

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
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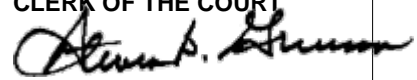
APPEAL

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

APPELLANT'S APPENDIX VOLUME V

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MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
MICHAEL B. LEE, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, Nevada 89104
Telephone: (702) 477.7030
Facsimile: (702) 477.0096
mike@mblnv.com
Attorneys for Defendants

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

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

SUPPLEMENT TO DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT
AND OPPOSITION TO
COUNTERMOTION FOR
CONTINUANCE BASED ON NRCP 56(f)
AND COUNTERMOTION FOR
IMPOSITION OF MONETARY
SANCTIONS

Defendants TKNR INC. ("TKNR"), CHI ON WONG ("WONG"), KENNY ZHONG
LIN ("LIN"), LIWE HELEN CHEN ("CHEN"), YAN QIU ZHANG ("ZHANG"), INVESTPRO
LLC ("INVESTPRO"), MAN CHAU CHENG ("CHENG"), JOYCE A. NICKRANDT
("NICKRANDT"), INVESTPRO INVESTMENTS, LLC ("Investments"), and INVESTPRO
MANAGER LLC ("Manager") (hereinafter collectively referred to as the "Defendants"), by and

1 through their counsel of record, Michael B. Lee, P.C., hereby files this Supplement
2 (“Supplement”) to Defendants’ Motion for Summary Judgment (“Motion”). This Supplement is
3 made on the deposition of Frank Miao (“Miao”), the designated 30(b)(6) witness for Plaintiff W
4 L A B INVESTMENT, LLC (“Plaintiff” or “WLAB”).

5 **MEMORANDUM OF POINTS AND AUTHORITIES**

6 **I. INTRODUCTION**

7 **A. Overview**

8 This supplement includes the testimony of Mr. Miao following his deposition as the
9 person most knowledgeable (“PMK”) for Plaintiff. Mr. Miao’s testimony confirmed numerous
10 undisputed facts that are dispositive to Plaintiff’s claims and support granting Summary
11 Judgment as requested by Defendants’ Motion.

12 **B. Undisputed Facts as Provided by Mr. Miao**

13 **1. Plaintiff is Sophisticated Buyer**

14 Since 2008, Mr. Miao, Ms. Zhu, and/or Plaintiff have been involved in the purchase of
15 approximately twenty residential properties. Miao Deposition at 129:12-18, 138:6-17 attached
16 as **Exhibit 1**. In Clark County alone, Ms. Zhu and Mr. Miao were involved with the purchase of
17 at least eight rental properties starting in 2014. *Id.* at 111:1-25, 114:19-22. Plaintiff understands
18 the importance of reading contracts. *Id.* at 44:17-24. Additionally, Mr. Miao specified that he
19 understands that he needs to check public records when conducting his due diligence. *Id.* at
20 56:21-24.

21 **2. Plaintiff’s Purchase of Property was Part of 1031 Exchange**

22 As to the Property, Plaintiff purchased it as part of a 1031 exchange with four other
23 properties at that time. *Id.* at 114:23-25-115:1-8, 149:1-8, 149:21-25. Plaintiff had an issue with
24 financing and the appraisal for the Property, which threatened the 1031 Exchange. *Id.* at 153:12-
25 25. Interestingly, although the Property failed the appraisal for a value of \$200,000, Plaintiff still
26 pressed forward with the sale although it has not provided the appraisal or the basis for why the
27 Property did not apprise for \$200,000. Prior to purchasing it, Plaintiff was aware that TKNR had
28 purchased it as a foreclosure. *Id.* at 216:22-25.

3. Requirement to Inspect was Known

In terms of the RPA (as defined by the Motion), the terms of the contract were clear to Plaintiff. *Id.* at 156:7-21 (due diligence period), 163:3-11. As to Paragraph 7(A), Mr. Miao specified that he believed that his inspection and conversations with the tenant constituted the actions necessary to deem the Property as satisfactory for Plaintiff's purchase.

19 · · · A. · Yes. · Based on -- we bought this -- we go
20 to the inspection, then we also talk to the tenant,
21 so we thinking this is investment property; right?
22 So financial it's looking at the rent, it's
23 reasonable, it's not very high compared with the
24 surrounding area. · Then also financially, it's good.
25 · · · · Then I take a look at the -- everything
Page 164
· 1 outside. · Good. · So I said, Fine. · That's satisfied.
· 2 That's the reason I command my wife to sign the
· 3 purchase agreement.

Id. at 164:9-25-165:1-3.

At all times relevant prior to the purchase of the Property, Plaintiff had access to inspect the entire property and conduct non-invasive, non-destructive inspections:

· 2 · · · Q. · So at the time when you did your
· 3 diligence, you had a right to conduct noninvasive,
· 4 nondestructive inspection; correct?
· 5 · · · A. · Yes, I did.
· 6 · · · Q. · And you had the opportunity to inspect all
· 7 the structures?
· 8 · · · A. · I check the other one -- on the walk, I
· 9 don't see the new cracking, so the -- some older
10 cracking. · I check the neighbor who also have that
11 one. · I think it's okay; right? · Then the --

Id. at 166:2-11.

8 · · · Q. · So you had the right to inspect the
· 9 structure; correct?
10 · · · A. · Yes, yes, I did that.
11 · · · Q. · You had the right to inspect the roof; is
12 that correct?
13 · · · A. · Yes.
14 · · · Q. · Okay. · Did you do that?
15 · · · A. · I forgot. · I maybe did that because
16 usually I go to the roof.

* * *

22 · · · Q. · You had the right to inspect the
23 mechanical system; correct?
24 · · · A. · Right. · Yes, yes.

25 · · · Q · You had the right to inspect the
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· 1 electrical systems; correct?

· 2 · · · A · I check the electrical system, yes.

· 3 · · · Q · You had a right to inspect the plumbing
· 4 systems; correct?

· 5 · · · A · Yes.

· 6 · · · Q · You had the right to inspect the
· 7 heating/air conditioning system; correct?

· 8 · · · A · Yes.

* * *

· 3 · · · Q · And then you could have inspected any
· 4 other property or system within the property itself;
· 5 correct?

· 6 · · · A · Yes, yes.

Id. at 167:8-16, 167:22-25-168:1-11, 168:25-169:1-6.

Prior to the purchase, Mr. Miao was always aware that the Seller "strongly recommended
that buyer retain licensed Nevada professionals to conduct inspections":

13 · · · Q · "It is strongly recommended that buyer
14 retain licensed Nevada professionals to conduct
15 inspections."

16 · · · A · Yes.

17 · · · Q · Yeah. So you were aware of this
18 recommendation at the time --

19 · · · A · Yeah, I know.

Id. at 176:13-19.

Plaintiff was also aware of the language in the RPA under Paragraph 7(D) that limited
potential damages that could have been discovered by an inspection:

18 · · · Q · Okay. So going back to paragraph 7D --

19 · · · A · Yeah.

20 · · · Q · -- right, after the language that's in
21 italics, would you admit that because it's in the
22 italics, it's conspicuous, you can see this
23 language?

24 · · · A · Yeah. Yeah.

25 · · · Q · Okay. Then it goes on to say, "If any
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· 1 inspection is not completed and requested repairs
· 2 are not delivered to seller within the due diligence
· 3 period, buyer is deemed to have waived the right to
· 4 that inspection and seller's liability for the cost
· 5 of all repairs that inspection would have reasonably
· 6 identified had it been conducted."

· 7 · · · · Did I read that correctly?

· 8 · · · A · Yes, yes.

· 9 · · · Q · Okay. So we'll eventually get to the
10 issues that, you know, Ms. Chen identified that you

11 wanted corrected in the emails or text messages.
12 Is that fair to say that those are the
13 only issues that you deemed needed to be resolved to
14 go forward with the purchase?
15 . . . A. . . Yeah. . After that time, yes.

16 *Id.* at 179:18-25-180:1-15. Finally, as to the RPA, Mr. Miao agreed that all the terms in it were
17 conspicuous and understandable, and it was a standard agreement similar to the other agreements
18 he had used in purchasing the other properties in Clark County, Nevada. *Id.* at 198:19-25-199:1-
19 2, 200:3-15.

20 3. *Mr. Miao Does Inspections for Plaintiff Although he is not a Licensed,
21 Bonded Professional Inspector*

22 As to all the properties purchased by Plaintiff, Mr. Miao always does the inspections and
23 does not believe a professional inspection is necessary. *Id.* at 116:2-9, 119:3-25, 140:5-10.
24 Based on his own belief, he does not believe that a professional inspection is necessary for multi-
25 tenant residential properties. *Id.*, 120:6-9 (his own understanding), 120:16-25 (secondhand
26 information he received). Notably, he does not have any professional license related to being a
27 general contractor, inspector, appraiser, or project manager. *Id.* at 123:5-16 (no professional
28 licenses), 123:23-24 (no property management license), 169:7-14 (no licensed or bonded
inspector), 171:23-25 (have not read the 1952 Uniformed Building Code), 172:17-19 (not an
electrician), 172:23-25-1-16 (no general contractor license or qualified under the intentional
building code), 174:13-23 (not familiar with the international residential code). Importantly, he
has never hired a professional inspector in Clark County, *Id.* at 140:19-21, so does not actually
know what a professional inspection would encompass here. *Id.* at 143:9-13, 144:8-19. The
main reason Plaintiff does not use a professional inspector is because of the cost. *Id.* at 147:2-7.
On or about August 10, 2017, Mr. Miao did an inspection of the Property. *Id.* at 158:1-25-159:1-
12. During that time, he admitted that he noticed some issues with the Property that were not up
to code, finishing issues, GFCI outlets¹, and electrical issues:

¹ The Second Amended Complaint references GFCI at Paragraph 31(a). This illustrates the overall bad faith
and frivolous nature of the pleading since Mr. Miao is the one who requested TKNR to install these for
Plaintiff.

16 · · · A. · I looked at a lot of things. · For example,
17 like, the -- I point out some drywall is not
18 finished; right? · And the -- some of smoke alarm is
19 not -- is missing and -- which is law required to
20 put in for smoke alarm. · Then no carbon monoxide
21 alarm, so I ask them to put in.
22 · · · · · Then in the kitchen, lot of electrical,
23 the outlet is not a GFCI outlet, so I tell them, I
24 said, You need to change this GFCI. · Right now this
25 outlet is not meet code. · You probably have problem.

7 *Id.* Similarly, he also specified that there was an issue with exposed electrical in Unit C.
8 175:10-24. He also noted that there could have been a potential asbestos issue as well. *Id.* at
9 160:7-12. Additionally, he noted that there were cracks in the ceramic floor tiles, *Id.* at 249:22-
10 25, and he was aware of visible cracks in the concrete foundation, *Id.* at 269:13-22 (aware of slab
11 cracks), which were open and obvious. *Id.* at 270:14-24. He also admitted that he could also
12 have seen the dryer vent during his inspection. *Id.* at 269:23-25. As to those issues, Mr. Miao
13 determined that the aforementioned issues were the only issues that TKNR needed to be fixed
14 after his inspection. *Id.* at 171:2-9 (was only concerned about the appraisal), *Id.* at 219:13-25-
15 221:1-2.

16 Moreover, Mr. Miao received the Seller's Real Property Disclosure Form ("SRPDF")
17 prior to the purchase of the Property. *Id.* at 201:22-25. As to SRPDF, Plaintiff was aware that
18 TKNR was an investor who had not resided in the Property, and there were issues with the
19 heating systems, cooling systems, and that there was work done without permits. *Id.* at 201:1-
20 25-202:1-12. Similarly, it was aware that the Property was 63 years old at that time, *Id.* at 204:4-
21 7, and all the work was done by a handyman other than the HVAC installation. *Id.* at 205:14-25,
22 *Id.* at 134:14-25 (understands the difference between a handyman and a licensed contractor),
23 243:2 ("Yes. They did by the handyman, yes.").

24 Despite these disclosures, Mr. Miao never followed up:

25 23 · · · Q. · Okay. · So when they disclosed that there
26 24 was construction and modification, alterations,
25 and/or repairs made without State, City, County
Page 205
27 · 1 building permits, which was also work that was done
28 · 2 by owner's handyman, did you ever do any follow-up
· 3 inquiries to the seller about this issue?

1 4 · · · A · · No, I didn't follow up ·

2 *Id.* at 204:23-25-205:1-4. However, Mr. Miao also admitted that he could have followed up on
3 the issues identified in the SRPDF that included the HVAC and the permits:

4 10 · · · Q · · Under the disclosure form --
5 11 · · · A · · Yeah.
6 12 · · · Q · · -- like, where it specified that there
7 13 were heating system/cooling system issues that
8 14 they're aware of, that you could have elected to
9 15 have an inspection done at that time; correct?
10 16 · · · A · · Yes.

11 *Id.* at 206:10-16.

12 15 · · · Q · · Okay · So as your attorney said, you could
13 16 have obtained a copy of the permits at any time?
14 17 Yes?
15 18 · · · A · · Yes.
16 19 · · · Q · · Okay · And then it's fair to say that just
17 20 put you on notice of the potential permit issue;
18 21 correct?
19 22 · · · A · · Yes.
20 23 · · · Q · · It also put you on notice of the issues of
21 24 everything that's basically specified on page 38;
22 25 correct?
23 Page 209
24 1 · · · A · · Yes.

25 *Id.* at 208:15-25-209:1, 245:22-25 (could have obtained permit information in 2018).

26 Similarly, Mr. Miao was aware that he should have contacted the local building
27 department as part of his due diligence:

28 22 · · · Q · · Okay · So you understand that for more
29 23 information during the diligence process, you should
30 24 contact the local building department?
31 25 · · · A · · Yes ·

32 Page 260

33 * * *

34 ·5 · · · Q · · -- it provides you with the address of the
35 ·6 building and safety department; is that correct?

36 ·7 · · · A · · Yes.

37 ·8 · · · Q · · And the office hours; is that correct?

38 ·9 · · · A · · Yes.

39 10 · · · Q · · And it also provides you with a phone
40 11 number; correct?

41 12 · · · A · · Yes.

42 13 · · · Q · · And this is information or resources that
43 14 you could have used at any time related to finding
44 15 information about the permits of the property;
45 16 correct?

46 17 · · · A · · Yes.

18 . . . Q. . . And this would have been true prior to the
19 purchase of the building; correct?
20 . . . A. . . Yes.
21 . . . Q. . . And this would also have been true at the
22 time you read the disclosure that specified that
23 some of the improvements or some of the disclosures
24 had been done without a permit; right?
25 . . . A. . . Yes.

Id. at 260:22-25, 261:5-25.

Plaintiff was also on notice of the potential for mold and the requirement to get a mold inspection:

5 . . . Q. . . Okay. . . And it says, "It's the buyer's duty
6 to inspect. . . Buyer hereby assumes responsibility to
7 conduct whatever inspections buyer deems necessary
8 to inspect the property for mold contamination.
9 "Companies able to perform such
10 inspections can be found in the yellow pages under
11 environmental and ecological services."
12 I read that correctly? . . Yes?
13 . . . A. . . Yes.
14 . . . Q. . . Okay. . . And then you elected not to get a
15 mold inspection; correct?
16 . . . A. . . Yeah.

Id. at 213:5-16.

5 . . . Q. . . So you relied upon your own determination
6 related to the potential mold exposure of the
7 property; correct?
8 . . . A. . . Yes.
9 . . . Q. . . Okay. . . And you elected to proceed with
10 purchasing it without a professional mold
11 inspection; correct?
12 . . . A. . . Yes.

Id. at 216:5-12. Despite actual knowledge of these issues, Plaintiff did not elect to have a professional inspection done. 160:17-20. It would have refused to get a professional inspection because it believed that Mr. Miao had already performed one. *Id.* at 162:23-25-163:1.

