privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the  
2 subject matter of this action in that it seeks disclosure of personal and private information. See  
3 *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v.*  
4 *Rhinehart*, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy  
5 interests may be a basis for restricting discovery)). Without waiving the foregoing, Defendant is  
6 a dissolved company and therefore does not have business address, phone numbers, etc.

7 **INTERROGATORY NO. 10 (Erroneously labeled as Interrogatory No. 9):**

8 Describe in detail the due diligence search you made such as reviewing all relevant  
9 records to which you have access and/or by contacting all persons who potentially could have  
10 knowledge which would be required to give a complete and accurate answer to these  
11 interrogatories.

12 **RESPONSE TO INTERROGATORY NO.10 (Erroneously labeled as Interrogatory No. 9):**

13 Objection, this request potentially calls for disclosure of information that is protected by  
14 the attorney/client privilege or the work product doctrine. Defendant's interpretation of data  
15 presented or referred to and, as such, the question is argumentative, oppressive, and invades the  
16 attorney work product privilege. See *Sheets v. Super. Ct.*, 257 Cal. App. 2d 1, 9-11, 64 Cal. Rptr.  
17 753 (Cal. App. 2d 1967). Without waiving the foregoing, Defendant reviewed the pleadings on  
18 file and the documents and disclosures provided to date.

19 **INTERROGATORY NO. 11 (Erroneously labeled as Interrogatory No. 10):**

20 Identify the person or persons or entities who participated or were involved in any way  
21 with in the creation, design and publication of Exhibit 1.

22 **RESPONSE TO INTERROGATORY NO. 11 (Erroneously labeled as Interrogatory No.**  
23 **10):**

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



**INTERROGATORY NO. 12 (Erroneously labeled as Interrogatory No. 11):**

Identify all licenses you had from August, 2015 through January 31, 2019.

**RESPONSE TO INTERROGATORY NO. 12 (Erroneously labeled as Interrogatory No. 11):**

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

**INTERROGATORY NO. 13 (Erroneously labeled as Interrogatory No. 12):**

Set forth the complete name, address, and telephone number of all your agents, employees, and/or subcontractors from August, 2015 through January 31, 2019.

**RESPONSE TO INTERROGATORY NO. 13 (Erroneously labeled as Interrogatory No. 12):**

See Response to Interrogatory No.7 (Erroneously labeled as Interrogatory No. 6)

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

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis  
MICHAEL B. LEE, ESQ. (NSB 10122)  
MICHAEL MATTHIS, ESQ. (NSB 14582)  
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Attorneys for Defendants



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LAS VEGAS, NEVADA 89104  
TEL – (702) 546-7055; FAX – (702) 825-4734

**CERTIFICATE OF MAILING**

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

BENJAMIN B. CHILDS, ESQ.  
318 S. Maryland Parkway  
Las Vegas, Nevada 89101  
Telephone: (702) 251-0000  
Email: [ben@benchilds.com](mailto:ben@benchilds.com)  
Attorneys for *Plaintiff*

\_\_\_\_\_  
/s/ Mindy Pallares

An employee of Michael B. Lee PC



MICHAEL B. LEE, ESQ. (NSB 10122)  
MICHAEL MATTHIS, ESQ. (NSB 14582)  
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[mike@mblnv.com](mailto:mike@mblnv.com)  
Attorneys for Defendants

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

W L A B INVESTMENT, LLC,  
  
Plaintiff,  
  
vs.

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

**DEFENDANT INVESTPRO**  
**INVESTMENTS I, LLC RESPONSES TO**  
**PLAINTIFF'S FIRST SET OF REQUESTS**  
**FOR PRODUCTION OF DOCUMENTS**

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

Defendants.

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

**PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

These answers are made solely for the purpose of this action. Each answer is subject to  
all appropriate objections (including, but not limited to, objections considering relevancy,



1 materiality, propriety, and admissibility), which would require the exclusion of any statement  
2 contained therein. All objections and grounds for objections are preserved and may be  
3 interposed at the time of Trial. Defendant has not yet completed its investigation of the facts  
4 relating to this action, has not completed discovery in this action, and has not completed  
5 preparation for Trial. Consequently, the following responses are given without prejudice to  
6 Defendant's right to supplement these responses.

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

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

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

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

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

### 25 DEFINITIONS

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

28 ////



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

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

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

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

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

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

25 **REQUEST NO. 1:**

26 Produce all corporate documents pertaining to you, including, but not limited to, articles  
27 of incorporation, articles of organization, lists of officers, lists of managers, lists of members,  
28 charters, stockholder agreements, operating agreements, minutes of meetings, resolutions,



dissolutions, applications for fictitious firm names, statements of financial condition, and financial statements from August, 2015 through January 31, 2019.

**RESPONSE TO REQUEST NO. 1:**

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

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

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



**REQUEST NO. 2:**

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

**RESPONSE TO REQUEST NO. 2:**

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

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

**REQUEST NO. 3:**

Produce all documents of communications between yourself and INVESTPRO MANAGER LLC August, 2015 through January 31, 2019.



**RESPONSE TO REQUEST NO. 3:**

See Response to Request No. 2.

**REQUEST NO. 4:**

Produce any and all documents, including any and all financial records, relevant to, related to, or in any way pertinent to your dissolution.

**RESPONSE TO REQUEST NO.4:**

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

Additionally, the question invades Defendant's right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)).



The request is overly broad and unduly burdensome on its face as it requests each and every document related to Defendant's dissolution without any limitation. Further, it specifically requests financial documents that are private and not subject to disclosure for the mere asking. Ultimately, the dissolution documents are irrelevant to the claims and defense at issue in this litigation and is not likely to lead to the discovery of relevant evidence.

**REQUEST FOR ADMISSION NO. 5:**

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

**RESPONSE TO REQUEST NO. 5:**

See Response to Request No. 2.

**REQUEST NO. 6:**

Produce a list of all investors in you, or managed by you from August, 2015 through January 31, 2019.

**RESPONSE TO REQUEST NO. 6:**

See Response to Request No. 2. Additionally, the question invades Defendant's right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)).

**REQUEST NO. 7:**

Produce copies of any and all documents for any and all loans and payments made to or by you from August, 2015 through January 31, 2019.

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**RESPONSE TO REQUEST NO. 7:**

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

Additionally, the question invades Defendant’s right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep’t of Pub. Safety*, 283 F. App’x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)).

This request seeks private financial information that is not relevant to the subject matter of this litigation, nor is it likely to lead to the discovery of admissible evidence. The request is not limited to the Subject Property or the allegations made in the Complaint and is therefore overbroad and unduly burdensome.

**REQUEST NO. 8:**

Produce copies of any licenses held by you from August, 2015 through January 31, 2019.



**RESPONSE TO REQUEST NO. 8:**

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

Additionally, the question invades Defendant’s right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep’t of Pub. Safety*, 283 F. App’x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)).

This request seeks private financial information that is not relevant to the subject matter of this litigation, nor is it likely to lead to the discovery of admissible evidence. The request is not limited to the Subject Property or the allegations made in the Complaint and is therefore overbroad and unduly burdensome.

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**REQUEST NO. 9:**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and MAN CHAU CHENG, from August, 2015 through January 31, 2019.