Finally, Plaintiff was also acutely aware of the requirement of Nevada law to protect itself by getting an inspection:

2 . . . Q. . . If we go to page 40 --
3 . . . A. . . Mm-hmm.
4 . . . Q. . . --- there's a bunch of Nevada statutes

1 ·5 here.
2 ·6 · · · A · · Mm-hmm.
3 ·7 · · · Q · · If you look at NRS 113.140 --
4 ·8 · · · A · · Mm-hmm.
5 ·9 · · · Q · · -- do you see that at the top of the page?
6 10 "Disclosure of unknown defects not required. Form
7 11 does not constitute warranty duty of buyer and
8 12 prospective buyer to exercise reasonable care."
9 13 · · · · · Do you see that?
10 14 · · · A · · Yes.
11 15 · · · Q · · Okay. So this disclosure form gave Marie
12 16 Zhu, your wife, a copy of the Nevada law that was
13 17 applicable to the sale of the property; correct?
14 18 · · · A · · Yeah.
15 19 · · · Q · · Okay. And under NRS 113.1403, it
16 20 specifies, "Either this chapter or Chapter 645 of
17 21 the NRS relieves a buyer or prospective buyer of the
18 22 duty to exercise reasonable care to protect
19 23 himself."
20 24 · · · · · Did I read that correctly?
21 25 · · · A · · Yes.

22 *Id.* at 209:2-25. As such, no dispute exists that Plaintiff was aware that the Property had the
23 same issues complained of in the pleadings at the time it put an offer on it, and that Plaintiff
24 assumed the risk of failing to exercise reasonable care to protect itself.

25 4. *No Dispute a Professional Inspection Could Have Revealed the Alleged*
26 *Issues*

27 The alleged defects identified by both parties' experts could have been discovered at the
28 time of the original purchase. As to the ability to inspect, Mr. Miao admitted that he had access
to the entire building. *Id.* at 250:22-25. He had access to the attic and looked at it. *Id.* at 251:4-
14. Mr. Miao admitted that Plaintiff's expert examined the same areas that he did:

1 ·6 · · · Q · · Okay. So you walked through the property
2 ·7 with him at the time he did his inspection; correct?
3 ·8 · · · A · · Right.
4 ·9 · · · Q · · Okay. During that time, did he inspect
5 10 any areas that -- that you did not have access to in
6 11 2017?
7 12 · · · A · · Yes. He didn't go to anything I didn't
8 13 inspect during 2017 too.
9 14 · · · Q · · So he inspected the same areas you
10 15 inspected?
11 16 · · · A · · Yes, yes.

12 *Id.* at 291:6-16. Notably, Plaintiff's expert did not do any destructive testing, so the expert's
13 access was exactly the same as Mr. Miao's original inspection. *Id.* at 291:1-5. Mr. Miao

1 admitted that Plaintiff's expert's inspection of the HVAC, *Id.* at 292:2-5, 293:18-23, and the
2 plumbing system, *Id.* at 300:19-25-301:1-4, would have been the same as his in 2017. He also
3 admitted that the pictures attached to Plaintiff's expert report were areas that he could have
4 inspected in 2017. *Id.* at 302:6-13.

5 Additionally, Mr. Miao accompanied Defendants' expert during his inspection. *Id.* at
6 320:31-25. As before, Mr. Miao had the same access to the Property in 2017 for the areas
7 inspected by Defendants' expert. *Id.* at 321:1-6. Mr. Miao agreed with Defendants' expert that
8 the alleged conditions identified by Plaintiff's expert were "open and obvious":

9 22 · · · Q. · And then the second line down, the first
10 23 sentence begins, "Items complained about in the Sani
11 24 report were open and obvious in the roof area, attic
12 25 area, and on the exterior/interior of the property."
13 Page 318

* * *

12 ·3 · · · Q. · Do you agree with this statement?
13 ·4 · · · A. · Yes.

14 *Id.* at 318:22-25-319:3-4. He also agreed with Defendants' expert's finding that there was no
15 noticeable sagging in the roof. *Id.* at 333:20-24.

16 Incredibly, Mr. Miao also recognized the deficiency in Plaintiff's expert's report that
17 failed to differentiate between conditions prior to when TKNR owned the Property, while it
18 owned it, and those afterwards:

19 17 · · · Q. · -- midway down the first complete sentence
20 18 says, "The Sani report does not recognize prior
21 19 conditions in existence before any work took place
22 20 by defendants."

21 21 · · · · · Do you agree with this statement?
22 Page 321

* * *

23 ·3 · · · · · Yes, yes.
24 ·4 BY MR. LEE:
25 ·5 · · · Q. · You agree with that? Okay.
26 ·6 · · · A. · Agree.

27 *Id.* at 321:17-21 – 322:3-6. This would have also included any issues with the dryer vent and
28 ducts, *Id.* at 325:3-20, as he recognized that most rentals do not include washer / dryer units. *Id.*
at 326:7-25-327:1-9.

///

5. No Permits Required for Cosmetic Work by TKNR

No dispute exists that TKNR did not need permits for the interior work it had done to the Property. Mr. Miao admitted the following:

·5· · · Q· · Number 5 says, "Painting, papering,
·6 tiling, carpeting, cabinets, countertops, interior
·7 wall, floor or ceiling covering, and similar finish
·8 work."
·9· · · · · Do you see that?
10· · · A· · Yes.
11· · · Q· · So you agree that no permits are required
12 for any of these types of work; correct?
13· · · A· · Yes.

Id. at 262:5-13.

·1 Window Replacements where no structural member -- no
·2 structural member is altered or changed," that does
·3 not need a permit either; right?
·4· · · A· · Yes.

Id. at 265:1-4.

17· · · Q· · Okay· If you turn the page to 82,
18 Plumbing Improvements, no permits required to repair
19 or replace the sink; correct?
20· · · A· · Yes.
21· · · Q· · To repair or replace a toilet?
22· · · A· · Yes.
23· · · Q· · To repair or replace a faucet?
24· · · A· · Yes.
25· · · Q· · Resurfacing or replacing countertops?
Page 264
·1· · · A· · Yes.
·2· · · Q· · Resurfacing shower walls?
·3· · · A· · Yes.
·4· · · Q· · Repair or replace shower heads?
·5· · · A· · Yes.
·6· · · Q· · Repair or replace rain gutters and down
·7 spouts?
·8· · · A· · Yes.
·9· · · Q· · Regrouting tile?
10· · · A· · Yes.
11· · · Q· · And a hose bib, whatever that is.
12· · · A· · Water freezer· It's, like, for the
13 filtration of the water.
14· · · Q· · Okay· And then for the mechanical, no
15 permits required for portable heating appliances;
16 correct.
17· · · A· · Yes.
18· · · Q· · For portable ventilation appliances?
19· · · A· · Yes.

20 · · · Q · · Or portable cooling units; correct?
21 · · · A · · Yes.
22 · · · Q · · And for portable evaporative coolers
23 installed in windows; correct?
24 · · · A · · Yes.

Id. at 264:17-25-265:1-24.

6. *Plaintiff Desperate to Close on Property to Complete 1031 Exchange*

Plaintiff needed to close on the Property to complete the 1031 Exchange. *Id.* at 286:1-7. Thus, when it could not close on the first RPA, it agreed to the second RPA and waived all inspections. *Id.* at 281:12-16 (Miao did inspections already), 288:22-25-289:1-6. Plaintiff could not meet the close of escrow because its financing fell through for the Property, so it amended the first RPA and agreed to guaranty the purchase price of \$200,000 and put down \$60,000 as earnest money to get TKNR to agree to the second RPA. *Id.* at 285:4-25-286:1-7.

7. *Plaintiff Does not Disclose the Alleged Issues to Potential Tenants*

Since the date it purchased the Property, Plaintiff has always been trying to lease it. *Id.* at 330:19-25-331:1-2. According to Mr. Miao, the landlord must provide safe housing for the tenant:

19 · · · · · Then also in according to the law, and
20 they said it very clearly, because this is
21 residential income property, right, rental income
22 property, multi-family, we need -- landlord need
23 provide housing and well-being and -- for the
24 tenant. The tenant is not going to do all this
25 inspection. They can't. The burden is on the
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· 1 landlord to make sure all these building is safe and
· 2 in good condition.

Id. at 120:16-25-121:1-2, 140:10-14. However, they have not done any of the repairs listed by Plaintiff's expert. *Id.* at 331:3-12. This illustrates the lack of merit of Plaintiff that there are underlying conditions with the Property.

Moreover, it does not provide any notice to the tenants about its expert's report or this litigation:

· 6 · · · Q · · All right. In terms of tenants -- renting
· 7 out the units to any tenants, do you ever provide
· 8 them with a copy of the Sani report?

9 · · · A. · No.

10 · · · Q. · Do you ever provide them with any of the
11 pleadings or the first amended complaint, second
12 amended complaint, the complaint itself?

13 · · · A. · No.

* * *

22 · · · Q. · Okay. · So basically, you just tell them,
23 There's this. · You can inspect the unit if you want;
24 is that it?

25 · · · A. · Yeah. · And also we need to tell is a lot
Page 337

1 of things report that we don't need to go to the
· 2 inside the building. · It's wall cracking. · It's
· 3 outside. · You can see.

· 4 · · · Q. · Okay. · So it's open and obvious for them?

· 5 · · · A. · Yeah. · You can see always outside.

10 *Id.* at 337:6-13, 337:22-25-338:1-5. This illustrates the lack of merit of Plaintiff's claims, proven
11 that it has done nothing to correct the allegedly deficient conditions that are clearly not so
12 dangerous as it does not tell prospective tenants about them.

13 8. *Squatters or Tenants Could Have Damaged the Property*

14 Multiple third parties could have potentially damaged the Property. The Property has a
15 historic problem with squatters during the time that Plaintiff owned it:

12 · · · Q. · Do you generally have a squatter problem
13 with the property?

14 · · · A. · Yes. · As a matter of fact, today I just
15 saw the one text message that said one -- some
16 people go to my apartment.

19 *Id.* at 110:12-16. He also admitted that tenants could have damaged the Property while they
20 were occupying it:

21 · 4 · · · Q. · Okay. · So the tenant in this context would
22 · 5 have damaged the unit at the time that you owned it;
23 · 6 is that fair?

24 · 7 · · · A. · Maybe. · Yes.

25 · 8 · · · Q. · Okay. · So some of the -- so the damage
26 · 9 that was to the water heater system, could the
27 10 tenant have damaged that as well?

28 11 · · · A. · Yes.

12 · · · Q. · And then he could have damaged the cooler
13 pump and the valve as well; is that correct?

14 · · · A. · Yes.

15 · · · Q. · Okay. · Then on 122, these are all issues
16 that the tenant could have damaged; is that correct?

17 · · · A. · Yes.

18 · · · Q. · And then the same through for 145; is that

19 right?
20 · · · A. · · Yes.

1
2
3 *Id.* at 306:4-20, 330:5-7. This could also account for the cracking on the walls. *Id.* at 310:8-12.
4 Tenants could have also damaged the Property if they hit it with their cars. *Id.* at 332:14-16.

5 9. *No Evidence That Defendants Knew of Alleged Conditions*

6 Plaintiff's case is based on speculation that Defendants knew about the alleged conditions
7 in the Property; however, Mr. Miao admitted that there is no evidence that shows Defendants
8 knew about them. *Id.* at 245:1-13 (speculating that InvestPro made changes). The entire case is
9 based on Mr. Miao's personal belief and speculation. *Id.* at 253:17-19.

10 Mr. Miao admitted that he has no evidence Defendants knew about the alleged moisture
11 conditions. *Id.* at 293:24-25-294:1-3. Additionally, he also admitted that there is no evidence
12 that Defendants knew about the alleged issues with the plumbing system. *Id.* at 301:21-24. He
13 also admitted that he did not know if Defendants knew about the alleged issues with the duct
14 work when they owned the Property. *Id.* at 314:5-19. He also recognized the deficiency in
15 Plaintiff's expert's report that failed to differentiate between conditions prior to when TKNR
16 owned the Property, while it owned it, and those afterwards. *Id.* at 321:17-21 – 322:3-6. He also
17 recognized that a 63 year old property could have issues that were not caused by Defendants. *Id.*
18 at 324:6-15. This would have also included any issues with the dryer vent and ducts, *Id.* at
19 325:3-20, and when the duct became disconnected. *Id.* at 329:1-16.

20 Notably, during Mr. Miao's due diligence period, he spoke with the tenants of the
21 Property. *Id.* at 163:12-25-164:1-6. This included a conversation with the long-term tenant of
22 Unit A, who still resides in the Property to this day. *Id.* At that time, the tenant reported being
23 very happy with the Property and had no complaints. *Id.* In fact, the tenant reported still being
24 very happy with the Property. *Id.* at 170:7-9. This illustrates that there is no basis that
25 Defendants should have been aware of any of the issues when Mr. Miao, a self-professed expert,
26 did not even know about them following his inspection.

27 ///

28 ///

10. No Basis for Claims for RICO and/or Related to Flipping Fund

The Flipping Fund had nothing to do with Plaintiff's decision to purchase the Property.

Id. at 223:15-25.

20 · · · Q · · Yeah · So there's no way that you relied
21 upon any flipping fund since it would have been
22 closed at this time; right?
23 · · · A · · Yeah.

Id. at 274:20-23. He also admitted that he never received any pro forma, private placement information, calculations of profit and loss, capital contribution requirements, member share or units, or any such information about the Flipping Fund. *Id.* at 277:7-16. Mr. Miao solely made his statements in the Declaration related to the Flipping Fund based on information he reviewed on a website and alleged conversations at a holiday party. *Id.* at 227:22-25. He also specified that he does not know the structure between the Investpro Defendants and the scope of each's purpose. *Id.* at 230:20-25-231:1.

11. Miao Declaration is Based on Speculation and Hearsay

As to the representations in the Declaration to the Opposition to the Motion, Mr. Miao makes them according to his experience and his speculation:

11 · · · Q · · So you're -- when you say your experience,
12 it's based on you speculating based on your own
13 belief; correct?
14 · · · A · · Based on my experience.
15 · · · Q · · Okay · So you're still speculating; right?
16 · · · A · · Okay · Yes.

Id. at 233:11-16. His additional statements are based on hearsay statements from third parties.

Id. at 234:12-24. In terms of the allegations he made as to Defendants' knowledge, those are only based on his personal belief:

17 · · · Q · · So no one ever told you that · It's just
18 based on your own personal belief?
19 · · · A · · Yes.
20 · · · Q · · Okay · And then, "Removal of natural gas
21 supply line was, which occurred with no permit or
22 inspection and was not performed by active licensed
23 contractor as required by law," this is also based
24 on your personal belief?
25 · · · A · · Yeah

1 *Id.* at 253:17-25, 254:2-7 (electrical system – personal belief), 254:17-25 (personal belief about
2 HVAC).

3 24 · · · · · So as it relates to all these items here,
4 25 no defendant ever came up to you and said, Yes,
Page 255
5 1 we're actually aware of these issues; right?
· 2 · · · A. · No.

6 *Id.* at 255:24-25-256:1-2.

7 19 · · · Q. · This is the first time it ever became an
8 20 issue known to you; right?
21 · · · A. · Yeah, for the roof.
9 22 · · · Q. · How do you know that the defendants knew
23 about this issue?
10 24 · · · A. · I don't know -- I don't know the
25 defendant -- no. I don't know the defendant know
Page 256
11 1 this issue or not.

12 *Id.* at 256:19-25-257:1.

13 9 · · · Q. · Like, the violations were hidden behind
14 10 the drywall, like, what information do you have that
11 the defendants hid it behind the drywall? You know
12 or you don't know?
15 13 · · · A. · I just know behind the drywall that put
14 the vent without -- that is a violation, but I don't
16 15 know who did that.
17 16 · · · Q. · Okay. So you don't know who did it?
17 17 · · · A. · Yeah, yes.
18 18 · · · Q. · Okay. So it's possible that the
19 19 defendants did not know about it or hide it; is that
20 20 fair?
21 · · · A. · Yes.