**RESPONSE TO REQUEST NO. 9:**

See Response to Request No. 2.

**REQUEST NO. 10:**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and JOYCE A. NICKRANDT from August, 2015 through January 31, 2019.

**RESPONSE TO REQUEST NO. 10:**

See Response to Request No. 2.

**REQUEST NO. 11:**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and TKNR, INC. from August, 2015 through January 31, 2019.

**RESPONSE TO REQUEST NO. 11:**

See Response to Request No. 2.

**REQUEST NO. 12:**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices etc between yourself and CHI ON WONG aka CHI KUEN WONG from August, 2015 through January 31, 201.

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**RESPONSE TO REQUEST NO. 12:**

See Response to Request No. 2.

Defendant reserves the right to amend and supplement the following responses as provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis

MICHAEL B. LEE, ESQ. (NSB 10122)  
MICHAEL MATTHIS, ESQ. (NSB 14582)  
1820 East Sahara Avenue, Suite 110  
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Tel: 702.477.7030  
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Attorneys for Defendants



MICHAEL B. LEE, P.C.  
1820 E. SAHARA AVENUE, SUITE 110  
LAS VEGAS, NEVADA 89104  
TEL – (702) 546-7055; FAX – (702) 825-4734

**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of  
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **PLAINTIFF'S**  
**DEFENDANT INVESTPRO INVESTMENTS I, LLC RESPONSES TO PLAINTIFF'S**  
**FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS** was served via the  
Court's electronic filing and/or service system and/or via facsimile and/or U.S. Mail first class  
postage pre-paid to all parties addressed as follows:

BENJAMIN B. CHILDS, ESQ.  
Nevada State Bar No. 3946  
318 S. Maryland Parkway  
Las Vegas, Nevada 89101  
Telephone: (702) 251-0000  
Email: [ben@benchilds.com](mailto:ben@benchilds.com)  
Attorneys for *Plaintiff*

/s/ Mindy Pallares

An employee of Michael B. Lee PC



MICHAEL B. LEE, P.C.  
1820 E. SAHARA AVENUE, SUITE 110  
LAS VEGAS, NEVADA 89104  
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MICHAEL B. LEE, ESQ.  
Nevada State Bar No. 10122  
MICHAEL MATTHIS, ESQ.  
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[mike@mblnv.com](mailto:mike@mblnv.com)  
Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and  
CHI ON WONG aka CHI KUEN WONG, an  
individual, and KENNY ZHONG LIN, aka  
KEN ZHONG LIN aka KENNETH ZHONG  
LIN aka WHONG K. LIN aka CHONG  
KENNY LIN aka ZHONG LIN, an  
individual, and LIWE HELEN CHEN aka  
HELEN CHEN, an individual and YAN QIU  
ZHANG, an individual, and INVESTPRO  
LLC dba INVESTPRO REALTY, a Nevada  
Limited Liability Company, and MAN  
CHAU CHENG, an individual, and JOYCE  
A. NICKRANDT, an individual, and  
INVESTPRO INVESTMENTS LLC, a  
Nevada Limited Liability Company, and  
INVESTPRO MANAGER LLC, a Nevada  
Limited Liability Company and JOYCE A.  
NICKRANDT, an individual and Does 1  
through 15 and Roe Corporation I - XXX,

Defendants.

CASE NO.: A-18-785917-C  
DEPT. NO.: XIV

**DEFENDANT INVESTPRO LLC, dba  
INVESTPRO REALTY'S RESPONSES TO  
PLAINTIFF'S FIRST SET OF REQUESTS  
FOR PRODUCTION OF DOCUMENTS**

Defendant INVESTPRO LLC dba INVESTPRO REALTY ("Realty" or "Defendant"), by  
and through their counsel of record, MICHAEL B. LEE, P.C., in accordance with NRCP 34,  
provides its responses to Plaintiff's First Set of Interrogatories to INVESTPRO LLC dba  
INVESTPRO REALTY as follows:

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**PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

These answers are made solely for the purpose of this action. Each answer is subject to all appropriate objections (including, but not limited to, objections considering relevancy, materiality, propriety, and admissibility), which would require the exclusion of any statement contained therein. All objections and grounds for objections are preserved and may be interposed at the time of Trial. Defendant has not yet completed its investigation of the facts relating to this action, has not completed discovery in this action, and has not completed preparation for Trial. Consequently, the following responses are given without prejudice to Defendant's right to supplement these responses.

Defendant objects to Defendant's Requests on the basis that the definitions, explanatory notes and instructions are so complex, numerous and burdensome that they create an unreasonable and undue burden upon Defendant. In addition, the definitions, explanatory notes and instructions cause the Interrogatories to reach an objectionable breadth, ambiguity, complexity and vagueness, and call for information and/or documents which are irrelevant, not calculated to lead to the discovery of admissible evidence, protected by the attorney-client privilege or attorney work-product doctrine, and are beyond the permissible scope of discovery.

Defendant further objects to any Request that seeks any information protected by the attorney-client privilege, or the attorney work-product doctrine.

Defendant further objects to any Request that seeks any information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

No response, nor subsequent response, constitutes a waiver of any other objection pursuant to these Responses, or to other similar responses or requests that may be propounded at a later time.

Nothing contained herein is intended to be nor should be considered as a waiver of the attorney-client privilege or attorney work-product privilege or any other applicable privilege or doctrine.

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## DEFINITIONS

A. “Vague and ambiguous” is defined to mean: Defendant objects on the basis that the Request to Produce documents is vague, uncertain, and ambiguous.

B. “Overly broad” is defined to mean: Defendant objects on the basis that the Request to Produce documents is overly broad and calls for an expansive potential breadth of information that is unreasonable in scope and parameter.

C. “Irrelevant” is defined to mean: Defendant objects on the basis that the Request to Produce documents requests information irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

D. “Burdensome” is defined to mean: Defendant objects on the basis that the Request to Produce documents is so broad and uncertain that it creates an unreasonable and undue burden. “Burdensome” is also defined to mean that Defendant objects to the Request because the information sought is more readily available through some other, more convenient, less burdensome, and less expensive source or discovery procedure. See Rule 26(b)(1) of the Nevada Rules of Civil Procedure.

E. “Privileged” is defined to mean: Defendant objects on the basis that the Request to Produce documents calls for information that is (1) protected by the work product doctrine; (2) protected by the attorney/client privilege; (3) protected because it consists, in whole or in part, of trial preparation materials and/or documents containing mental impressions, conclusions, opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of the Nevada Rules of Civil Procedure; and/or (5) protected under any other valid privilege.

F. The phrase “Without waiving the foregoing objections”, or words having similar effect, is defined to mean: while Defendant will produce information in response to the Request, the information sought by the Request that is covered by either a specific or general objection will not be produced.

Subject to the general objections made above, Defendant responds to each Request as follows:

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**REQUEST NO. 1:**

Produce documents for all repairs, repair order, alterations, maintenance, or improvements made to the Subject Property from September, 2015 through July, 2018.

**RESPONSE TO REQUEST NO. 1:**

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Without waiving the foregoing objections, see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF 0020-025; DEF4000329. Plaintiff can also subpoena information from third parties. As discovery is ongoing, Defendant reserves the right to supplement this response should more documents be obtained.