20 *Id.* at 258:9-21.

21 22 · · · Q. · Okay. And then you have this other thing
22 23 about the wood paneling. Same question. How do you
24 24 know the defendants knew about it?
25 25 · · · A. · I don't know defendants know about it. I
Page 258
· 1 only found out this one.
24 · 2 · · · Q. · So it's possible they didn't know about
· 3 this issue as well; correct?
25 · 4 · · · A. · Yes.

26 *Id.* at 258:22-25-259:1-4.

27 · 1 · · · Q. · So "It's impossible that Defendants, at
· 2 least the ones involved in the sale, which are
28 · 3 Defendants TKNR, et cetera, did not know about the

·4 renovations."
·5 · · · · · So you're basically speculating; right?
·6 · · · A · · Yeah, yeah, yeah.

Id. at 260:1-6.

12. *Plaintiff Admitted it Inflated its Cost of Repairs*

Initially, Mr. Miao contacted contractors to bid the potential cost of repair for the Property, and determined that it would have been \$102,873.00. *Id.* at 307:6-22. However, Plaintiff's expert opined that the cost of repair would have been \$600,000, although he did not provide an itemized cost of repair. *Id.* at 334:17-21. This illustrates that the bad faith purposes of this lawsuit was to simply harass Defendants.

Mr. Miao perjured himself in his Declaration, Opp'n, Ex. 2. He denied, under the penalty of perjury, that he never made an offer to settle this matter for \$10,000. *Id.* at Page 5 of 5. However, during his deposition he admitted that he did make this offer. Ex. 1 at 259:5-15 ("so maybe I tell Lin, Just pay us \$10,000"). As noted in the Motion, this illustrates the overall bad faith of the litigation where Plaintiff admittedly amplified its alleged damages by more than 6x, and then trebled the damages, and have run up egregious attorneys' fees for this frivolous action. These are undisputed facts that prove abuse of process as a matter of law.

II. DISCUSSION

This Discussion is made in support of the Motion's request for summary judgment and broken down into two (2) subparts. Part A identifies the undisputed facts supported by Mr. Miao's deposition testimony establishing sufficient basis for the court to grant the Motion. Part B illustrates that Plaintiff has engaged in abuse of process by bringing this litigation, supporting summary judgment on Defendants' counterclaim for the same.

A. Mr. Miao's Admissions Support Summary Judgment in Favor of Defendants

1. *Undisputed That No Evidence Shows Defendants' Knowledge of Defects*

Nevada Revised Statute ("NRS") § 113.140 also provides that the Seller does not have to disclose any defect that he is unaware of. "Under NRS Chapter 113, residential property sellers are required to disclose any defects to buyers within a specified time before the property is conveyed." *Nelson v. Heer*, 163 P.3d 420, 425 (Nev. 2007) (citing NRS 113.140(1)). "NRS

1 113.140(1), however, provides that a seller is not required to ‘disclose a defect in residential
2 property of which [she] is not aware.’ ” *Id.* (citing NRS 113.100(1)). The Nevada Supreme
3 Court clarified that:

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

10 *Id.* at 425 (citations omitted).

11 Here, Mr. Miao admitted that there is no evidence that shows Defendants knew about
12 them. *Id.* at 245:1-13 (speculating that InvestPro made changes). He admitted that he has no
13 evidence Defendants knew about the alleged moisture conditions. *Id.* at 293:24-25-294:1-3.
14 Additionally, he also admitted that there is no evidence that Defendants knew about the alleged
15 issues with the plumbing system. *Id.* at 301:21-24. He also admitted that he did not know if
16 Defendants knew about the alleged issues with the duct work when TKNR owned the Property.
17 *Id.* at 314:5-19. He also recognized the deficiency in Plaintiff’s expert’s report that failed to
18 differentiate between conditions prior to when TKNR owned the Property, while it owned it, and
19 those afterwards. *Id.* at 321:17-21 – 322:3-6. He also established that a 63 year old property
20 could have issues that were not caused by Defendants. *Id.* at 324:6-15. This would have also
21 included any issues with the dryer vent and ducts, *Id.* at 325:3-20, and when the duct became
22 disconnected. *Id.* at 329:1-16. Finally, as admitted by Mr. Miao, the long-term tenant of the
23 Property was very happy with it and still resides there today, never specifying that Defendants
24 knew or should have known about the alleged issues. *Id.* at 163:12-25-164:1-6.

25 2. *Undisputed That Plaintiff Knew About Issues From SRPDF*

26 “Liability for nondisclosure is generally not imposed where the buyer either knew of or
27 could have discovered the defects prior to the purchase.” *Land Baron Invs., Inc. v. Bonnie*
28 *Springs Family LP*, 131 Nev. 686, 696, 356 P.3d 511, 518 (2015). NRS § 113.140 clearly

1 provides that the Seller Disclosures does not constitute a warranty of the Subject Property and
2 that the Buyer still has a duty to exercise reasonable care to protect himself. A completed
3 disclosure form does not constitute an express or implied warranty regarding any condition of
4 residential property. NRS § 113.140(2). Chapters 113 and “645 of Nevada Revised Statutes do
5 not relieve a buyer or prospective buyer of the duty to exercise reasonable care to protect himself
6 or herself.” *Id.* at § 113.140(2).

7 Here, Plaintiff received the SRPDF prior to the purchase of the Property. *Id.* at 201:22-
8 25. As to SRPDF, Plaintiff was aware that TKNR was an investor who had not resided in the
9 Property, and there were issues with the heating systems, cooling systems, and that there was
10 work done without permits. *Id.* at 201:1-25-202:1-12. Similarly, it was aware that the Property
11 was 63 years old at that time, *Id.* at 204:4-7, and all the work was done by a handyman other than
12 the HVAC installation. *Id.* at 205:14-25, *Id.* at 134:14-25 (understands the difference between a
13 handyman and a licensed contractor), 243:2 (“Yes. They did by the handyman, yes.”).

14 Despite these disclosures, Mr. Miao never followed up although he acknowledged that he
15 knew about the alleged permit issues. *Id.* at 204:23-25-205:1-4. Mr. Miao admitted that he
16 could have followed up on the issues identified in the SRPDF that included the HVAC and the
17 permits, *Id.* at 206:10-16, and he knew how to investigate the permit issue. *Id.* at
18 208:15-25-209:1, 245:22-25 (could have obtained permit information in 2018). Similarly, Mr.
19 Miao was aware that he should have contacted the local building department as part of his due
20 diligence. *Id.* at 260:22-25, 261:5-25. Further, he admitted Plaintiff was also on notice of the
21 potential for mold and the requirement to get a mold inspection. *Id.* at 213:5-16. Finally,
22 Plaintiff was also acutely aware of the requirement of Nevada law to protect itself by getting an
23 inspection. *Id.* at 209:2-25. Despite actual knowledge of these issues, Plaintiff did not elect to
24 have a professional inspection done. *Id.* at 160:17-20.

25 3. Undisputed That an Inspection Could Have Revealed Alleged Defects

26 “Liability for nondisclosure is generally not imposed where the buyer either knew of or
27 could have discovered the defects prior to the purchase.” *Land Baron Invs., Inc. v. Bonnie*
28 *Springs Family LP*, 131 Nev. 686, 696, 356 P.3d 511, 518 (2015). Liability for nondisclosure

1 does not apply when such facts are within the reach of the diligent attention and observation of
2 the buyer. *Mackintosh*, 109 Nev. at 633, 855 P.2d at 552 (alteration in original) (internal
3 quotation marks omitted). A buyer waives its common law claims of negligent
4 misrepresentation, fraudulent or intentional misrepresentation, and/or unjust enrichment when it
5 expressly agreed that it would carry the duty to inspect the property and ensure that all aspects of
6 it were suitable prior to close of escrow, and the information was reasonably accessible to the
7 buyer. *Frederic and Barbara Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 427
8 P.3d 104, 111 (Nev. 2018).

9 Here, the alleged defects identified by both parties' experts could have been discovered at
10 the time of the original purchase. Mr. Miao admitted that he had access to the entire building
11 when he originally inspected the Property in 2017. *Id.* at 250:22-25. He had access to the attic
12 and looked at it. *Id.* at 251:4-14. Mr. Miao admitted that Plaintiff's expert examined the same
13 areas that he did. *Id.* at 291:6-16. As Plaintiff's expert did not do any destructive testing, the
14 expert's access was exactly the same as Mr. Miao's original inspection. *Id.* at 291:1-5. In terms
15 of the Plaintiff's expert's inspection, Mr. Miao admitted that Plaintiff's expert's inspection of the
16 HVAC, *Id.* at 292:2-5, 293:18-23, and the plumbing system, *Id.* at 300:19-25-301:1-4, would
17 have been the same as his in 2017, and the pictures attached to Plaintiff's expert report were
18 areas that he could have inspected in 2017. *Id.* at 302:6-13.

19 Moreover, Mr. Miao had the same access to the Property in 2017 for the areas inspected
20 by Defendants' expert. *Id.* at 321:1-6. Incredibly, Mr. Miao agreed with Defendants' expert that
21 the alleged conditions identified by Plaintiff's expert were "open and obvious" in the roof area,
22 the attic area, and on the exterior/interior of the property. *Id.* at 318:22-25-319:3-4. He also
23 agreed with Defendants' expert's finding that there was no noticeable sagging in the roof. *Id.* at
24 333:20-24.

25 **B. Deposition Illustrates Abuse of Process by Plaintiff**

26 Plaintiff inflated its alleged cost of repair for issues known to it at the time it purchased
27 the Property from \$102,873.00 to \$600,000. *Id.* at 307:6-22. Moreover, Mr. Miao perjured
28 himself in his Declaration, Opp'n, Ex. 2, when he denied, under the penalty of perjury, that he

1 never made an offer to settle this matter for \$10,000. Ex. 1 at 259:5-15 (“so maybe I tell Lin,
2 Just pay us \$10,000”). Section II(D)(4) of the Motion illustrates the overall bad faith of the
3 litigation where Plaintiff admittedly amplified its alleged damages by more than 6x, and then
4 trebled the damages demanding \$16.25 Million in damages. It also set forth the egregious
5 attorneys’ fees by Plaintiff, which still continue as evidenced by the Opposition. It is unclear
6 what the driving force is related to this frivolous lawsuit, but the abuse of process is clear as a
7 matter of law and summary judgment should be granted accordingly.

8 **III. CONCLUSION**

9 Based on the foregoing, Defendants respectfully request that the Motion be granted in its
10 entirety.

11 Dated this 29 day of January, 2021.

12 MICHAEL B. LEE, P.C.

13 /s/ Michael Lee
14 MICHAEL B. LEE, ESQ. (NSB 10122)
15 MICHAEL MATTHIS, ESQ. (NSB 14582)
16 1820 E. Sahara Avenue, Suite 110
17 Las Vegas, Nevada 89104
18 Telephone: (702) 477.7030
19 Facsimile: (702) 477.0096
20 mike@mblnv.com
21 Attorney for Defendants
22
23
24
25
26
27
28

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 January, 2021, the foregoing **SUPPLEMENT TO
DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT AND OPPOSITION TO
COUNTERMOTION FOR CONTINUANCE BASED ON NRCP 56(f) AND
COUNTERMOTION FOR IMPOSITION OF MONETARY SANCTIONS** was served via
the Court’s electronic filing and/or service system and/or via facsimile and/or U.S. Mail first
class postage pre-paid to all parties addressed as follows:

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

/s/ Mindy Pallares
An employee of Michael B. Lee PC

EXHIBIT 1

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DEPOSITION OF FRANK MIAO
PERSON MOST KNOWLEDGABLE FOR WLAB INVESTMENT, LLC

Taken at Litigation Services
on Tuesday, January 12, 2021
at 9:00 a.m.

at 3960 Howard Hughes Parkway, Suite 700
Las Vegas, Nevada 89169

Reported by: Trina K. Sanchez, CCR No. 933, RPR
Job No.: 697915

1 APPEARANCES:

2 For the Defendants via videoconference:

3

MICHAEL B. LEE, ESQ.
MICHAEL B. LEE, P.C.
1820 East Sahara Avenue, Suite 110
Las Vegas, Nevada 89104
(702) 477-7030
mike@mblnv.com

7

For the Plaintiff:

8

9

BENJAMIN B. CHILDS, ESQ.
318 South Maryland Parkway
Las Vegas, Nevada 89101
(702) 251-0000
ben@benchilds.com

10

11

12

13 Also present via videoconference: Helen Chen

14

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1 I N D E X

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1 Entry onto Land and for Inspection
2 of Tangible Things Pursuant
3 to NRCP 34

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1 LAS VEGAS, NEVADA, TUESDAY, JANUARY 12, 2021;

2 9:00 A.M.

3 -000-

4

5 (In an off-the-record discussion held prior to the
6 commencement of the deposition proceedings, counsel
7 agreed to waive the court reporter requirements
8 under Rule 30(b)(5) of the Nevada Rules of Civil
9 Procedure.)

10

11 Whereupon,

12 FRANK MIAO,

13 having been first duly sworn to testify to the
14 truth, the whole truth and nothing but the truth,
15 was examined and testified as follows:

16

17 EXAMINATION

18 BY MR. LEE:

19 Q. Good morning, sir. Thank you for
20 appearing for your deposition today. You're
21 appearing as the 30(b)(6) or the person most
22 knowledgeable for this deposition; is that correct?

23 A. Yes.

24 Q. And you understand what that term means?

25 A. Yes.

1 firm in Monterey Park, Los Angeles, and working with
2 this accounting firm to set up the company. Then I
3 get the seal, all the documents together. Then
4 accounting firm continued to the accountants.

5 Every year we file the tax returns through
6 the company firm. I think they called the Southern
7 California Accounting something company.

8 **Q. A California accounting company?**

9 A. Yeah, California company. It's actually
10 we set up through that company.

11 **Q. What's the name of the company?**

12 A. Southern California Accounting.

13 **Q. Oh, okay.**

14 A. Yeah. If you go to the Chinese newspaper,
15 you will see that advertise, yeah, from the Chinese
16 newspaper, local newspaper.

17 **Q. So I went through your work history. You**
18 **know, like, 1990 to 2008, you were working in a, you**
19 **know -- capacity as an engineer supervisor. Did you**
20 **have to review many contracts during that time?**

21 A. Yes, yes. Yeah.

22 **Q. Okay. And then you understood the**
23 **importance of reading contracts; is that fair?**

24 A. Yes, yes.

25 **Q. How many of these contracts led to the**

1 Legal News, every day, every feature they have a lot
2 of legal notice and they have one called the Trustee
3 Sale Calendar; okay?

4 So actually, it's on the trustee sale
5 calendar that day, so I said, Okay. Maybe I -- so I
6 actually do a lot of the due diligence for other
7 property; right? So that I --

8 **Q. Let me pause you for a second. Hold on a**
9 **second.**

10 **So your due diligence for the properties,**
11 **what does that include?**

12 A. Okay. So before the auction, I go there.
13 When they have the lease, I go to check the Zillow,
14 then I go to the physical site to take a look;
15 right? Then -- I'm not a real estate agent, so I
16 cannot access to the title information. So I only
17 do this. From Zillow, Redfin, and Realtor.com,
18 after that I do a Google search, then I go to the
19 site to take a look at that house, inspect the
20 house.

21 **Q. So do you ever go to County Recorder's**
22 **page or Assessor's page to look at the property?**

23 A. Yeah, yeah, that one I did some.
24 Sometimes do the Assessor's page. Not in Nevada.
25 I'm sorry. In Nevada, I don't know that. In

1 question.