**REQUEST NO. 2:**

Produce documents for all rentals, rental agreements, and leases for the Subject Property from September, 2015 through July, 2018.

**RESPONSE TO REQUEST NO. 2:**

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at \*5



(D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property pursuant to the Residential Purchase Agreement dated September 5, 2017, including the addendums attached thereto. See Defendants' Initial List of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all attachments thereto, at DEF4000354-366. Some of the requested document should already be in the possession of Plaintiff.

**REQUEST NO. 3:**

Produce documents for all income received from rental of the Subject Property from September, 2015 through July, 2018.

**RESPONSE TO REQUEST NO. 3:**

See Response to Request No. 2.

Additionally, the question invades Defendant's right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)). Some of the requested document should already be in the possession of Plaintiff.

**REQUEST NO. 4:**

Produce documentation for all expenses paid associated with the Subject Property from September, 2015 through July, 2018.

////



**RESPONSE TO REQUEST NO. 4:**

See Response to Request No. 3.

Without waiving the foregoing objections, see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF 0020-025; DEF4000329. As discovery is on-going, Defendant reserves the right to supplement this response should more documents be obtained.

**REQUEST FOR ADMISSION NO. 5:**

Produce all correspondence associated with the Subject Property from September, 2015 through July, 2018.

**RESPONSE TO REQUEST NO. 5:**

See Response to Request No. 2.

Additionally, the request is unduly burdensome in-as-much-as it requests information equally available to Plaintiff. Any correspondence relevant to the claims and defenses asserted in this action are between Plaintiff and Defendants, illustrating that Plaintiff has equal access to the correspondence it was a party to.

Without waiving the foregoing objections, see Plaintiff's 16.1 Early Case Conference Disclosures at pp. 17-19; see also Defendants' Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF4000340; DEF4000353.

**REQUEST NO. 6:**

Produce all organizational documents pertaining to you, including, but not limited to, articles of organization, lists of officers, lists of managers, lists of members, charters, operating agreements, minutes of meetings, resolutions, dissolutions, applications for fictitious firm names, statements of financial condition, and financial statements from August, 2015 through July 31, 2018.

**RESPONSE TO REQUEST NO. 6:**

See Response to Request No. 2.

Additionally, the question invades Defendant's right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this



1 action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub.*  
2 *Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20,  
3 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for  
4 restricting discovery)).

5 **REQUEST NO. 7:**

6 Produce all documents of any description whatsoever including, but not limited to,  
7 communications, contracts, agreements, instructions, payments, checks, invoices, etc. between  
8 yourself and Kenny Lin concerning, relevant to, or pertinent to the Subject Property from  
9 August, 2015 through January 31, 2019.

10 **RESPONSE TO REQUEST NO. 7:**

11 Objection, the question is overly broad and remote and, as such, is not calculated to lead  
12 to the discovery of information relevant to the subject matter of this action, nor to the discovery  
13 of admissible evidence. An overly broad discovery request lacks specificity as to time, place,  
14 and/or subject matter being requested. Discovery is sufficiently limited and specific in its  
15 directive where compliance to its terms would not be unreasonably burdensome. *Diamond State*  
16 *Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*,  
17 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr.  
18 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad  
19 that it was impossible to determine what amongst numerous documents fell within the scope of  
20 the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at \*5  
21 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21,  
22 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A  
23 discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term  
24 such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range  
25 of documents or information. *Id.*

26 Additionally, the question invades Defendant's right of privacy, is impermissibly  
27 overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this  
28 action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub.*



1 *Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20,  
2 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for  
3 restricting discovery)).

4 This request seeks “all documents of any description whatsoever” over a span of nearly  
5 four years. Compliance with the request would be unduly burdensome based on the overbreadth  
6 of the request and is not balanced to the needs of the case or the scope of the claims and defense  
7 at issue. Also, the request for private financial information invades the right of privacy and is  
8 not relevant to the subject matter of this litigation, nor is it likely to lead to the discovery of  
9 admissible evidence.

10 **REQUEST NO. 8:**

11 Produce all documents of any description whatsoever including, but not limited to,  
12 communications, contracts, agreements, instructions, payments, checks, invoices, etc. between  
13 yourself and INVESTPRO INVESTMENTS I LLC concerning, relevant to, or pertinent to the  
14 Subject Property from August, 2015 through January 31, 2019.

15 **RESPONSE TO REQUEST NO. 8:**

16 See Response to Request No. 7.

17 **REQUEST NO. 9:**

18 Produce all documents of any description whatsoever including, but not limited to,  
19 communications, contracts, agreements, instructions, payments, checks, invoices, etc between  
20 yourself and CHI ON WONG aka CHI KUEN WONG concerning, relevant to, or pertinent to  
21 the Subject Property from August, 2015 through July 31, 2018.

22 **RESPONSE TO REQUEST NO. 9:**

23 See Response to Request No. 7.

24 **REQUEST NO. 10:**

25 Produce all documents of any description whatsoever including, but not limited to,  
26 communications, contracts, agreements, instructions, payments, checks, invoices, etc between  
27 yourself and TKNR, Inc concerning, relevant to, or pertinent to the Subject Property from  
28 August, 2015 through July 31, 2018.



**RESPONSE TO REQUEST NO. 10**

See Response to Request No. 7.

**REQUEST NO. 11 (Erroneously labeled No. 10):**

Produce any and all documents including, but not limited to, invoices, correspondence, payments, checks, vouchers, receipts, contracts, etc for any professional fees or services performed for or by any accountants, certified public accountants, bookkeepers, billing services, attorneys, paralegals, private investigators, real estate agents, real estate brokers, realtors, agents, title companies, escrow companies, salespersons, or similar people or entities, concerning, relevant to, or pertinent to the Subject Property from August, 2015 through July 31, 2018.

**RESPONSE TO REQUEST NO. 11 (Erroneously labeled No. 10):**

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Also, the request specifically seeks “any and all documents [...] for or by [...] attorneys, paralegals,” which is subject to attorney-client privilege and is not discoverable.

Moreover, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at \*5 (D. Nev. Feb. 6, 2014) affd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21,



2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range of documents or information. *Id.*

Further, the request is unduly burdensome in-as-much-as it requests information equally available to Plaintiff. Any requested information relevant to the claims and defenses asserted in this action relate to the sale of the Subject Property to Plaintiff, some of which has already been disclosed in this litigation by both Plaintiff and Defendant, indicating that Plaintiff has equal access to those documents. See Plaintiff’s 16.1 Early Case Conference Disclosures at pp. 25-60; see also Defendants’ Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF0002-019; DEF4000330-339; DEF4000354-366.

**REQUEST NO. 12 (Erroneously labeled No. 11):**

Produce copies of any licenses held by you from August, 2015 through July 31, 2018.

**RESPONSE TO REQUEST NO. 12 (Erroneously labeled No. 11):**

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Moreover, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of



the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at \*5 (D. Nev. Feb. 6, 2014) *aff'd*, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range of documents or information. *Id.*

**REQUEST NO. 13 (Erroneously labeled No. 12):**

Produce copies of any and all documents for any and all repairs, maintenance, or improvements of any kind made to the Subject Property from August, 2015 through July, 2018.