2 THE WITNESS: Yeah.

3 MR. CHILDS: He's asking if you know the
4 name.

5 THE WITNESS: No. I don't know her name.

6 BY MR. LEE:

7 Q. So this is just some trespasser that you
8 called the police on?

9 A. Yeah.

10 Q. Okay. This is 2018?

11 A. I think is 2018, yeah.

12 Q. Do you generally have a squatter problem
13 with the property?

14 A. Yes. As a matter of fact, today I just
15 saw the one text message that said one -- some
16 people go to my apartment.

17 Q. I mean --

18 A. It's not in this property. It's in
19 different property. So that's why the reason we put
20 a fence in this 2132.

21 Q. Have you ever had issues with squatters
22 since you put the fence up?

23 A. No.

24 Q. What other properties do you own in Las
25 Vegas?

1 A. We own 905 East Bonanza, 736 North 10th
2 Street, 728 North 11th Street, 732 North 11th
3 Street.

4 Q. Okay. So -- I'm sorry. The first one was
5 905 something or 965?

6 A. Yeah. Bonanza, Bonanza Road, East
7 Bonanza. B-O-N-A-N-Z-A.

8 Q. And I live by East Bonanza, so -- and then
9 you have 728 North 11th Street?

10 A. Yeah.

11 Q. 732 North 11 Street?

12 A. Yeah.

13 Q. There was one other one that I missed.
14 What was that?

15 A. 736 North 10th Street.

16 Q. They're all kind of close to each other,
17 yeah?

18 A. Yeah.

19 Q. And they're all in bad neighborhoods,
20 yeah?

21 A. Yeah. Very bad. I don't know the other
22 one. The reason I got lessons, not -- to be honest
23 with you, I'm ready to sell this one because my wife
24 after this incident, she tell me, Sell this. So I'm
25 interviewing the realtor to sell all this stuff.

1 up really bad.

2 BY MR. LEE:

3 Q. When did you buy 965 East Bonanza?

4 A. I forgot exactly the time. Let me check.

5 Zillow have the number. I forgot right now.

6 Probably 2015 or 2014. You ask all this

7 information. I don't remember details, but you can

8 go to the Zillow to find out.

9 Q. Do you still own the properties?

10 A. Yes.

11 Q. Do you still own the property --

12 A. We probably sell that one. My wife ask me

13 to sell this ASAP.

14 Q. Because it's in a bad neighborhood?

15 A. Because of the incident. She says it's

16 too tough dealing with tenant, this kind of tenant,

17 you know. Anyone can force a claim, something that

18 you can put me in jail, you know, so it's very bad.

19 Q. So 736 North 10th Street, when did you buy
20 that, your best estimate?

21 A. I think it's 2015, 2014, that range of
22 time too.

23 Q. What about 728 North 11th Street?

24 A. It's 2017.

25 Q. So was this one part of the 1031 exchange

1 that you used to buy --

2 A. Yes, yes, yes.

3 Q. What about 732?

4 A. It's the same.

5 Q. 2017?

6 A. Yeah.

7 Q. 308 Maryland?

8 A. Same thing, 2017.

9 Q. What about Valley?

10 A. Valley is probably 2014, '15.

11 Q. And Quiet Cove was 2019?

12 A. Yeah, '19.

13 Q. Okay. So everything in 2017 was part of
14 the same 1031 exchange --

15 A. Right.

16 Q. Okay. And then what about these ones that
17 were about 2014, 2015, was that --

18 A. Yeah. That is -- I -- I -- because I
19 was -- at that time, the -- attended some of the
20 real estate investment seminar training program that
21 was in Las Vegas. I liked Las Vegas, so I just
22 bought some rental property there.

23 Q. Have you brought any claims at all related
24 to any of these properties other than the Houston
25 property at any time?

1 A. No, no other claim.

2 Q. Did you do the inspections on all these
3 properties?

4 A. Yes.

5 Q. Except Quiet Cove?

6 A. Yes.

7 Q. And then you did the inspections prior to
8 purchase; right?

9 A. Yes.

10 Q. Who's your real estate agent that
11 represented you on these sales?

12 A. Okay. Usually, I doing that one. All the
13 real estate agency for all the other property is why
14 I go to the Zillow founder. Then I hire the listing
15 agent, like a buyer agent. Except --

16 Q. How many properties generally on Zillow --

17 A. Yeah.

18 Q. -- the listing?

19 A. Yeah. Then I just hire the listing agent,
20 like the buyer agent, to do that. Except this 2132
21 Houston Drive -- actually, this is -- just yesterday
22 I was thinking about this. I found out maybe
23 strange I didn't catch up at that time. This one
24 originally I found Zillow is Kenny Lin is listing
25 agent, right, so I contact Kenny Lin based on the

1 A. I don't think so because -- let me pull
2 out a list of things.

3 It's different. Compare with the
4 commercial multi-family house apartment and the
5 inspection was to the real estate transition was to
6 the single-family -- owner occupied the
7 single-family house. It's quite different.

8 By now, in the multi-family apartment,
9 right, that office building, these cannot
10 transition. They don't need a professional
11 inspection required. Why?

12 Q. Is that -- is that based on your
13 experience or your understanding?

14 A. Yes. And also this is common knowledge
15 for the multi-family investor/owner. Imagine -- for
16 example, in Las Vegas, you have more than a thousand
17 unit in one apartment complex; right? More than
18 1,000 unit. How you do the inspection for that
19 1,000 unit within 30 days? Because some is owner is
20 already have tenant occupied. How you notify each
21 tenant to open the door and let you in to inspect?
22 Impossible and infeasible. Cannot do that.

23 So usually for multi-family, this kind of
24 commercial rental property, when they're doing that,
25 they doing this because walks-through for common

1 area, right, they rely on the seller, which is owner
2 for the other property manager to make sure if they
3 did any repair work or development work, they have
4 inspection by City safety -- building safety and the
5 department.

6 Q. Okay. So this is based on your
7 understanding of what's required related to
8 inspections of multi-tenant properties?

9 A. Yeah, it's my understanding. I also
10 the -- I talked to the -- because of the investor,
11 we had joined this club called the landlord
12 association when I was in California. They used to
13 call the landlord association and also Las Vegas,
14 they also call Las Vegas Landlord Association.
15 Inside there's people that say it this way.

16 Q. So secondary information you received as
17 part of these associations?

18 A. Right, right, right.

19 Then also in according to the law, and
20 they said it very clearly, because this is
21 residential income property, right, rental income
22 property, multi-family, we need -- landlord need
23 provide housing and well-being and -- for the
24 tenant. The tenant is not going to do all this
25 inspection. They can't. The burden is on the

1 landlord to make sure all these building is safe and
2 in good condition.

3 Q. All right. So East Bonanza, is that a
4 multi-tenant property or single-tenant?

5 A. All is multi-tenant except the 9101.

6 Q. All of these are multi-tenant?

7 A. Yeah.

8 Q. Like, Houston is more or less a
9 single-family residence that was converted to
10 multi-tenant?

11 A. No. It's multi-tenant before all the
12 time.

13 Q. So are all these other places, like --
14 like, how many units does East Bonanza have?

15 A. Four units.

16 Q. All of them?

17 A. No. 736 North 10th Street is a six-unit,
18 and Mar -- then except that one, 2132 is a
19 three-unit.

20 Q. So 736 is how many units?

21 A. Six.

22 Q. Six units?

23 A. Yeah.

24 Q. And then 728 is how many?

25 A. Four units.

1 Q. Okay. Have you ever declared bankruptcy?

2 A. No.

3 Q. For licenses, you gave a long detailed
4 history of, you know, your professional experience.

5 What kind of professional -- other than
6 your driver's license, what kind of licenses do you
7 have?

8 A. I don't have real estate license. I don't
9 have that.

10 MR. CHILDS: Any license he's asking.

11 THE WITNESS: Not any license, no.
12 Driver's license.

13 BY MR. LEE:

14 Q. So no licenses at all, no professional
15 licenses?

16 A. No.

17 Q. I have a license to practice law. Do you
18 need any license to practice gasology or whatever
19 it's called, gasification?

20 A. No.

21 Q. No?

22 A. No.

23 Q. Do you have a property management license?

24 A. No.

25 Q. Did you answer orally?

1 property to do the rental and get the income for the
2 retirement.

3 Q. Is that residential rentals or commercial
4 rentals?

5 A. Residential. In California, it's mostly
6 residential rental.

7 Q. When did WLAB buy its first residential
8 property in California?

9 A. Since we set up the company, every one or
10 two year we just do that way. We have some rental
11 property we bought in California and also sold.

12 Q. Did you already own residential rental
13 properties prior to forming WLAB?

14 A. Yes, yes.

15 Q. Okay. When did you buy your first
16 residential home?

17 A. 2009 or 2000 -- yeah, 2009, 2008, that
18 range of time.

19 Q. And the owner of that property would have
20 been you and Marie?

21 A. Yes.

22 Q. Okay. What kind of property was it?

23 A. Single-family house.

24 Q. Where was it?

25 A. Single-family house in West LA.

1 heating -- or heater is not light up, so I call the
2 AC company -- or they call the AC company then to
3 fix the other one. They give me the receipt. Then
4 I just keep the receipt, then I pay them.

5 Q. Do you have a property management company
6 that manages the property for you or do you do it?

7 A. No. That one, no. No property manager.
8 Just I do it.

9 Q. And then for the handyman work or the
10 maintenance of it, how do you resolve that?

11 A. I just hire the -- from the -- the yellow
12 page or the Google, found the local people and call
13 them, ask them to go there to fix things.

14 Q. Are they -- like, what kind of people?

15 Like, handyman?

16 A. No. Usually it's a company. Licensed
17 contractor, not a handyman. I never hire handyman.
18 Mostly it's go to the yellow pages, found the
19 plumber. Go to the local plumber, licensed plumber
20 to do that. Actually, I say call the licensed --
21 actually, I say to do that.

22 Q. Well, like, in 2009, it's fair to say that
23 you understood the difference between a licensed
24 contractor and a handyman?

25 A. Yes, yes.

1 someone to do the work, you want -- you would

2 usually follow up and ask to see the permit and

3 inspection?

4 A. Yes, I will do that.

5 Q. Okay. So after Bundy, what else did you

6 guys buy?

7 A. We buy a lot of property in California.

8 Q. In general, how many properties do you

9 own?

10 A. A lot. More than ten. But I cannot count

11 exactly right now.

12 Q. More than ten in California or in total?

13 A. In California.

14 Q. So we know you own eight or nine here in

15 Vegas and that you own more than ten in California;

16 right?

17 A. Right, right, right.

18 Q. And then the properties that WLAB owns,

19 are there separate properties that you and Marie own

20 that aren't part of WLAB?

21 A. Yes, yes. We -- we thinking in the --

22 sometimes they use my wife name because she's get a

23 W-2. She can get a loan, so -- but some we change

24 the title. I went to the County recording office

25 and change the title because time to move to the

1 Q. So in terms of the inspection, like, in
2 general, have you ever used a professional
3 inspection company to do those for you?

4 A. I did some. One or two. Not much.

5 Because we did some work, buy some property in Yuca
6 Valley. I think I hired an inspector to do that.
7 Then later I found out, you know, what later
8 inspector report is not much different than what I
9 found. So later, we just didn't hire the
10 professional inspector doing this work.

11 Q. Can you spell Yucca Valley? Is that
12 Y-U-C-C-A?

13 A. Yeah, Y-U-C-C-A. Yeah.

14 Q. So you've only hired a professional
15 inspector once or twice. Do you recall which years
16 that would have been when you did that?

17 A. 2014, something like that. It's -- yeah,
18 early 2014, 2015. Let me see.

19 Q. Have you ever hired a professional
20 inspection company in Clark County, Nevada?

21 A. No. That's -- like I said, in the Nevada,
22 all the property is multi-family rental property,
23 so -- multi-family rental property usually don't
24 need professional inspector to do that.

25 Q. Do you know if there's professional

1 inspectors that will inspect multi-tenant

2 residential properties that have six units or less?

3 A. I -- I think some of the advertisement
4 they can do that, but I contact the -- they tried to
5 log money, but also we found out that you don't need
6 to do that. According to -- I talk to the other
7 landlord, them said it's a -- you know, if you have
8 lot of unit in that apartment, you cannot do the
9 inspection.

10 Then also the law is -- what they said for
11 the multi-family rental property, the seller must
12 provide a good, safe, and healthy environment for
13 tenant. So that is a burden is on the seller to
14 make sure that everything is safe.

15 The tenant is not going to inspect -- hire
16 an inspector to do the inspection before they rented
17 the building or the room; right? Then it's also --

18 Q. First of all, what is the law that you're
19 referencing in your discussion?

20 A. This is -- even you take a look at the --
21 here on this one, what's the deed of permit
22 inspection, is on the tenant and the landlord they
23 said this way. Yeah, they said you -- you have to
24 provide in the tenant. You have to provide healthy,
25 well-being facility for the tenant.

1 Q. -- it's also your understanding that --

2 MADAM REPORTER: Sorry. One at a time. I
3 didn't get any of that.

4 BY MR. LEE:

5 Q. It's also your understanding that the
6 professional inspection is not much different than
7 what you would perform?

8 A. Yeah, yeah.

9 Q. Okay. Since you've never had a
10 professional inspection done in Clark County, how
11 would you know?

12 A. That's -- that's what I said, I don't
13 know. What I said is in the -- my understanding is
14 there is no law in the Clark -- in the Nevada or in
15 California mandate to do the professional inspection
16 for the multi-family apartment.

17 Q. Is it fair to say that a professional
18 inspection may inspect areas that you don't
19 personally inspect in general when you purchase a
20 property?

21 MR. CHILDS: I'm going to object to that
22 because that calls for speculation.

23 MR. LEE: Speculation is not a proper
24 objection, so go ahead.

25 THE WITNESS: I don't think so. I go

1 through there very detail, and I even go more
2 detailed than the profession inspection when I was
3 down with the professional inspector for my summer
4 house in the property in Yucca Valley; right?

5 BY MR. LEE:

6 Q. Yucca Valley is California? Yes?

7 A. California, yeah, yeah.

8 Q. Okay. And you've never had a professional
9 inspection done in Nevada; correct?

10 A. I didn't do any professional inspection in
11 Nevada.

12 Q. And you've never done a professional
13 inspection in Clark County; correct?

14 A. No. I didn't hire any of the professional
15 inspection to do the inspection in the Clark County.

16 Q. So it's fair to say you don't know what
17 the additional areas that a professional inspection
18 would cover in Clark County?

19 A. Yes. I don't know, but yeah.

20 Q. Do you own any commercial real estate or
21 is it all residential?

22 A. What?

23 Q. Do you own any commercial real estate?

24 A. I think the multi-family, the apartment,
25 is commercial too. They call it commercial or --

1 inspector to do the inspection. And I said it this
2 way -- actually, we did -- the seller. The reason I
3 found out why I don't need to do the inspection, we
4 had one duplex in Yucca Valley; right? Before I
5 purchase, I hired the inspector to do that. They
6 are priced very high. I think it's about \$2,000 to
7 do the duplex inspection.

8 After that, I talked to the realtor;
9 right? The realtor said, You don't need to do that
10 because this is multi-family, this is rental
11 property. Seller make sure this -- everything is
12 good to sell you because you have need tenant to
13 make sure the safe and well-being for the seller --
14 tenant. That's just making me think about, Oh, this
15 is -- this -- this kind of thing. So I just don't
16 do that in the -- for the multi-family apartment
17 purchase.

18 **Q. That decision is based on cost and then**
19 **your belief that the seller makes sure that it's**
20 **habitable; correct?**

21 A. Right, right, habitable and -- yeah.

22 **Q. Okay. Let's go to the residential**
23 **purchase agreement that's dated August 11, 2017.**

24 (Exhibit 2 was marked for the record.)

25 ///

1 planning on purchasing this property individually or

2 what was -- you were going to get originally

3 financing for this purchase; right?