**RESPONSE TO REQUEST NO. 13 (Erroneously labeled No. 12):**

See Response to Request No. 1.

**REQUEST NO. 14 (Erroneously labeled No. 13):**

Produce copies of any and all documents for any and all management agreements or contracts of any kind for the management of the Subject Property from August, 2015 through July, 2018.

**RESPONSE TO REQUEST NO. 14 (Erroneously labeled No. 13):**

See Response to Request No. 2.

**REQUEST NO. 15 (Erroneously labeled No. 14):**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and MAN CHAU CHENG WONG concerning, relevant to, or pertinent to the Subject Property from August, 2015 through July 31, 2018.

**RESPONSE TO REQUEST NO. 15 (Erroneously labeled No. 14):**

See Response to Request No. 7.

**REQUEST NO. 16 (Erroneously labeled No. 15):**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between



yourself and JOYCE A. NICKRANDT WONG concerning, relevant to, or pertinent to the Subject Property from August, 2015 through January 31, 201.

**RESPONSE TO REQUEST NO. 16 (Erroneously labeled No. 15):**

See Response to Request No. 7.

**REQUEST NO. 17 (Erroneously labeled No. 16):**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and CHI ON WONG aka CHI KUEN WONG from August, 2015 through July 31, 201.

**RESPONSE TO REQUEST NO. 17 (Erroneously labeled No. 16):**

See Response to Request No. 7.

**REQUEST NO. 18 (Erroneously labeled No. 17):**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and LIWE HELEN CHEN aka HELEN CHEN from August, 2015 through July 31, 2018.

**RESPONSE TO REQUEST NO. 18 (Erroneously labeled No. 17):**

See Response to Request No. 7.

Defendant reserves the right to amend and supplement the following responses as provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis  
MICHAEL B. LEE, ESQ. (NSB 10122)  
MICHAEL MATTHIS, ESQ. (NSB 14582)  
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Attorneys for Defendants



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LAS VEGAS, NEVADA 89104  
TEL – (702) 546-7055; FAX – (702) 825-4734

**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of  
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **DEFENDANT**  
**INVSTPRO LLC, dba INVESTPRO REALTY'S RESPONSES TO PLAINTIFF'S FIRST**  
**SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS** was served via the Court's  
electronic filing and/or service system and/or via facsimile and/or U.S. Mail first class postage  
pre-paid to all parties addressed as follows:

BENJAMIN B. CHILDS, ESQ.  
Nevada State Bar No. 3946  
318 S. Maryland Parkway  
Las Vegas, Nevada 89101  
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Attorneys for *Plaintiff*

/s/ Mindy Pallares

\_\_\_\_\_  
An employee of Michael B. Lee PC



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Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and  
CHI ON WONG aka CHI KUEN WONG, an  
individual, and KENNY ZHONG LIN, aka  
KEN ZHONG LIN aka KENNETH ZHONG  
LIN aka WHONG K. LIN aka CHONG  
KENNY LIN aka ZHONG LIN, an  
individual, and LIWE HELEN CHEN aka  
HELEN CHEN, an individual and YAN QIU  
ZHANG, an individual, and INVESTPRO  
LLC dba INVESTPRO REALTY, a Nevada  
Limited Liability Company, and MAN  
CHAU CHENG, an individual, and JOYCE  
A. NICKRANDT, an individual, and  
INVESTPRO INVESTMENTS LLC, a  
Nevada Limited Liability Company, and  
INVESTPRO MANAGER LLC, a Nevada  
Limited Liability Company and JOYCE A.  
NICKRANDT, an individual and Does 1  
through 15 and Roe Corporation I - XXX,

Defendants.

CASE NO.: A-18-785917-C  
DEPT. NO.: XIV

**DEFENDANT CHI ON WONG aka CHI  
KUEN WONG'S RESPONSES TO  
PLAINTIFF'S FIRST SET OF REQUESTS  
FOR PRODUCTION OF DOCUMENTS**

Defendant CHI ON WONG aka CHI KUEN WONG ("Wong" or "Defendant"), by and  
through his counsel of record, MICHAEL B. LEE, P.C., in accordance with NRCP 34, responds to  
Plaintiff's First Request for Production of Documents to CHI ON WONG aka CHI KUEN  
WONG as follows:

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**PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

These answers are made solely for the purpose of this action. Each answer is subject to all appropriate objections (including, but not limited to, objections considering relevancy, materiality, propriety, and admissibility), which would require the exclusion of any statement contained therein. All objections and grounds for objections are preserved and may be interposed at the time of Trial. Defendant has not yet completed its investigation of the facts relating to this action, has not completed discovery in this action, and has not completed preparation for Trial. Consequently, the following responses are given without prejudice to Defendant's right to supplement these responses.

Defendant objects to Defendant's Requests on the basis that the definitions, explanatory notes and instructions are so complex, numerous and burdensome that they create an unreasonable and undue burden upon Defendant. In addition, the definitions, explanatory notes and instructions cause the Interrogatories to reach an objectionable breadth, ambiguity, complexity and vagueness, and call for information and/or documents which are irrelevant, not calculated to lead to the discovery of admissible evidence, protected by the attorney-client privilege or attorney work-product doctrine, and are beyond the permissible scope of discovery.

Defendant further objects to any Request that seeks any information protected by the attorney-client privilege, or the attorney work-product doctrine.

Defendant further objects to any Request that seeks any information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

No response, nor subsequent response, constitutes a waiver of any other objection pursuant to these Responses, or to other similar responses or requests that may be propounded at a later time.

Nothing contained herein is intended to be nor should be considered as a waiver of the attorney-client privilege or attorney work-product privilege or any other applicable privilege or doctrine.

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## DEFINITIONS

A. “Vague and ambiguous” is defined to mean: Defendant objects on the basis that the Request to Produce documents is vague, uncertain, and ambiguous.

B. “Overly broad” is defined to mean: Defendant objects on the basis that the Request to Produce documents is overly broad and calls for an expansive potential breadth of information that is unreasonable in scope and parameter.

C. “Irrelevant” is defined to mean: Defendant objects on the basis that the Request to Produce documents requests information irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

D. “Burdensome” is defined to mean: Defendant objects on the basis that the Request to Produce documents is so broad and uncertain that it creates an unreasonable and undue burden. “Burdensome” is also defined to mean that Defendant objects to the Request because the information sought is more readily available through some other, more convenient, less burdensome, and less expensive source or discovery procedure. See Rule 26(b)(1) of the Nevada Rules of Civil Procedure.

E. “Privileged” is defined to mean: Defendant objects on the basis that the Request to Produce documents calls for information that is (1) protected by the work product doctrine; (2) protected by the attorney/client privilege; (3) protected because it consists, in whole or in part, of trial preparation materials and/or documents containing mental impressions, conclusions, opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of the Nevada Rules of Civil Procedure; and/or (5) protected under any other valid privilege.

F. The phrase “Without waiving the foregoing objections”, or words having similar effect, is defined to mean: while Defendant will produce information in response to the Request, the information sought by the Request that is covered by either a specific or general objection will not be produced.

Subject to the general objections made above, Defendant responds to each Request as follows:

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**REQUEST NO. 1:**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and Kenny Lin between August, 2015 and July 31, 2018.

**RESPONSE TO REQUEST NO. 1:**

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at \*5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property. A request for any and all documents over such a sustained period of time that is not limited to any specific subject matter is unreasonable and unduly burdensome.

**REQUEST NO. 2:**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between



1 yourself and INVESTPRO MANAGER LLC, including to any of its agents and employees,  
2 between August, 2015 and December 31, 2017.

3 **RESPONSE TO REQUEST NO. 2:**

4 See Response to Request No. 1.

5 **REQUEST NO. 3:**

6 Produce all documents of any description whatsoever including, but not limited to,  
7 communications, contracts, agreements, instructions, payments, checks, invoices, etc between  
8 yourself and JOYCE A. NICKRANDT, including to any of its agents and employees, between  
9 August, 2015 and December 31, 2017.

10 **RESPONSE TO REQUEST NO. 3:**

11 See Response to Request No. 1.

12 **REQUEST NO. 4:**

13 Produce all documents of any description whatsoever including, but not limited to,  
14 communications, contracts, agreements, instructions, payments, checks, invoices, etc between  
15 yourself and INVESTPRO INVESTMENTS I, LLC, including to any of its agents and  
16 employees, between August, 2015 and December 31, 2017.

17 **RESPONSE TO REQUEST NO. 4:**

18 See Response to Request No. 1.

19 **REQUEST FOR ADMISSION NO. 5:**

20 Produce all documents of any description whatsoever including, but not limited to,  
21 communications, contracts, agreements, instructions, payments, checks, invoices, etc between  
22 yourself and INVESTPRO MANAGER LLC, including to any of its agents and employees,  
23 between June, 2015 and December 31, 2017.

24 **RESPONSE TO REQUEST NO. 5:**

25 See Response to Request No. 1.

26 **REQUEST NO. 6:**

27 Produce all communications between yourself and LIWE HELEN CHEN aka HELEN  
28 CHEN between June, 2015 and December 31, 2017.



**RESPONSE TO REQUEST NO. 6:**

See Response to Request No. 1.

**REQUEST NO. 7:**

Produce all listing agreements or sales contracts, with all associated exhibits and amendments, you signed for the sale of the Subject Property from August 1, 2015 through December 31, 2017.

**RESPONSE TO REQUEST NO. 7:**

Objection, the question is unduly burdensome and as it seeks information that is equally available to Plaintiff. Without waiving the foregoing, all responsive documents have either been produced in this litigation by Plaintiff and/or Defendant or are equally available to Defendant. See Plaintiff's 16.1 Early Case Conference Disclosures at pp. 25-60; see also Defendants Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, at DEF 0002-019; DEF3000089-0134; DEF4000330-0339; DEF4000341; DEF4000354-0366.

**REQUEST NO. 8:**

Produce any and all documents including, but not limited to, invoices, correspondence, payments, checks, vouchers, receipts, contracts, etc for any professional fees or services performed for or by any accountants, certified public accountants, bookkeepers, billing services, attorneys, paralegals, private investigators, real estate agents, real estate brokers, realtors, agents, title companies, escrow companies, salespersons, or similar people or entities, relating or pertinent to the Subject Property, from August, 2015 through December 31, 2017.

**RESPONSE TO REQUEST NO. 8:**

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Without waiving the foregoing objections, see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF 0020-024.



Defendant is in the process of filing crossclaims against THE AIR TEAM, LLC d/b/a The Air Team Heating & Cooling and anticipates obtaining more documents in responsive to this request. As discovery is on-going, Defendant reserves the right to supplement this response should more documents be obtained.

**REQUEST NO. 9:**

Produce all documents relevant or pertinent to your investment in TKNR, INC.

**RESPONSE TO REQUEST NO. 9:**

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Additionally, the question invades Defendant's right of privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)).

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**REQUEST NO. 10:**

Produce all documents relevant or pertinent to your ownership of any interest in TKNR, INC.

**RESPONSE TO REQUEST NO. 10:**

See Response to Request No. 9.

Defendant reserves the right to amend and supplement the following responses as provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis  
MICHAEL B. LEE, ESQ. (NSB 10122)  
MICHAEL MATTHIS, ESQ. (NSB 14582)  
1820 East Sahara Avenue, Suite 110  
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Attorneys for Defendants



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1820 E. SAHARA AVENUE, SUITE 110  
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TEL – (702) 546-7055; FAX – (702) 825-4734

**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of  
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **DEFENDANT**  
**CHI ON WONG aka CHI KUEN WONG'S RESPONSES TO PLAINTIFF'S FIRST SET**  
**OF REQUESTS FOR PRODUCTION OF DOCUMENTS** was served via the Court's  
electronic filing and/or service system and/or via facsimile and/or U.S. Mail first class postage  
pre-paid to all parties addressed as follows:

BENJAMIN B. CHILDS, ESQ.  
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Attorneys for *Plaintiff*

/s/ Mindy Pallares

An employee of Michael B. Lee PC



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Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and  
CHI ON WONG aka CHI KUEN WONG, an  
individual, and KENNY ZHONG LIN, aka  
KEN ZHONG LIN aka KENNETH ZHONG  
LIN aka WHONG K. LIN aka CHONG  
KENNY LIN aka ZHONG LIN, an  
individual, and LIWE HELEN CHEN aka  
HELEN CHEN, an individual and YAN QIU  
ZHANG, an individual, and INVESTPRO  
LLC dba INVESTPRO REALTY, a Nevada  
Limited Liability Company, and MAN  
CHAU CHENG, an individual, and JOYCE  
A. NICKRANDT, an individual, and  
INVESTPRO INVESTMENTS LLC, a  
Nevada Limited Liability Company, and  
INVESTPRO MANAGER LLC, a Nevada  
Limited Liability Company and JOYCE A.  
NICKRANDT, an individual and Does 1  
through 15 and Roe Corporation I - XXX,

Defendants.

CASE NO.: A-18-785917-C  
DEPT. NO.: XIV

**DEFENDANT INVESTPRO MANAGER,  
LLC'S RESPONSES TO PLAINTIFF'S  
SECOND SET OF REQUESTS FOR  
PRODUCTION OF DOCUMENTS**

Defendant INVESTPRO MANAGER, LLC ("Manager" or "Defendant"), by and through  
their counsel of record, MICHAEL B. LEE, P.C., in accordance with NRCP 34, responds to  
Plaintiff's Second Set of Request for Production of Documents to INVESTPRO MANAGER,  
LLC as follows:

///

///



**PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

These answers are made solely for the purpose of this action. Each answer is subject to all appropriate objections (including, but not limited to, objections considering relevancy, materiality, propriety, and admissibility), which would require the exclusion of any statement contained therein. All objections and grounds for objections are preserved and may be interposed at the time of Trial. Defendant has not yet completed its investigation of the facts relating to this action, has not completed discovery in this action, and has not completed preparation for Trial. Consequently, the following responses are given without prejudice to Defendant's right to supplement these responses.