4 A. Yes. This is -- I identify the seller

5 property because we sold the one full price in

6 Twentynine Palms (phonetic). So we have some money.

7 We want to use the money to do the 1031 exchange,

8 so --

9 Q. How much did you sell the Twentynine Palms
10 property for?

11 A. Oh, gosh. I forgot the exact number.

12 Probably more than \$300,000, maybe \$400,000.

13 Q. With the 1031 exchange, you need to
14 purchase an equivalent amount of real estate;
15 correct?

16 A. Right, right, right, right.

17 Q. Okay. So whatever your 1031 exchange
18 would have been would have -- I mean, if you're
19 going to do a 1031 exchange, why did you need to try
20 to seek financing?

21 A. No. We do the 1031 exchange and then --

22 so we do that one for down payment. Okay. So we --

23 that's our reason we bought a whole bunch of

24 property. I think I buy four property during that

25 time.

1 A. Right, right.

2 Q. Okay. So let's stay on this document.

3 We're still on the August 11, 2017; okay?

4 A. Okay.

5 Q. Okay. So as part of this agreement, when
6 you go to page 28 of 166 --

7 A. Yeah.

8 Q. -- it's specified that the close of escrow
9 for the transaction would have been 30 days from
10 acceptance; correct?

11 A. Yes, yes.

12 Q. Okay. But, you know, based on your
13 financing falling through, that's the reason why you
14 ultimately had to end up canceling this agreement;
15 right?

16 A. Yes, because of the -- I think the Helen
17 Chen notified us. They said, you know, this not
18 closing on time in 30 days. They're going to take
19 the -- our deposit and then cancel this purchase
20 agreement. Then we said, Well, we got a problem
21 because of the 1031, we already filed the 1031
22 exchange including this property. Also, we don't
23 want to lose that \$5,000 deposit. So we said, Can
24 we do that one? Wait put more cash. We try to get
25 a loan. If we still can't get a loan by end of

1 A. No.

2 Q. No.

3 Okay. So, like, your wife's impressions
4 would be something I would have to ask her about
5 individually?

6 A. That's fine, yeah.

7 Q. You understand that the obligations
8 related to the buyer's due diligence to be done in
9 14 days of acceptance, though; correct?

10 A. Yes.

11 Q. And that's the reason why you are the
12 person who generally does the inspection of a
13 property?

14 A. Yeah. We do the -- I said that --
15 actually, my wife asked her -- usually I tell them,
16 I did the inspection. Because before, for the
17 purchase agreement, I go there personally to inspect
18 the property and do the very detailed inspection.

19 Then after that, I went to the property
20 several times too to the tenant and also other
21 things. Check the --

22 Q. Let's do it this way.

23 A. Okay.

24 Q. On -- when did you find the property? Do
25 you recall what date?

1 Q. Okay. Then tell me what happened.

2 A. Then I just go over the property all of
3 detail, surrounding area. I just check the other
4 building. Then this -- at that time, there's one
5 tenant there. So other two --

6 Q. So you had -- let me pause you.

7 So you had the ability to walk the
8 property with Kenny Lin?

9 A. Right, right.

10 Q. Okay. Like, do you recall all the areas
11 that you looked at?

12 A. Yeah. Actually, I walked the Unit B, C.
13 I go to there too. Now, Unit --

14 Q. So when you walked through them, what did
15 you look at?

16 A. I looked at a lot of things. For example,
17 like, the -- I point out some drywall is not
18 finished; right? And the -- some of smoke alarm is
19 not -- is missing and -- which is law required to
20 put in for smoke alarm. Then no carbon monoxide
21 alarm, so I ask them to put in.

22 Then in the kitchen, lot of electrical,
23 the outlet is not a GFCI outlet, so I tell them, I
24 said, You need to change this GFCI. Right now this
25 outlet is not meet code. You probably have problem.

1 Then the tenant get electrocuted somehow in the one

2 area. So I --

3 Q. What else did you inspect?

4 A. Then I inspected -- I found out there's a

5 lot of cabinets is new, so I said, Well, you got all

6 this new. They said, Yeah, we just did the

7 renovation for the kitchen cabinet and the fixtures

8 on the vanity are new. Then he also point out you

9 see all the shower, the ceramic tile is new shower.

10 Bathtub is new tile, all that one. He said he did

11 all new.

12 Then --

13 Q. Okay.

14 A. So I check that washer/dryer.

15 Q. Was there a sink that was clogged during

16 the time you did your inspection?

17 A. No. No, no clog.

18 Q. So there was never a clogged sink issue at

19 all?

20 A. I was inspect new tenant. Only one

21 tenant. Unit A have people. Other units, B and C,

22 at that time I think is vacant. Then I opened the

23 faucet, the water go through.

24 Okay. Then checked the ceiling --

25 actually, I mention to the Kenny Lin I saw the

1 ceiling, one whole ceiling is popcorn ceiling in
2 Unit C. I said, Well, you know, this popcorn
3 ceiling have issue if we have asbestos. They said,
4 No, no, no, no problem because -- I said, This is
5 older house. Then he said, If you don't touch that
6 one, it's okay.

7 Q. So you noticed that the property had
8 popcorn ceiling. What were you concerned about,
9 potentially asbestos?

10 A. Yeah, because I have experience when I
11 build my house in Arcadia, so I told them, If we got
12 popcorn ceiling there, then they may have asbestos.
13 Then they said, If you don't expose and disturb
14 that, that's okay. I said, Okay. I know that is
15 some people say that way too. So I just said --
16 ask, We don't disturbing that one, it's okay.

17 Q. But although you had this concern about
18 potential asbestos, did you do an inspection for
19 asbestos?

20 A. I didn't do the inspection, but I just
21 said -- he tell me if we're not disturbing that one,
22 it's not issue, so I just -- I said -- because he
23 already rental to tenant, so what's the point for me
24 to argue that.

25 Q. So Mr. Lin, did he ever tell you to get an

1 A. Not that we -- we noticed that this is
2 multi-family house. We don't need to do the
3 professional inspection. Even they ask us, This
4 is -- because this is dealing with the tenant --
5 with the owner or seller issue.

6 Q. Okay. So my question was: Was it
7 possible that Ms. Chen had told either you or your
8 wife that you needed to get a professional
9 inspection done?

10 A. Maybe. Maybe. I don't know. I just said
11 I cannot say on behalf of my wife because my wife,
12 she maybe received email from Chen.

13 Q. Okay. And as far as you know, do you
14 recall or not if she told you that you needed to get
15 a professional inspection done?

16 A. I don't think that I recall the memory on
17 that because I always tell my wife, I said, We
18 already done the inspection. That's the reason we
19 decide to buy this property; right?

20 Q. So if I break it down, you don't remember
21 if that happened; is that fair?

22 A. I don't remember, yes.

23 Q. Okay. And then the second thing is you
24 told your wife that you had already done the
25 inspection so you didn't need a professional

1 inspection?

2 A. Yes.

3 Q. Okay. So if we go back to the residential
4 purchase agreement, which is Exhibit 2, it was
5 conditioned originally on you having the ability to
6 complete your due diligence. So is it your
7 understanding that when you did your inspection on
8 August 10th, 2017, that that was your -- you doing
9 your due diligence?

10 A. Yes, yeah. That is on the understanding
11 we do the due diligence.

12 In addition to the initial inspection in
13 August 10th, I went to the site a couple of times.
14 I think another two times. Then take a look at the
15 surrounding environment, talk to the tenant Unit 1
16 also.

17 Q. And this is some -- like, can you estimate
18 the time frame when you talked to the tenants?

19 A. Just between the -- we purchase that one
20 in the 30 days, the due diligence period. I went to
21 there.

22 Q. Do you recall what those -- what you
23 learned during those conversations?

24 A. No. At that time, the tenant is very
25 happy. He said that, Yeah, I like this. We living

1 very good, and that's the reason he got my phone

2 number.

3 Q. Okay. Do you remember the name of this
4 tenant?

5 A. Yeah, Nicholas. He's the guy that's still
6 living there, Unit A. I give his phone number. I
7 said, Well, if we go to buy this property, I'm the
8 new owner, so I gave him his phone number.

9 Q. Okay. If we go back to Exhibit B, page
10 28, 7A, Property Inspection/Conditions, it says,
11 "During the due diligence period, buyer shall take
12 the actions buyer deems necessary to determine
13 whether the property is dissatisfactory to the
14 buyer." It goes on, but I'm going to stop there.

15 Based on what you've described, you
16 believe that you took the actions necessary to
17 determine if a property was satisfactory to you,
18 WLAB, to purchase it?

19 A. Yes. Based on -- we bought this -- we go
20 to the inspection, then we also talk to the tenant,
21 so we thinking this is investment property; right?
22 So financial it's looking at the rent, it's
23 reasonable, it's not very high compared with the
24 surrounding area. Then also financially, it's good.

25 Then I take a look at the -- everything

1 outside. Good. So I said, Fine. That's satisfied.

2 That's the reason I command my wife to sign the

3 purchase agreement.

4 Q. So with the rent that you described, did
5 you receive rent rolls about what the current rental
6 rates were for the property --

7 A. At that time only one tenant.

8 Q. One tenant.

9 But around that time, you already received
10 all the lease agreements and everything; correct?

11 A. I didn't receive leasing agreement until I
12 purchase it.

13 Q. Okay. So you did receive the lease
14 agreements that were for the property?

15 A. Yeah, yeah, yeah, yeah. After that, yeah.

16 Q. Okay. So if we keep reading on 7A, it
17 says -- line 36 on the left-hand side. "During such
18 period, buyer shall have the right to conduct
19 noninvasive, nondestructive inspections of all
20 structural, roofing, mechanical, plumbing,
21 heating/air conditioning, water/well/septic,
22 pool/spa, survey square footage, and any other
23 property or systems through licensed and bonded
24 contractors or other qualified professionals."

25 Did I read that correctly?

1 A. Yes, yes.

2 Q. So at the time when you did your
3 diligence, you had a right to conduct noninvasive,
4 nondestructive inspection; correct?

5 A. Yes, I did.

6 Q. And you had the opportunity to inspect all
7 the structures?

8 A. I check the other one -- on the walk, I
9 don't see the new cracking, so the -- some older
10 cracking. I check the neighbor who also have that
11 one. I think it's okay; right? Then the --

12 Q. Okay. So can you spell --

13 A. I can see. I'm the professional at that
14 time, so --

15 MADAM REPORTER: One at a time, please.

16 BY MR. LEE:

17 Q. Can you spell that last word? You can see
18 the packing?

19 A. No. I can see. I'm the -- also
20 professional.

21 Q. Yes.

22 A. So that's -- I'm thinking in here they
23 said, "Qualified the professional inspection";
24 right? Other qualified professional, so I'm
25 thinking, Yeah, we did other one.

1 Q. Okay. So my question related to you had
2 the opportunity to inspect the structure of the
3 property; correct?

4 A. Usually inspect the structure, no -- and
5 the invasive is you just look around the wall, make
6 sure wall is no big crack there, right, that kind of
7 thing.

8 Q. So you had the right to inspect the
9 structure; correct?

10 A. Yes, yes, I did that.

11 Q. You had the right to inspect the roof; is
12 that correct?

13 A. Yes.

14 Q. Okay. Did you do that?

15 A. I forgot. I maybe did that because
16 usually I go to the roof.

17 Q. Okay. Did -- you had a right to inspect
18 the mechanical systems; correct?

19 A. That's a Kenny Lin that point out, said
20 there's a new one, so I didn't go there. It's a
21 brand-new one.

22 Q. You had the right to inspect the
23 mechanical system; correct?

24 A. Right. Yes, yes.

25 Q. You had the right to inspect the

1 electrical systems; correct?

2 A. I check the electrical system, yes.

3 Q. You had a right to inspect the plumbing
4 systems; correct?

5 A. Yes.

6 Q. You had the right to inspect the
7 heating/air conditioning system; correct?

8 A. Yes.

9 Q. You had a right to inspect the
10 water/well/septic systems; correct?

11 A. Yes. This is not applicable.

12 Q. Yeah. Like, pool or spa, there's no pool
13 or spa; right?

14 A. Yeah.

15 Q. You didn't do a survey. You didn't go out
16 there with a little land --

17 A. No, no, no, no. This is nothing land, you
18 know, yeah.

19 Q. Did you -- I'm sure you didn't -- like,
20 you had the right to inspect the square footage, but
21 I'm sure you didn't go out there with a tape
22 measure.

23 A. No, I didn't. I just -- it's rental
24 property, you know.

25 Q. Yeah. But you had the right to inspect

1 the square footage if you wanted?

2 A. Yeah.

3 Q. And then you could have inspected any
4 other property or system within the property itself;
5 correct?

6 A. Yes, yes.

7 Q. Okay. Now, I understand that you did the
8 inspection and you think you're a qualified
9 professional; right?

10 A. Yes.

11 Q. But you're not licensed; is that right?

12 A. Yeah. I'm not licensed, yeah.

13 Q. And you're not bonded; right?

14 A. No. Yes.

15 Q. Okay. Then it also says down here on line
16 43, "Buyer is advertised to" -- excuse me. "Buyer
17 is advised to consult with appropriate professionals
18 regarding neighborhood or property conditions."

19 Did I read that correctly?

20 A. Yes.

21 Q. Okay. Did you consult with any other
22 appropriate professionals?

23 A. Actually, that is -- I went to the second
24 time, a third time, I take a look at the
25 neighborhood surrounding, talk to tenant and talk to

1 the neighborhood.

2 Q. Okay. And everyone was pretty happy with
3 the neighborhood?

4 A. Right, because of that -- across the
5 street is apartment. I went to the apartment too,
6 the seller apartment there.

7 Q. And the tenant who still lives there was
8 pretty happy at the time?

9 A. Yeah.

10 Q. Okay. Under 7B, it says, "Buyer's right
11 to cancel or resolve objections."

12 A. Mm-hmm.

13 Q. So under line 55, Roman numeral II, "No
14 later than the due diligence deadline referenced in
15 Section 7, resolve in writing with seller any
16 objections buyer has arising from buyer's due
17 diligence."

18 Did I read that correctly?

19 A. Yes.

20 Q. We'll get to this in a minute because I
21 know that Ms. Chen had submitted some changes that
22 you wanted and I think there's some text messages
23 about that, so we'll get to that in a minute; okay?

24 A. It's email and text message, yeah.

25 Q. Email and text messages?

1 A. Yeah.

2 Q. So those would have been those issues that
3 you decided that needed to be resolved prior to you
4 purchasing it; correct?

5 A. Right, because of the -- I tell them,
6 based on my experience, this is needed to resolve
7 before the appraisal inspection because otherwise
8 they may not approve the appraisal, then I cannot
9 get loan. Because mostly by law it should be done.

10 Q. Sorry. By law what should be done?

11 A. By the unified building code, it should be
12 correct.

13 Q. Okay. So by your understanding of what
14 the building code is for these other applicable
15 standards, that's what you mean by "the law"; right?

16 A. Okay. Yeah. For example, in the unified
17 electrical code, very specific it says, Any new or
18 renovated building near the water, like a garage,
19 kitchen, bathroom, electric, all that, near the
20 water need to be done by the GFCI. So that's the
21 reason I wrote that one. I said, You need to do
22 that before you get a --

23 Q. I asked you: Have you read the 1952
24 Uniform Building Code?

25 A. No.

1 Q. Okay. Have you read the National
2 Electrical Code?

3 A. I read the National Electrical Code long
4 time ago.

5 Q. So are you familiar with it or understand
6 everything that's required under the National
7 Electrical Code?

8 A. New one. Anything the -- new after 2015,
9 requirement. That is the requirement.

10 Q. Have you ever taken any exams or
11 licensures related to your competency related to the
12 National Electric Code?

13 A. I don't recall that I need to do
14 examination for the code. Even you apply the
15 electrical permit -- electrician permit -- I don't
16 know.