Defendant objects to Defendant's Requests on the basis that the definitions, explanatory notes and instructions are so complex, numerous and burdensome that they create an unreasonable and undue burden upon Defendant. In addition, the definitions, explanatory notes and instructions cause the Interrogatories to reach an objectionable breadth, ambiguity, complexity and vagueness, and call for information and/or documents which are irrelevant, not calculated to lead to the discovery of admissible evidence, protected by the attorney-client privilege or attorney work-product doctrine, and are beyond the permissible scope of discovery.

Defendant further objects to any Request that seeks any information protected by the attorney-client privilege, or the attorney work-product doctrine.

Defendant further objects to any Request that seeks any information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

No response, nor subsequent response, constitutes a waiver of any other objection pursuant to these Responses, or to other similar responses or requests that may be propounded at a later time.

Nothing contained herein is intended to be nor should be considered as a waiver of the attorney-client privilege or attorney work-product privilege or any other applicable privilege or doctrine.

///



## DEFINITIONS

A. “Vague and ambiguous” is defined to mean: Defendant objects on the basis that the Request to Produce documents is vague, uncertain, and ambiguous.

B. “Overly broad” is defined to mean: Defendant objects on the basis that the Request to Produce documents is overly broad and calls for an expansive potential breadth of information that is unreasonable in scope and parameter.

C. “Irrelevant” is defined to mean: Defendant objects on the basis that the Request to Produce documents requests information irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

D. “Burdensome” is defined to mean: Defendant objects on the basis that the Request to Produce documents is so broad and uncertain that it creates an unreasonable and undue burden. “Burdensome” is also defined to mean that Defendant objects to the Request because the information sought is more readily available through some other, more convenient, less burdensome, and less expensive source or discovery procedure. See Rule 26(b)(1) of the Nevada Rules of Civil Procedure.

E. “Privileged” is defined to mean: Defendant objects on the basis that the Request to Produce documents calls for information that is (1) protected by the work product doctrine; (2) protected by the attorney/client privilege; (3) protected because it consists, in whole or in part, of trial preparation materials and/or documents containing mental impressions, conclusions, opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of the Nevada Rules of Civil Procedure; and/or (5) protected under any other valid privilege.

F. The phrase “Without waiving the foregoing objections”, or words having similar effect, is defined to mean: while Defendant will produce information in response to the Request, the information sought by the Request that is covered by either a specific or general objection will not be produced.

Subject to the general objections made above, Defendant responds to each Request as follows:

///



**REQUEST NO. 20:**

Produce all corporate documents pertaining to you, including, but not limited to, articles of incorporation, articles of organization, lists of officers, lists of managers, lists of members, charters, stockholder agreements, operating agreements, minutes of meetings, resolutions, dissolutions, applications for fictitious firm names, statements of financial condition, and financial statements from August, 2015 through January 31, 2019.

**RESPONSE TO REQUEST NO. 20:**

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Additionally, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at \*5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*



Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property. The overbreadth of the request, coupled with the lack of relevancy of the information, renders compliance unduly burdensome and not reasonable in light of the needs of the case related to the claims and defenses at issue.

**REQUEST NO. 21:**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and Kenny Lin from August, 2015 through January 31, 2019.

**RESPONSE TO REQUEST NO. 21:**

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at \*5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property. A request for any and all documents over such



1 a sustained period of time that is not limited to any specific subject matter is unreasonable and  
2 unduly burdensome.

3 **REQUEST NO. 22:**

4 Produce all documents of any description whatsoever including, but not limited to,  
5 communications, contracts, agreements, instructions, payments, checks, invoices, etc between  
6 yourself and INVESTPRO INVESTMENTS I LLC August, 2015 through January 31, 2019.

7 **RESPONSE TO REQUEST NO. 22:**

8 See Response to Request No. 21.

9 **REQUEST NO. 23:**

10 Produce all documents of any description whatsoever including, but not limited to,  
11 communications, contracts, agreements, instructions, payments, checks, invoices, etc between  
12 yourself and CHI ON WONG aka CHI KUEN WONG from August, 2015 through July 31,  
13 2019.

14 **RESPONSE TO REQUEST NO. 23:**

15 See Response to Request No. 21.

16 **REQUEST FOR ADMISSION NO. 24:**

17 Produce any and all documents including, but not limited to, invoices, correspondence,  
18 payments, checks, vouchers, receipts, contracts, etc for any professional fees or services  
19 performed for or by any accountants, certified public accountants, bookkeepers, billing services,  
20 attorneys, paralegals, private investigators, real estate agents, real estate brokers, realtors, agents,  
21 title companies, escrow companies, salespersons, or similar people or entities, from August,  
22 2015 through January 31, 2019.

23 **RESPONSE TO REQUEST NO. 24:**

24 Objection, this request seeks information irrelevant to the subject matter of this action  
25 and not reasonably calculated to lead to the discovery of admissible evidence. See *Oppenheimer*  
26 *Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe*  
27 *County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*,  
28 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Also, the request



1 specifically seeks “any and all documents [...] for or by [...] attorneys, paralegals,” which is  
2 subject to attorney-client privilege and is not discoverable.

3 Moreover, the question is overly broad and remote and, as such, is not calculated to lead  
4 to the discovery of information relevant to the subject matter of this action, nor to the discovery  
5 of admissible evidence. An overly broad discovery request lacks specificity as to time, place,  
6 and/or subject matter being requested. Discovery is sufficiently limited and specific in its  
7 directive where compliance to its terms would not be unreasonably burdensome. *Diamond State*  
8 *Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*,  
9 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr.  
10 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad  
11 that it was impossible to determine what amongst numerous documents fell within the scope of  
12 the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at \*5  
13 (D. Nev. Feb. 6, 2014) aff’d, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21,  
14 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A  
15 discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term  
16 such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range  
17 of documents or information. *Id.*

18 Further, the request is unduly burdensome in-as-much-as it requests information equally  
19 available to Plaintiff. Any requested information relevant to the claims and defenses asserted in  
20 this action relate to the sale of the Subject Property to Plaintiff, some of which has already been  
21 disclosed in this litigation by both Plaintiff and Defendant, indicating that Plaintiff has equal  
22 access to those documents. See Plaintiff’s 16.1 Early Case Conference Disclosures at pp. 25-60;  
23 see also Defendants’ Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1,  
24 and all supplements thereto, DEF0002-019; DEF4000330-339; DEF4000354-366.

25 **REQUEST NO. 25:**

26 Produce copies of any licenses held by you from August, 2015 through July 31, 2018.

27 ////

28 ////



**RESPONSE TO REQUEST NO. 25:**

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Moreover, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence.

**REQUEST NO. 26:**

Produce copies of any and all documents for any and all repairs, maintenance, or improvements of any kind made to the Subject Property from August, 2015 through July, 2018.

**RESPONSE TO REQUEST NO. 26:**

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Without waiving the foregoing objections, see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF 0020-025; DEF4000329. Defendant is in the process of filing crossclaims against THE AIR TEAM, LLC d/b/a The Air Team Heating & Cooling and anticipates obtaining more documents in responsive to this request. As discovery is on-going, Defendant reserves the right to supplement this response should more documents be obtained.

**REQUEST NO. 27:**

Produce copies of any and all documents for any and all management agreements or contracts of any kind for the management of the Subject Property from August, 2015 through July, 2018.