17 Q. You have an electrician permit?

18 A. I haven't -- I didn't -- I don't have the
19 license for the electrician license.

20 Q. Have you read the International Building
21 Code?

22 A. I read it before.

23 Q. Okay. Have you ever taken any licensing
24 or certifications to qualify you as competent under
25 the International Building Code?

1 A. I didn't take exam, but I -- actually, I
2 take the course. I almost apply the general
3 contractor license.

4 Q. So you almost applied for it or you didn't
5 apply for it?

6 A. Yeah, I didn't apply for it because what
7 happened is I found out I need working for some
8 company to get apprenticeship for several years
9 before you can apply for general contractor license.

10 Q. So other than simply just reading some of
11 these materials, you've never been tested on your
12 scope of knowledge; is that fair?

13 A. Yes. I didn't get a testing, yeah.

14 Q. Never received your contractor's license
15 that you were thinking about applying for; right?

16 A. Right, right, yeah.

17 So I actually pay the money for a lot of
18 -- take courses for the general contractor license,
19 that kind of application cost in California.

20 Q. There's no certifications that show you
21 actually passed the coursework --

22 A. Maybe I can find some because they did the
23 online testing for each course that counts that one.
24 I accumulated enough credit to apply the general
25 contractor license. I did some. Maybe online maybe

1 I can find out some result. I just don't remember
2 one. I know that company before did that, that
3 school, at Golden Gate Contracting School, something
4 like that.

5 Q. Okay. So you may have taken some exams --

6 A. Yeah.

7 Q. -- or you may not have taken exams related
8 to --

9 A. I may take some exam, but I needed find
10 out the -- it's all online. They give you -- you
11 buy the book, then they have online courses. I go
12 to attend on -- do the online exam online.

13 Q. Have you read the International
14 Residential Code?

15 A. No. I don't know that code.

16 Q. So is it possible that there's codes and
17 standards related to, I guess, Clark County and
18 Nevada that you may be unfamiliar with?

19 A. Maybe, but for this GFCI, it's very
20 common. The reason is a lot of people, when they do
21 the renovation, right, they think they can continue
22 using older code. That is false. They have to
23 use -- adopt a new code to meet new code.

24 Q. Okay.

25 A. So if they doing the renovation, then they

1 have to do the -- meet the new code. They cannot
2 just use existing older 1950, the code. That's for
3 sure I know that. That's the reason I tell the
4 Kenny Lin, I say, You say you're doing the
5 renovation there. You need to meet the new code.

6 At that time, I remember telling Lin, I
7 said, Well, if your tenants complain to the code
8 enforcement, the code enforcement may shut down this
9 property due to --

10 **Q. On August 10th, 2017, you told Mr. Lin**
11 **that the building was not up to code; correct?**

12 A. I tell them that area, the electrical code
13 is not up to code and also no smoke alarm and no
14 carbon monoxide alarm. It's not going to meet the
15 code.

16 Oh, there's another thing I tell him. I
17 found out there's electrical conduit in Unit C
18 exposed on outside the wall, so I said, Well, you
19 need to do something to cover that up. I don't know
20 whether you meet code or not. Then at that time,
21 Lin also noticed that.

22 **Q. This is around the August 10, 2017, time**
23 **frame?**

24 A. Yeah. August 10, 2017.

25 **Q. Okay. So you went over the objections.**

1 Resolve any objections. We'll get to that in a
2 minute when we get to the emails.

3 If we look at page 29, Item D, starting at
4 line 11, it says, "We strongly recommend that a
5 buyer retain licensed Nevada professionals to
6 conduct inspections."

7 Did I read that correctly?

8 A. Which one? Which page?

9 Q. Line 11.

10 A. Yeah.

11 Q. Do you see that? It's in italics.

12 A. Yeah, yeah, yeah.

13 Q. "It is strongly recommended that buyer
14 retain licensed Nevada professionals to conduct
15 inspections."

16 A. Yes.

17 Q. Yeah. So you were aware of this
18 recommendation at the time --

19 A. Yeah, I know.

20 Q. -- when you guys were purchasing the
21 property?

22 A. But, you know, we found out that later
23 even professional licensed inspector would not find
24 this issue that we're currently in the litigation.
25 I already explained very detailed about that.

1 They put it -- draw the hole, they -- there's
2 that -- there's new conduit line go to the building,
3 go to the breaker -- not breaker. At that time,
4 it's a fuse box. New line go there.

5 Q. So this is the box unit that we're talking
6 about?

7 A. Yeah. That is unit with two windows AC,
8 that unit.

9 Q. Okay.

10 A. Unit A, the tenant there. They said when
11 they move in there before, there's giant heat pump
12 on the roof. The roof was shaking. Then he call
13 the InvestPro. Then later, he said he going to call
14 the code enforcement. Then the InvestPro change the
15 rules, the bigger AC, the heat pump to the -- to
16 smaller. Then they put a new conduit, new line for
17 the window AC.

18 Q. Okay. So going back to paragraph 7D --

19 A. Yeah.

20 Q. -- right, after the language that's in
21 italics, would you admit that because it's in the
22 italics, it's conspicuous, you can see this
23 language?

24 A. Yeah. Yeah.

25 Q. Okay. Then it goes on to say, "If any

1 inspection is not completed and requested repairs
2 are not delivered to seller within the due diligence
3 period, buyer is deemed to have waived the right to
4 that inspection and seller's liability for the cost
5 of all repairs that inspection would have reasonably
6 identified had it been conducted."

7 Did I read that correctly?

8 A. Yes, yes.

9 Q. Okay. So we'll eventually get to the
10 issues that, you know, Ms. Chen identified that you
11 wanted corrected in the emails or text messages.

12 Is that fair to say that those are the
13 only issues that you deemed needed to be resolved to
14 go forward with the purchase?

15 A. Yeah. After that time, yes.

16 Q. Okay. So in terms of the waivers, you
17 know, waived some of the inspections that's on page
18 26, lines 18 and 19, do you see that box there?

19 A. Yeah.

20 Q. Okay. You -- like, did you agree to waive
21 these inspections based on your --

22 A. No.

23 Q. -- issue or did your wife?

24 A. Actually, all this is prepared by the
25 Helen Chen; okay?

1 A. Which page is that you want me to read?

2 Q. That's page 34, line 1 through 8.

3 A. Yes. Agreed.

4 Q. All right. So you understand that the
5 prevailing party shall be entitled to their
6 attorney's fees and costs; correct?

7 A. Right.

8 Q. Then it says this is a legally binding
9 contract.

10 You understood that?

11 A. Yes.

12 Q. And it was bold and conspicuous?

13 A. Yeah.

14 Q. And it says, "All parties are advised to
15 seek independent legal and tax advice to review the
16 terms of this agreement."

17 You saw that? Yes?

18 A. Yes.

19 Q. Do you agree that all the terms that we
20 discussed in this agreement are conspicuous and
21 understandable terms?

22 A. I need to check. I thought this is a
23 standard residential purchase agreement.

24 Q. This is a residential purchase agreement.

25 A. Yeah, yeah, standard one. It's, like, the

1 standard residential agreement with -- so if that is

2 the very standard one, I agree with that.

3 Q. Yeah. I mean, you're talking about, like
4 standard, GLVAR or whatever the applicable standard
5 form would be in California; right?

6 A. No. Even in Nevada, this one, I saw
7 this -- if this is the Nevada standard residential
8 purchase agreement. So -- because currently they
9 have InvestPro Realty logo there. So if it's a
10 standard, then I agree. If it's InvestPro put
11 themselves, then I'm not agree.

12 Q. So if you go to page -- any page in this
13 agreement, at the bottom of the page, it says,
14 "Copyright 2017, Greater Las Vegas Association of
15 Realtors."

16 Do you see that?

17 A. Yeah. Okay.

18 Q. Okay. So do you know what GLVAR means?

19 A. Yeah.

20 Q. Okay. Would you agree that that's a
21 standardized business that does standardized forms?

22 A. Yeah, but you see it also says, "This form
23 is presented by Liwei Chen InvestPro Realty"; right?
24 Then also here, the logo says the InvestPro Realty.

25 Q. You had purchased several residential

1 properties prior to this; correct?

2 A. Yeah, yeah.

3 Q. Okay. And then you actually purchased
4 several in Nevada prior to this transaction;
5 correct?

6 A. Yes.

7 Q. Do you find that this agreement was very
8 standard related to your other experience related to
9 those transactions?

10 A. I think at that time I was thinking they
11 should be the same with other change.

12 Q. Did you find anything that was -- in this
13 agreement that was different than the other
14 transactions that you were involved with?

15 A. No, not yet.

16 Q. No? Okay.

17 Let's go on to our next exhibit, which
18 would be the seller's real property disclosure form.

19 A. Yeah.

20 Q. The Bates on it should be page 36 of 166
21 to page 40 of 166.

22 Do you see that?

23 A. Right.

24 MR. LEE: Let's mark this next in order.

25 (Exhibit 3 was marked for the record.)

1 BY MR. LEE:

2 Q. So the date of this agreement is

3 August 2nd -- this document is August 2nd, 2017.

4 A. Yeah.

5 Q. The Bates range is page 136 to page 140;

6 is that correct?

7 A. Yeah. So --

8 Q. This is the seller's real property

9 disclosure form?

10 A. Yeah. So that's -- I want to ask real

11 this one -- reason I realize -- actually, they did

12 prepare this one even before we inspect the property

13 and before we even -- actually without the --

14 MR. CHILDS: But there's no question

15 pending, Frank. It will probably go quicker if you

16 wait until he asks a question.

17 THE WITNESS: Oh, okay. Okay.

18 MR. CHILDS: And I apologize for

19 interrupting. I'm just trying to speed it up.

20 THE WITNESS: Okay. Sorry. Okay.

21 BY MR. LEE:

22 Q. So you recall receiving this real property

23 disclosure form; correct?

24 A. Yes.

25 Q. Okay. And then it clearly says that the

1 seller had never occupied the property; right?

2 A. Yes.

3 Q. Okay. And then also indicates that the
4 type of seller was an investor; correct?

5 A. Yes.

6 Q. Okay. Then down in the middle of the page
7 where it says, "System/appliances" --

8 A. Uh-huh.

9 Q. -- "Are you aware of any problems and/or
10 defects with any of the following," and then it has
11 next to "Heating systems," "Yes, there were problems
12 or defects."

13 That's correct? Yes?

14 A. Yes, they said this.

15 Q. And then it also shows next to the cooling
16 system that they were aware of problems with that as
17 well? Yes?

18 A. Yes, yes.

19 Q. Okay. And then this is initialed by
20 DocuSign by MZ, which is Marie Zhu; right?

21 A. Yeah. My wife, yeah.

22 Q. Okay. Go to page 37 --

23 A. Mm-hmm.

24 Q. -- under No. 1 where it specifies,
25 "Property conditions, improvements, and additional

1 "Was the property constructed on or before
2 December 31st, 1977," and it says "yes"; right?

3 A. Yeah.

4 Q. You knew this was a 63-year-old property
5 at the time you were purchasing it; right?

6 A. Yes. I remember it's older building, then
7 they do the renovation. That's what I thought.

8 Q. Okay. So then we turn the page to page
9 38 --

10 A. Okay.

11 Q. -- "Explanations." "Any 'yes' to the
12 questions on pages 1 and 2 must be fully explained
13 here"; right?

14 A. Yes.

15 Q. And then it specified that one of the
16 units has brand-new kitchen cabinets installed.
17 It specifies that; right?

18 A. Yes.

19 Q. It says, "All three units have brand-new
20 AC installed within three months."

21 You see that? Yes?

22 A. Yes.

23 Q. Okay. And it says all three bathrooms are
24 redone within two years.

25 Do you see that? Yes?

1 A. Yes.

2 Q. You said, "Sprinklers or landscaping

3 doesn't work. All pipes are broken."

4 You see that? Yes.

5 A. Yes.

6 Q. Okay. "Please consider that there are no

7 sprinkler system."

8 Do you see that? Yes?

9 A. Yes.

10 Q. It says, "AC units are installed by

11 licensed contractor."

12 You see that? Yes?

13 A. Yes.

14 Q. And it says, "All other work are done by

15 owner's handyman."

16 You see that? Yes?

17 A. Yes.

18 Q. It says, "Owner never resided in the

19 property"; right?

20 A. Yes, yeah.

21 Q. And you never visited the property? Yes?

22 A. Yes.

23 Q. Okay. So when they disclosed that there

24 was construction and modification, alterations,

25 and/or repairs made without State, City, County

1 building permits, which was also work that was done
2 by owner's handyman, did you ever do any follow-up
3 inquiries to the seller about this issue?

4 A. No, I didn't follow up. I was thinking
5 that the work is just like regular change to the AC.
6 And you have existing heat pump that doesn't work,
7 which we give that -- then we just hired the
8 licensed AC contract, replace the old one to the new
9 one. That's my --

10 Q. Under the disclosure form --

11 A. Yeah.

12 Q. -- like, where it specified that there
13 were heating system/cooling system issues that
14 they're aware of, that you could have elected to
15 have an inspection done at that time; correct?

16 A. Yes.

17 Q. Okay. When it specified that there were
18 construction, modification, alterations, and/or
19 repairs made without any State, City, or County
20 building or permits, you could have gone through and
21 had an inspection done on what the permits were for
22 the property; correct?

23 A. Could you repeat again?

24 Q. Nothing prohibited you from going and
25 pulling the permits for the property at any time;

1 BY MR. LEE:

2 Q. Do you have an understanding that you
3 could not get a copy of the permits that were done
4 on the property as a third party?

5 A. Yes, you can do that.

6 Q. Okay. So you could have pulled a copy of
7 any of the permits for the property at any time?
8 Yes?

9 A. Yes.

10 MR. CHILDS: Object as to the same thing
11 about the "pull." Just obtaining copies of the
12 permits I think is the confusing --

13 THE WITNESS: Yeah, yeah, this is correct.

14 BY MR. LEE:

15 Q. Okay. So as your attorney said, you could
16 have obtained a copy of the permits at any time?
17 Yes?

18 A. Yes.

19 Q. Okay. And then it's fair to say that just
20 put you on notice of the potential permit issue;
21 correct?

22 A. Yes.

23 Q. It also put you on notice of the issues of
24 everything that's basically specified on page 38;
25 correct?

1 A. Yes.

2 Q. If we go to page 40 --

3 A. Mm-hmm.

4 Q. -- there's a bunch of Nevada statutes
5 here.

6 A. Mm-hmm.

7 Q. If you look at NRS 113.140 --

8 A. Mm-hmm.

9 Q. -- do you see that at the top of the page?

10 "Disclosure of unknown defects not required. Form
11 does not constitute warranty duty of buyer and
12 prospective buyer to exercise reasonable care."

13 Do you see that?

14 A. Yes.

15 Q. Okay. So this disclosure form gave Marie
16 Zhu, your wife, a copy of the Nevada law that was
17 applicable to the sale of the property; correct?

18 A. Yeah.

19 Q. Okay. And under NRS 113.1403, it
20 specifies, "Either this chapter or Chapter 645 of
21 the NRS relieves a buyer or prospective buyer of the
22 duty to exercise reasonable care to protect
23 himself."

24 Did I read that correctly?

25 A. Yes.

1 contaminants; right?

2 A. Exactly, yeah.

3 Q. What did you say?

4 A. Yes, I agree.

5 Q. Okay. And it says, "It's the buyer's duty

6 to inspect. Buyer hereby assumes responsibility to

7 conduct whatever inspections buyer deems necessary

8 to inspect the property for mold contamination.

9 "Companies able to perform such

10 inspections can be found in the yellow pages under

11 environmental and ecological services."

12 I read that correctly? Yes?

13 A. Yes.

14 Q. Okay. And then you elected not to get a

15 mold inspection; correct?

16 A. Yeah. I just do the preliminary

17 inspection. I didn't see that because of the mold,

18 which is happen if you have wood on the wall and

19 also on the floor. I saw the other one is ceramic

20 tile and the concrete on the wall, so it's no issue

21 about the mold.

22 Q. This would be faster if you just answer

23 the questions I'm asking you; okay?

24 A. Okay. So I said yes, no problem.

25 Q. Okay. All right. So you believe that you

1 a professional of their choice regarding any
2 questions or concerns before its execution";
3 correct?

4 A. Yes.

5 Q. So you relied upon your own determination
6 related to the potential mold exposure of the
7 property; correct?

8 A. Yes.

9 Q. Okay. And you elected to proceed with
10 purchasing it without a professional mold
11 inspection; correct?

12 A. Yes.

13 Q. The next document, which is the trustee's
14 deed upon sale.

15 A. Yeah.

16 Q. Okay. This is Bates labeled page 14 of
17 166, page 15 of 166?

18 A. Yeah.

19 MR. LEE: We'll mark it as Exhibit 5.

20 (Exhibit 5 was marked for the record.)

21 BY MR. LEE:

22 Q. My only question is: Did you know at the
23 time that you purchased this property that the
24 investor bought the property at a foreclosure sale?

25 A. I think so. Yes.

1 this email. This email is I. It's me, it's me. I
2 send it to the Helen Chen. So I think Helen Chen
3 should disclose that one too. We require all the
4 email. She didn't disclosure that one.

5 Q. So let's just use Exhibit --

6 A. Yeah. I --

7 MR. CHILDS: Just wait until he asks a
8 question, Frank.

9 BY MR. LEE:

10 Q. Let's just use Exhibit 7 since it contains
11 more information; okay?

12 A. Okay.

13 Q. So we had previously talked about as it
14 related to the August 11th, 2017, residential
15 purchase agreement that you had asked for some
16 change order; right?

17 A. Yes. I asked them to change on the email
18 stuff, yeah.

19 Q. And then after your inspection, you
20 determined that what you needed to have repaired or
21 fixed included broken glass; is that fair?

22 A. Yeah.

23 Q. Repair and refinish the inside drywall
24 around the AC unit?

25 A. Yes.

1 Q. Repair and/or replace the broken
2 thermostat?

3 A. Yes.

4 Q. You also asked them to change the outlets
5 in the kitchen and the bathroom to GFI outlets; is
6 that correct?

7 A. Right, right.

8 Q. And you asked them to install carbon
9 dioxide alarms; is that right?

10 A. Yes.

11 Q. For a CO alarm, do you mean smoke detector
12 or carbon monoxide?

13 A. The smoke detector is a fire alarm, but
14 the CO alarm is sometimes, you know, they running on
15 the nitro gas appliance, they may have a CO2 -- or
16 CO can kill people.

17 Q. So monoxide, one oxide?

18 A. Yeah. Carbon monoxide, yeah.

19 Q. Okay. Then you also wanted \$1,000? Yeah?

20 A. Yeah. Then so -- we say, If -- they say
21 if the seller cannot do so, please provide
22 additional \$1,000 credit so we will install before
23 closing.

24 Q. So these are the only items that you
25 decided that needed to be changed under the original

1 purchase agreement; correct?

2 A. Yes.

3 Q. Okay. And then in response, I guess it's
4 August 24th, 2017, they rejected it and said they
5 would only agree to repair the broken glass; is that
6 correct?

7 A. Yeah, yeah.

8 Q. They would repair and refinish the inside
9 drywall around the inside AC unit?

10 A. Yeah.

11 Q. They would repair or replace the broken
12 thermostat?

13 A. Yeah.

14 Q. They would change the outlets that you
15 requested; correct?

16 A. Yes, yes. They said they change, but in
17 reality, no.

18 Q. Are you saying they didn't change them?

19 A. They didn't complete. Some still there
20 not changed. I changed them.

21 Q. Did you do a walk-through prior to the
22 close of escrow to see if they had changed them or
23 not?

24 A. That's what I said. The one doing the
25 walk-through, I point out to Helen Chen. They said

1 through, we didn't do the walk-through, but all
2 the -- we did a walk-through in December when we
3 finally purchased the property.

4 Q. Okay. So prior to December, you had a
5 right to do an additional walk-through at any time;
6 correct?

7 A. Yes.

8 Q. Okay. And then had you -- well, let me
9 ask the question.

10 So at any point any time prior to the
11 purchase, is there any email written communication
12 that they didn't address any of these issues?

13 A. I think this all address already. I don't
14 see any additional email.

15 Q. So after the time when you purchased the
16 property to when InvestPro took over as property
17 manager, is there any communication between you and
18 InvestPro that they didn't fix any of these issues?

19 A. No, I didn't.

20 Q. Okay. And is there any documentation or
21 communication from that time thereafter to the
22 present specifying that InvestPro didn't fix any of
23 these issues?

24 A. No. I don't have that document between me
25 and InvestPro.

1 property, had identified the scope of the
2 renovation, managed the renovation project from
3 soliciting bids to awarding bids and paying
4 contractors, was now selling the property under his
5 supervision and authority," what is this based on?

6 You have a reference here to the
7 promotional website. So is the website that you
8 found related to the flipping fund for this belief?

9 A. Flipping fund --

10 MR. CHILDS: Hold on, Frank. Don't get
11 these out of order.

12 BY MR. LEE:

13 Q. Yeah, you're right. The flipping fund is
14 eventually one of the exhibits, but what I'm asking
15 you now is: Did you rely upon the flipping fund in
16 order to form the basis for this belief?

17 A. This is -- belief is based on my
18 experience.

19 Q. Your experience with what?

20 A. Project manager doing the building house,
21 doing the -- you need this kind of scope, the
22 sequence.

23 Q. I'm sorry. I didn't understand any of
24 that.

25 A. Because of my experience, I build the

1 A. I believe InvestPro Manager is doing
2 the -- the -- this work. Then InvestPro Realty is
3 property manager. That InvestPro --

4 Q. So Realty is the property manager --

5 A. Huh?

6 Q. So Realty is the property manager --

7 A. Yeah.

8 Q. -- but Realty is not the flipping fund
9 manager, correct, or you don't know?

10 A. I don't know.

11 Q. Okay. So you don't know the structure of
12 which entity manages what -- which entity's scope of
13 work covers what area; right?

14 A. It's from the -- when I sign the contract
15 for the property manager contract, it's through the
16 InvestPro Realty.

17 Q. Realty, yeah?

18 A. Yeah. So property manager on this
19 property for me.

20 Q. So when you don't have the designation of
21 which InvestPro is which, are you not clear or you
22 don't know the role of each organization's structure
23 as it pertains to remodeling, property management,
24 flipping fund manager, or property management; is
25 that fair?

1 A. Yeah, but if --

2 MR. CHILDS: Don't get these out of order,
3 Frank, please.

4 THE WITNESS: Okay, okay, okay.

5 In the promotion material, I remember
6 the -- Kenny Lin said InvestPro Manager, right, and
7 also InvestPro Investment.

8 Now, the Invest --

9 BY MR. LEE:

10 Q. The promotional material, is that the
11 website information that you saw?

12 A. Right, right, right.

13 Q. And so then when you have additional
14 savings here, 25 percent profit, 75 percent
15 profit --

16 A. Yeah, yeah.

17 Q. -- this goes to the website? Yeah?

18 A. Yes, yes.

19 Q. And then here, "In addition to selling the
20 property, they find investors, buys the property
21 from auction, manages, identifies the scope of
22 renovation, manages renovations, paying contractors,
23 and obtaining the tenants and rentals," what is this
24 based on? Where is the foundation for this
25 statement?

1 the renovation.

2 Q. Fair to say that if it's based on your
3 experience, you can't say with certainty that that's
4 the actual process conducted by InvestPro or
5 whatever?

6 A. Right, right. I don't know what -- how
7 they conduct. But based on my experience, you need
8 to know which area need to do the renovation and
9 what kind of contractor need to hire to do the
10 renovation.

11 Q. So you're -- when you say your experience,
12 it's based on you speculating based on your own
13 belief; correct?

14 A. Based on my experience.

15 Q. Okay. So you're still speculating; right?

16 A. Okay. Yes.

17 Q. Yes.

18 So then you said, "In line with its
19 formula, InvestPro bought the subject property at a
20 foreclosure auction for \$95,100, and then found TKNR
21 as the investor."

22 Is this based on your experience?

23 A. I think that is during the -- I remember
24 the conversation is like the one during the
25 Christmas party. They said it's -- you know, they

1 found that Kenny Lin is -- go to they have to pay
2 the money to buy this apartment. Then they tell the
3 investor, then put the name of the investor name on
4 the property.

5 Q. When you write here, "Receipts for the
6 heat pump, et cetera," then it goes down to,
7 "Admittedly without using licensed electrical,
8 plumbing, and HVAC contractors or having required
9 permits," are you going back to the disclosures that
10 we had talked about earlier?

11 A. It's -- yes -- yes, yes.

12 Q. Okay. Then, "A licensed electrical
13 contractor and an electrical permit would have
14 required an upgrade of the electrical supply
15 system," is this based on your experience?

16 A. Yes, and also the -- when I talked to the
17 licensed HVAC. Because we did the one in our
18 current 728 North 11th Street, then they tell me
19 that actually AC contractor, their scope of work
20 only need to replace existing older unit to the new
21 unit. If anything changes the electrical work,
22 anything changes to the water plumbing work, they
23 need to hire a separate contractor for the plumbing
24 contract and electrical contract.

25 Q. I'm sorry. Who are you talking to?

1 don't know or not?

2 A. Yes. They did by the handyman, yes.

3 Q. That was disclosed in the seller's
4 disclosures; correct?

5 A. No, no.

6 Q. Just the fact that they used some handyman
7 was disclosed in the disclosures; correct?

8 A. Mm-hmm, yeah.

9 Q. What about the foundation here for -- I
10 think we already talked about this, about the
11 electrical lines, that you saw them in the pictures;
12 right? Is that what you're talking about here for
13 this next sentence?

14 A. Yeah.

15 MR. CHILDS: Wait, wait.

16 THE WITNESS: Okay. What do you say?

17 MR. CHILDS: He's asking about the next
18 sentence.

19 Can you start with the first couple of
20 words so we can get on it?

21 BY MR. LEE:

22 Q. Yeah. It's, like --

23 MR. CHILDS: "They opened new big holes,"
24 is that...

25 ///

1 potentially someone before InvestPro?

2 A. Well, this is -- I think it got to be
3 InvestPro otherwise the periods that -- InvestPro,
4 before they do that, they cannot have people living
5 there without heating.

6 Q. So you're speculating that it had to be
7 InvestPro based on your --

8 A. Right, right. Before, they use the swamp
9 cooler. The heating is rely on the wall heater,
10 yeah.

11 Q. So you don't know one way or the other; is
12 that fair?

13 A. Yeah. I'm pretty sure it's done by the
14 InvestPro.

15 Q. So you're basing that upon your experience
16 and speculation; right?

17 A. Based on my experience, yes.

18 Q. Without your speculation?

19 A. Yeah. Okay. Yes.

20 Q. Yes. Okay. You're speculating. Okay.
21 Thank you.

22 So in 2018 -- we already talked about
23 this. You were able to go and you could pull -- not
24 pull, to obtain the permit information; right?

25 A. Yes.

1 order.

2 (Exhibit 10 was marked for the record.)

3 BY MR. LEE:

4 Q. So a copy of the website, which we
5 basically looked at as --

6 A. Yeah, yeah, yeah.

7 Q. Would you agree this is a fair copy of the
8 website we just looked at?

9 A. Yes, yes.

10 Q. Your next paragraph here, you said during
11 your inspection, you pointed out several code
12 violations, which we've already talked about. And
13 then you have the GFCI outlets; right?

14 A. Yes, yes.

15 Q. That's ultimately a request that you had
16 made to the seller; correct?

17 A. Yes.

18 Q. And then you also noted that there were
19 exposed electrical wires at the time when you had
20 done your initial inspection; right?

21 A. Yes.

22 Q. And then you also noticed that there were
23 cracks in ceramic floor tiles; right?

24 A. Yeah.

25 Q. Okay. So you were aware of all these

1 issues prior to purchasing the property?

2 A. Yes.

3 Q. And you were also aware at the time that
4 you purchased the property that these problems would
5 not pass a City code enforcement inspection;
6 correct?

7 A. Yes.

8 Q. And you still elected to purchase the
9 property eventually; correct?

10 A. Yes.

11 Q. Go down to the next paragraph where it
12 specifies normal transactions. The common spaces is
13 something that you indicated, but you had the
14 ability to inspect the entire building; right?

15 A. Yes.

16 Q. Okay. And then you start talking about
17 the second residential purchase agreement, which is
18 dated September 5th, 2017, and why you guys have
19 elected to waive the inspections at that point;
20 right?

21 A. Yeah.

22 Q. You had access to the attic during your
23 inspection at any point in time; right?

24 A. No.

25 Q. You're saying you did not have access to

1 the attic?

2 A. We only can see the manhole open the area,

3 but --

4 Q. Did you request access to the attic?

5 A. It's -- we -- we cannot break the ceiling

6 drywall, so we only can see there is a hole, the

7 manhole. So I take out the -- look like the manhole

8 and I cannot see anything.

9 Q. Did you request access to the attic as
10 part of your inspection?

11 A. I -- Kenny Lin allowed me to go to the
12 manhole to take a look. I take a look.

13 Q. Okay. So you did have access?

14 A. Yeah, yeah.

15 Q. Okay.

16 A. But it's not the area which is have
17 problem. We cannot see that area. This is -- the
18 access is the -- you only see the manhole. Because
19 of the space, you cannot people go inside. Too
20 shallow.

21 Q. Do you know if, like, a professional
22 inspector would use some type of camera to do an
23 inspection of those type of spaces?

24 A. I don't -- to my knowledge, no. You have
25 to go inside yourself.

1 not performed by an active licensed contractor as
2 required by law."

3 How do you know that the defendants knew
4 about this alleged issue?

5 A. Well, I -- it's general knowledge. If you
6 have the rental property, right, you have to provide
7 the capability. So it means you have to provide the
8 heating during winter, like this time, or you have
9 to provide cooling during the summertime. So not
10 just required.

11 So I was thinking when they buy this
12 property, they should have this, otherwise they
13 cannot sale that one by previous owner; right? They
14 cannot rent as the rental property because Kenny Lin
15 bought this one as rental property. This is a
16 rental property.

17 Q. So no one ever told you that. It's just
18 based on your own personal belief?

19 A. Yes.

20 Q. Okay. And then, "Removal of natural gas
21 supply line was, which occurred with no permit or
22 inspection and was not performed by active licensed
23 contractor as required by law," this is also based
24 on your personal belief?

25 A. Yeah, because I don't see any permit

1 inspection result.

2 Q. Okay. And then, "Upgraded electrical
3 system to add additional lines and new power supply
4 with no permit or inspection and not performed by an
5 active licensed contractor as required by law," this
6 is also based on your personal belief?

7 A. It's based on personal belief and also the
8 fact we don't see any permit and also no inspection
9 on the line.

10 Q. No what on the line?

11 A. Inspection on the electrical addition
12 line, which is you can see on here they require the
13 permit.

14 Q. I'm sorry. You said -- oh, no permit
15 inspection on the line?

16 A. Yeah. No permit inspection on the line.

17 Q. It says, like, "The disclosure says
18 there's a problem with the cooling but provides no
19 details about the history or what the problem was."
20 Like, is it your belief, personal belief,
21 that they had additional information about what the
22 problem was?