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**RESPONSE TO REQUEST NO. 27:**

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at \*5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property pursuant to the Residential Purchase Agreement dated September 5, 2017, including the addendums attached thereto. See Defendants’ Initial List of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all attachments thereto, at DEF4000354-366.

**REQUEST NO. 28:**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and MAN CHAU CHENG, from August, 2015 through January 31, 2019.

**RESPONSE TO REQUEST NO. 28:**

See Response to Request No. 21.



**REQUEST NO. 29:**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and JOYCE A. NICKRANDT from August, 2015 through January 31, 2019.

**RESPONSE TO REQUEST NO. 29:**

See Response to Request No. 21.

**REQUEST NO. 30:**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and TKNR, INC. from August, 2015 through January 31, 2019.

**RESPONSE TO REQUEST NO. 30:**

See Response to Request No. 21.

**REQUEST NO. 31:**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices etc between yourself and CHI ON WONG aka CHI KUEN WONG from August, 2015 through January 31, 2019.

**RESPONSE TO REQUEST NO. 31:**

See Response to Request No. 21.

**REQUEST NO. 32:**

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and LIWE HELEN CHEN aka HELEN CHEN from August, 2015 through January 31, 2019.

**RESPONSE TO REQUEST NO. 32:**

See Response to Request No. 21.

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**REQUEST NO. 33:**

Produce all licenses you held from August, 2015 through July 31, 2018.

**RESPONSE TO REQUEST NO. 33:**

Objection, this request has, in substance been previously propounded in Request No. 25.

Defendant reserves the right to amend and supplement the following responses as provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis

MICHAEL B. LEE, ESQ. (NSB 10122)  
MICHAEL MATTHIS, ESQ. (NSB 14582)  
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[mike@mblnv.com](mailto:mike@mblnv.com)  
Attorneys for Defendants



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LAS VEGAS, NEVADA 89104  
TEL – (702) 546-7055; FAX – (702) 825-4734

**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of  
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **DEFENDANT**  
**INVESTPRO MANAGER, LLC’S RESPONSES TO PLAINTIFF’S SECOND SET OF**  
**REQUESTS FOR PRODUCTION OF DOCUMENTS** was served via the Court’s electronic  
filing and/or service system and/or via facsimile and/or U.S. Mail first class postage pre-paid to  
all parties addressed as follows:

BENJAMIN B. CHILDS, ESQ.  
Nevada State Bar No. 3946  
318 S. Maryland Parkway  
Las Vegas, Nevada 89101  
Telephone: (702) 251-0000  
Email: [ben@benchilds.com](mailto:ben@benchilds.com)  
Attorneys for *Plaintiff*

/s/ Mindy Pallares

An employee of Michael B. Lee PC



MICHAEL B. LEE, P.C.  
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MICHAEL B. LEE, ESQ.  
Nevada State Bar No. 10122  
MICHAEL MATTHIS, ESQ.  
Nevada State Bar No. 14582  
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[mike@mblnv.com](mailto:mike@mblnv.com)  
Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR INC., a California Corporation, and  
CHI ON WONG aka CHI KUEN WONG, an  
individual, and KENNY ZHONG LIN, aka  
KEN ZHONG LIN aka KENNETH ZHONG  
LIN aka WHONG K. LIN aka CHONG  
KENNY LIN aka ZHONG LIN, an  
individual, and LIWE HELEN CHEN aka  
HELEN CHEN, an individual and YAN QIU  
ZHANG, an individual, and INVESTPRO  
LLC dba INVESTPRO REALTY, a Nevada  
Limited Liability Company, and MAN  
CHAU CHENG, an individual, and JOYCE  
A. NICKRANDT, an individual, and  
INVESTPRO INVESTMENTS LLC, a  
Nevada Limited Liability Company, and  
INVESTPRO MANAGER LLC, a Nevada  
Limited Liability Company and JOYCE A.  
NICKRANDT, an individual and Does 1  
through 15 and Roe Corporation I - XXX,

Defendants.

CASE NO.: A-18-785917-C  
DEPT. NO.: XIV

**DEFENDANT TKNR, INC'S RESPONSES  
TO PLAINTIFF'S SECOND SET OF  
REQUESTS FOR PRODUCTION OF  
DOCUMENTS**

Defendant TKNR, INC ("TKNR" or "Defendant"), by and through their counsel of  
record, MICHAEL B. LEE, P.C., in accordance with NRCP 34, responds to Plaintiff's Second Set  
of Request for Production of Documents to TKNR, INC as follows:

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**PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

These answers are made solely for the purpose of this action. Each answer is subject to all appropriate objections (including, but not limited to, objections considering relevancy, materiality, propriety, and admissibility), which would require the exclusion of any statement contained therein. All objections and grounds for objections are preserved and may be interposed at the time of Trial. Defendant has not yet completed its investigation of the facts relating to this action, has not completed discovery in this action, and has not completed preparation for Trial. Consequently, the following responses are given without prejudice to Defendant's right to supplement these responses.

Defendant objects to Defendant's Requests on the basis that the definitions, explanatory notes and instructions are so complex, numerous and burdensome that they create an unreasonable and undue burden upon Defendant. In addition, the definitions, explanatory notes and instructions cause the Interrogatories to reach an objectionable breadth, ambiguity, complexity and vagueness, and call for information and/or documents which are irrelevant, not calculated to lead to the discovery of admissible evidence, protected by the attorney-client privilege or attorney work-product doctrine, and are beyond the permissible scope of discovery.

Defendant further objects to any Request that seeks any information protected by the attorney-client privilege, or the attorney work-product doctrine.

Defendant further objects to any Request that seeks any information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

No response, nor subsequent response, constitutes a waiver of any other objection pursuant to these Responses, or to other similar responses or requests that may be propounded at a later time.

Nothing contained herein is intended to be nor should be considered as a waiver of the attorney-client privilege or attorney work-product privilege or any other applicable privilege or doctrine.

///



## DEFINITIONS

A. “Vague and ambiguous” is defined to mean: Defendant objects on the basis that the Request to Produce documents is vague, uncertain, and ambiguous.

B. “Overly broad” is defined to mean: Defendant objects on the basis that the Request to Produce documents is overly broad and calls for an expansive potential breadth of information that is unreasonable in scope and parameter.

C. “Irrelevant” is defined to mean: Defendant objects on the basis that the Request to Produce documents requests information irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

D. “Burdensome” is defined to mean: Defendant objects on the basis that the Request to Produce documents is so broad and uncertain that it creates an unreasonable and undue burden. “Burdensome” is also defined to mean that Defendant objects to the Request because the information sought is more readily available through some other, more convenient, less burdensome, and less expensive source or discovery procedure. See Rule 26(b)(1) of the Nevada Rules of Civil Procedure.

E. “Privileged” is defined to mean: Defendant objects on the basis that the Request to Produce documents calls for information that is (1) protected by the work product doctrine; (2) protected by the attorney/client privilege; (3) protected because it consists, in whole or in part, of trial preparation materials and/or documents containing mental impressions, conclusions, opinions, or legal theories of counsel; (4) otherwise protected under Rule 26(b) of the Nevada Rules of Civil Procedure; and/or (5) protected under any other valid privilege.

F. The phrase “Without waiving the foregoing objections”, or words having similar effect, is defined to mean: while Defendant will produce information in response to the Request, the information sought by the Request that is covered by either a specific or general objection will not be produced.

Subject to the general objections made above, Defendant responds to each Request as follows:

///



**REQUEST NO. 22:**

Produce all corporate documents pertaining to you, including, but not limited to, articles of incorporation, articles of organization, lists of officers, lists of managers, lists of members, charters, stockholder agreements, operating agreements, minutes of meetings, resolutions, dissolutions, applications for fictitious firm names, statements of financial condition, and financial statements from September, 2015 through September 31, 2018.

**RESPONSE TO REQUEST NO. 22:**

Objection, this request seeks information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

Additionally, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at \*5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*



Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property. The overbreadth of the request, coupled with the lack of relevancy of the information, renders compliance unduly burdensome and not reasonable in light of the needs of the case related to the claims and defenses at issue.

**REQUEST NO. 23:**

Produce documents for all rentals, rental agreements, and leases for the Subject Property from September, 2015 through December 31, 2017.

**RESPONSE TO REQUEST NO. 23:**

Objection, the question is overly broad and remote and, as such, is not calculated to lead to the discovery of information relevant to the subject matter of this action, nor to the discovery of admissible evidence. An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at \*5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Specifically, the scope of the requested information is outside the subject matter of the litigation and is not likely to lead to admissible evidence in this matter. This matter involves a singular transaction for the sale of real property pursuant to the Residential Purchase Agreement dated September 5, 2017, including the addendums attached thereto. See Defendants' Initial List



of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all attachments thereto, at DEF4000354-366.

**REQUEST NO. 24:**

Produce documents for all income received from rental of the Subject Property from September, 2015 through December 31, 2017.

**RESPONSE TO REQUEST NO. 24:**

See Response to Request No. 23.

**REQUEST NO. 25:**

Produce documentation for all expenses paid associated with the Subject Property from September, 2015 through December 31, 2017.

**RESPONSE TO REQUEST NO. 25:**

See Response to Request No. 23.

Also, without waiving the foregoing objections, see Defendants' Initial Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto, DEF 0020-025; DEF4000329. Defendant is in the process of filing crossclaims against THE AIR TEAM, LLC d/b/a The Air Team Heating & Cooling and anticipates obtaining more documents in responsive to this request. As discovery is on-going, Defendant reserves the right to supplement this response should more documents be obtained.

**REQUEST FOR ADMISSION NO. 26:**

Produce all evidence supporting your claim that Plaintiff had an ulterior purpose other than resolving a legal dispute.

**RESPONSE TO REQUEST NO. 26:**

A request seeking "all facts" and "all information related to each and every allegation" is facially burdensome. *In re MGM Mirage Sec. Litig.*, No. 2:09-CV-1558-GMN, 2014 WL 6675732, at \*5 (D. Nev. Nov. 25, 2014); *Wynn Las Vegas v. Zoggolis*, No. 14-cv-157– MMD– VCF, 2014 WL 2772241, at \*3 (D. Nev. June 17, 2014) (Ferenbach, M.J.); *Switch Commc'ns Grp. v. Ballard*, No. 2:11-CV-00285-KJD, 2011 WL 3957434, at \*8 (D. Nev. Sept. 7, 2011) (quoting *Steil v. Humana Kansas City, Inc.*, 1197 F.R.D. 445, 447 (D. Kan. 2000) "Steal [SIC]



1 states that an interrogatory may reasonably ask for the material or principal facts which support a  
2 party's contentions. "However, 'to require specifically 'each and every' fact and application of  
3 law to fact ... would too often require a laborious, time-consuming analysis, search, and  
4 description of incidental, secondary, and perhaps irrelevant and trivial details.'")

5 "All-encompassing interrogatories which require the plaintiff to provide a detailed  
6 narrative of its entire case, including the identity every witness and document that supports each  
7 described fact. Courts have held that such "blockbuster" interrogatories are unduly burdensome  
8 on their face. See e.g. *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186–87 (D. Kan. 1997) and *Grynberg v.*  
9 *Total S.A.*, 2006 WL 1186836, \*6–7 (D. Colo. 2006)." *F.T.C. v. Ivy Capital, Inc.*, No. 2:11-CV-  
10 00283-JCM, 2012 WL 1883507, at \*9 (D. Nev. May 22, 2012).

11 Without waiving the foregoing objections, see Defendants' Initial Disclosures of  
12 Documents and Witnesses Pursuant to NRCP 16.1, and all supplements thereto; see also  
13 Plaintiff's 16.1 Early Case Conference Disclosures, and all supplements thereto. As discovery,  
14 is on-going, Defendant reserves the right to supplement this response should more information  
15 become available.

16 **REQUEST NO. 27:**

17 Produce all documents supporting your claim that Plaintiff engaged in willful act in the  
18 use of the legal process not proper in the regular conduct of the proceeding.

19 **RESPONSE TO REQUEST NO. 27:**

20 See Response to Request No. 26.

21 **REQUEST NO. 28:**

22 Produce all documents of communications between yourself and INVESTPRO  
23 INVESTMENTS I LLC.

24 **RESPONSE TO REQUEST NO. 28:**

25 Objection, the question is overly broad and remote and, as such, is not calculated to lead  
26 to the discovery of information relevant to the subject matter of this action, nor to the discovery  
27 of admissible evidence. An overly broad discovery request lacks specificity as to time, place,  
28 and/or subject matter being requested. Discovery is sufficiently limited and specific in its



1 directive where compliance to its terms would not be unreasonably burdensome. *Diamond State*  
2 *Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*,  
3 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr.  
4 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad  
5 that it was impossible to determine what amongst numerous documents fell within the scope of  
6 the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at \*5  
7 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21,  
8 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A  
9 discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term  
10 such as ‘relating to,’ ‘pertaining to,’ or ‘concerning’ to modify a general category or broad range  
11 of documents or information. *Id.*

12 Specifically, this request is not limited in temporal scope or to any specific subject  
13 matter. As written, the request would require disclosure of potentially hundred, if not thousands,  
14 of correspondence over an indefinite time period whether related to this matter or not, making  
15 compliance with the request unduly burdensome and unreasonable related to the need of the  
16 case.

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**REQUEST NO. 29:**

Produce all documents of communications between yourself and INVESTPRO  
MANAGER LLC.

**RESPONSE TO REQUEST NO. 29:**

See Response to Request No. 28.

Defendant reserves the right to amend and supplement the following responses as  
provided in NRCP 26(e).

DATED this day 29 day of December, 2020.

MICHAEL B. LEE P.C.

/s/ Michael Matthis  
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**CERTIFICATE OF MAILING**

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of  
MICHAEL B. LEE, and that on the 29 day of December, 2020, the foregoing **DEFENDANT**  
**TKNR, INC'S RESPONSES TO PLAINTIFF'S SECOND SET OF REQUESTS FOR**  
**PRODUCTION OF DOCUMENTS** was served via the Court's electronic filing and/or service  
system and/or via facsimile and/or U.S. Mail first class postage pre-paid to all parties addressed  
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