23 A. Yes.

24 Q. And what else is that based on?

25 A. When they changed the swamp cooler and the

1 wall heater to the heat pump, they needed to hire
2 professional to do the electrical gas line. They
3 need to hire an electrician to do the -- add
4 additional electrical line and also --

5 Q. So this is based on your experience and
6 conversations with those contractors that we
7 described before; right?

8 A. Right, right, yeah.

9 Q. Okay.

10 A. And also they did this switch from 5-ton
11 heat pump to the 2-ton heat pump. They need to
12 disclosure that because all this added stuff need a
13 lot of calculation and inspection and the permit
14 review.

15 Q. Okay. Once again, this goes back to your
16 conversations with the contractors or your
17 experience; right?

18 A. Yes, yes.

19 Q. So at no point in any of these punch lists
20 items did any defendant say to you, Yes, we knew
21 about these things or we didn't do them?

22 A. Could you repeat it what your question?

23 Q. Yeah.

24 So as it relates to all these items here,
25 no defendant ever came up to you and said, Yes,

1 we're actually aware of these issues; right?

2 A. No.

3 Q. The remainder of this is basically stuff
4 that you already testified to today at some point or
5 another.

6 When we look at the bottom of page 4, it
7 says, "Due to roof structure being damaged, every
8 time it rains, the roof leaks. The rains in
9 January 2019 revealed that both bathroom vents were
10 not vented outside but just into the ceiling attic."

11 So at this point in time, you had
12 purchased or owned this property for almost two
13 years? Yeah?

14 Is this the first time that you became
15 aware of the -- this issue?

16 A. This is only one year.

17 Q. Oh, so you owned it for one year?

18 A. Yeah, yeah.

19 Q. This is the first time it ever became an
20 issue known to you; right?

21 A. Yeah, for the roof.

22 Q. How do you know that the defendants knew
23 about this issue?

24 A. I don't know -- I don't know the
25 defendant -- no. I don't know the defendant know

1 this issue or not.

2 Q. Okay. And then, "These violations were
3 also hidden behind drywall and could not have been
4 identified without invasive investigation."

5 Is it also fair to say -- how do you know
6 that the defendants are the ones who allegedly hid
7 it behind the drywall?

8 A. This is very strange. I just noticed
9 recently, right, if you take a look at all other
10 wall, they don't have wood panel. That, I just
11 found one room. All of a sudden they have wood
12 panel there. So out of curiosity so I take out the
13 wood panel because all other wall don't have wood
14 panel. Then I found out this big crack behind that
15 wood panel. I take the picture; right?

16 Q. How do you know that the defendants knew
17 about that issue?

18 MR. CHILDS: He's asking a different
19 question.

20 THE WITNESS: Yeah.

21 MR. CHILDS: I think he's asking about the
22 sentence above that. I think he's asking about
23 this.

24 But I don't want to tell you what question
25 you're asking, but I think he's answering about the

1 paragraph below.

2 THE WITNESS: Is that --

3 MR. CHILDS: He's asking about this.

4 THE WITNESS: Could you rephrase?

5 MR. LEE: I'm asking about both of these
6 issues.

7 MR. CHILDS: Okay.

8 BY MR. LEE:

9 Q. Like, the violations were hidden behind
10 the drywall, like, what information do you have that
11 the defendants hid it behind the drywall? You know
12 or you don't know?

13 A. I just know behind the drywall that put
14 the vent without -- that is a violation, but I don't
15 know who did that.

16 Q. Okay. So you don't know who did it?

17 A. Yeah, yes.

18 Q. Okay. So it's possible that the
19 defendants did not know about it or hide it; is that
20 fair?

21 A. Yes.

22 Q. Okay. And then you have this other thing
23 about the wood paneling. Same question. How do you
24 know the defendants knew about it?

25 A. I don't know defendants know about it. I

1 only found out this one.

2 Q. So it's possible they didn't know about
3 this issue as well; correct?

4 A. Yes.

5 Q. Okay. So was there ever a settlement
6 demand in this case for \$10,000?

7 A. No.

8 Q. No? It's just, like -- you never said,
9 I'll settle this case for ten grand to anybody?

10 A. I maybe tell the Kenny Lin before we
11 initial it, this litigation. When we first found
12 out this electrical issue or electrical packing
13 issue, so maybe I tell Lin, Just pay us \$10,000. We
14 don't file lawsuit against the electrical. You
15 sure, you know.

16 Q. Okay. So that's where the potential
17 conversation could have come from?

18 A. Yeah. That is before we file. After
19 that, I file this litigation lawsuit. I never talk
20 to Lin.

21 Q. Yeah. It's my understanding the
22 conversation was before litigation, so --

23 A. Yeah, before litigation, not the time --
24 we only have issue is electrical issue. This is
25 not -- every time we raise, we have more issue.

1 Q. So "It's impossible that Defendants, at
2 least the ones involved in the sale, which are
3 Defendants TKNR, et cetera, did not know about the
4 renovations."

5 So you're basically speculating; right?

6 A. Yeah, yeah, yeah.

7 Q. We already talked about this Christmas
8 party.

9 Okay. The next exhibit is the one you
10 keep talking about, this "When do I need a permit?"

11 A. Okay.

12 (Exhibit 11 was marked for the record.)

13 BY MR. LEE:

14 Q. Exhibit 10 [sic] is identified as page 77
15 of 166 to page 83 of 166. You have page 78 of 166.
16 It says, of course in the middle of the bottom, "It
17 is a guide only and is not all inclusive. For more
18 accurate information, the homeowner should contact
19 their local building department."

20 Do you see that? Yes?

21 A. Yes.

22 Q. Okay. So you understand that for more
23 information during the diligence process, you should
24 contact the local building department?

25 A. Yes. I do went to there a lot of time.

1 Q. And then so you on the next page, page 79,
2 "Homeowners and Permits, 'When do I need a
3 permit?'" --

4 A. Mm-hmm.

5 Q. -- it provides you with the address of the
6 building and safety department; is that correct?

7 A. Yes.

8 Q. And the office hours; is that correct?

9 A. Yes.

10 Q. And it also provides you with a phone
11 number; correct?

12 A. Yes.

13 Q. And this is information or resources that
14 you could have used at any time related to finding
15 information about the permits of the property;
16 correct?

17 A. Yes.

18 Q. And this would have been true prior to the
19 purchase of the building; correct?

20 A. Yes.

21 Q. And this would also have been true at the
22 time you read the disclosure that specified that
23 some of the improvements or some of the disclosures
24 had been done without a permit; right?

25 A. Yes.

1 Q. Okay. On page 81, it says, "Homeowners
2 and Permits, 'What can I do without a permit?'"

3 Do you see that?

4 A. Yes.

5 Q. Number 5 says, "Painting, papering,
6 tiling, carpeting, cabinets, countertops, interior
7 wall, floor or ceiling covering, and similar finish
8 work."

9 Do you see that?

10 A. Yes.

11 Q. So you agree that no permits are required
12 for any of these types of work; correct?

13 A. Yes.

14 Q. So if you're installing new kitchen
15 cabinets, that does not require permits; correct?

16 A. Yes. But if you install the kitchen
17 countertop with the change of the location of the
18 sink, you need permit.

19 Q. It says here that countertops doesn't
20 require it; right?

21 A. Huh?

22 Q. It says countertops do not require a
23 permit? Yeah?

24 A. No. When you change the location of the
25 sink with the kitchen --

1 Window Replacements where no structural member -- no
2 structural member is altered or changed," that does
3 not need a permit either; right?

4 A. Yes.

5 Q. And then -- this is your exhibit, so the
6 "GFCI protected outlet is required by code and
7 permit is required," you underlined that; right?

8 A. Yes.

9 Q. Okay. And then I presume that you found
10 and printed this document; is that fair?

11 A. Yeah. I go to the -- on the -- print out
12 this one.

13 Q. Okay. And then so this GFCI protected
14 outlet, this is a request that you actually made for
15 the seller to change; correct?

16 A. Yes, yes.

17 Q. Okay. If you turn the page to 82,
18 Plumbing Improvements, no permits required to repair
19 or replace the sink; correct?

20 A. Yes.

21 Q. To repair or replace a toilet?

22 A. Yes.

23 Q. To repair or replace a faucet?

24 A. Yes.

25 Q. Resurfacing or replacing countertops?

- 1 A. Yes.
- 2 Q. Resurfacing shower walls?
- 3 A. Yes.
- 4 Q. Repair or replace shower heads?
- 5 A. Yes.
- 6 Q. Repair or replace rain gutters and down
- 7 spouts?
- 8 A. Yes.
- 9 Q. Regrouting tile?
- 10 A. Yes.
- 11 Q. And a hose bib, whatever that is.
- 12 A. Water freezer. It's, like, for the
- 13 filtration of the water.
- 14 Q. Okay. And then for the mechanical, no
- 15 permits required for portable heating appliances;
- 16 correct.
- 17 A. Yes.
- 18 Q. For portable ventilation appliances?
- 19 A. Yes.
- 20 Q. Or portable cooling units; correct?
- 21 A. Yes.
- 22 Q. And for portable evaporative coolers
- 23 installed in windows; correct?
- 24 A. Yes.
- 25 Q. And then at the bottom of this, once

1 A. Yes. Yes, maybe.

2 Q. Okay. And that includes all the pictures
3 that were included of the property as well?

4 A. Yes, yes.

5 Q. Okay. If you can go to 112.

6 A. Yeah.

7 Q. 112 shows the concrete slab outside of --
8 for the property; fair?

9 A. Yes, yes. That is the backyard of Unit A.

10 Q. Okay. And that also showed that there
11 were cracks in the concrete that were visible in
12 2017; right?

13 A. Yeah, yes, yeah. That is on the concrete
14 flat on the floor. That's fine, yeah.

15 Q. Okay. So you're aware that there were
16 these cracks in the concrete in 2017 prior to your
17 purchase of the building; right?

18 A. I think so, yes.

19 Q. And then 113 also shows the cracks in the
20 concrete?

21 A. Yeah. It's on the floor. Concrete on the
22 floor.

23 Q. Okay. And then 120 shows the dryer and
24 the dryer vent; right?

25 A. Yes. That is a new one you see.

1 Q. These are the picture of -- as far as I
2 know, was this picture -- this is a new picture? Is
3 that what you're saying?

4 A. This is a picture of when they sell that
5 one, sell the property.

6 Q. When they sold?

7 A. When they sold, put the listing on the
8 market to try to sell this property to 2017, yeah.

9 Q. This is a picture you would have seen on
10 or about August 2017 related to the --

11 A. Yeah, yeah. I remember I talk to the Lin.
12 I said, Hey, this look like washer/dryer.

13 Oh, this is new appliance.

14 Q. And then 133, it also shows the cracks in
15 the floor of the cement as well?

16 A. Yeah, yes.

17 Q. And then 134 also shows all the cracks?
18 Yes?

19 A. Yes. Floor is -- crack is -- I don't
20 consider big issue at that time, yeah.

21 Q. So all those issues were open and obvious
22 prior to the time you purchased the building? Yeah?

23 A. If the floor issue, I think it's obvious,
24 yes. The cracking in the floor, yes.

25 Q. What's Exhibit -- we can mark it

1 reporter can't take down hand gestures.

2 THE WITNESS: Okay. Sure, sure. I'm
3 sorry.

4 MR. CHILDS: No. I'm...

5 BY MR. LEE:

6 Q. Okay. Let's move on.

7 The next exhibit is the flipping fund
8 website.

9 A. Yeah.

10 (Exhibit 16 was marked for the record.)

11 BY MR. LEE:

12 Q. So I presume you're the one that printed
13 out this document; right?

14 A. Yes.

15 Q. Okay. And you also note that the closeout
16 date that's specified on page 3 of 166 indicated
17 that whatever the flipping fund was would have
18 closed on December 31st, 2015; right?

19 A. Oh, I just find out today. Yes, yes.

20 Q. Yeah. So there's no way that you relied
21 upon any flipping fund since it would have been
22 closed at this time; right?

23 A. Yeah. That is -- you know, I noticed this
24 one when the name mentioned that in the Christmas
25 party in 2017, December 2017. So then I went to the

1 Q. So my question -- you're not listening to
2 my question; right?

3 Were you provided with any of those
4 materials? Don't look at the website.

5 A. Mm-hmm. Don't look at the website.

6 Okay. What do you say?

7 Q. Okay. So did you receive any information
8 about the flipping fund related to the -- you know,
9 like, a pro forma, the private placement
10 information, the calculations of profit and losses,
11 capital contributions, member shares and member
12 units, did you receive any of that type of
13 information --

14 A. No.

15 Q. -- at any time?

16 A. No. I didn't receive that.

17 Q. So all the information that you're making
18 about the flipping fund comes from, one, this
19 website; right?

20 A. Yeah.

21 Q. And then the conversations that you had at
22 the Christmas party; right?

23 A. Right, right.

24 Q. But there was never any subsequent
25 solicitation or anything to you that would have

1 beginning of your deposition? Yeah?

2 A. Yes.

3 Q. Okay. And then also in the parenthetical
4 she said here, she has, "Per buyer's request, will
5 waive licensed home inspector to do the home
6 inspection"? Yeah?

7 A. Which one? Which page you say that one?

8 Q. Like, the last sentence in the email and
9 then it's in parentheticals.

10 MR. CHILDS: Oh, here.

11 BY MR. LEE:

12 Q. "Per buyer's request, will waive licensed
13 home inspector to do home the inspection"?

14 A. Yes, yes, because this is Helen Chen write
15 that one; right? That -- I said I feel that, yes,
16 because we did the inspection already.

17 Q. Yeah. You did the inspection? Yeah?

18 A. Yeah, yeah.

19 Q. Okay. We already talked about this one;
20 okay?

21 A. Yes, yes.

22 MR. LEE: So next in order.

23 (Exhibit 18 was marked for the record.)

24 BY MR. LEE:

25 Q. Exhibit 18 is Bates labeled DEF400341,

1 paragraph 28, which was different than the first
2 residential purchase agreement, was essentially the
3 same information in the email which specified,

4 "Buyer agree to pay the difference in cash if
5 appraisal come in lower than purchase price, not to
6 exceed purchase price of 200,000"; right?

7 A. Yes.

8 Q. So this is consistent with your
9 understanding that you're guaranteeing \$200,000 for
10 the purchase?

11 A. Yes, yes.

12 Q. And then we go to Addendum 1, which is
13 DEF4000365.

14 A. Yeah.

15 Q. And this specifies, you know, a lot of
16 information where you're changing the close of
17 escrow to January 5th, 2018; right?

18 A. Right, right.

19 Q. And then from that, did you have to agree
20 to make an additional deposit of 60,000 subject to
21 forfeiture?

22 A. Yes.

23 Q. So you're agreeing to guarantee \$60,000 if
24 you didn't close on time; right?

25 A. Yeah, yeah.

1 Q. So you guys -- you guys really wanted this
2 property?

3 A. Yes, because we have 1031 already put this
4 property, so we cannot back out.

5 Q. Yeah. So you would have been subject to
6 some issues if you didn't get this done?

7 A. Yeah, yeah.

8 Q. And then you also agreed to pay the rent
9 for one of the units for 650 a month?

10 A. Yes.

11 Q. And then you also agreed to pay a tenant
12 placement fee -- or a lease fee to the current
13 property manager for 800 bucks? Yeah?

14 A. Right, right.

15 Q. Okay. And then the next page, 366, is
16 Addendum 2 and that changed the buyer from Marie Zhu
17 to WLAB; right?

18 A. Right, because of the -- yeah. The -- my
19 wife said it's -- you know, since we are not apply
20 to loan, we should put into the WLAB because we pay
21 cash to buy this.

22 Q. At one point in time, you tried to get on
23 the loan; isn't that right?

24 A. Huh?

25 Q. At one point in time, you tried to get on

1 would have asked them to print out, but I don't
2 think that one --

3 THE WITNESS: Is that one National Title
4 Corporation Authorization to Close of Escrow?

5 MR. LEE: No. I'll show it to you. I
6 don't think it made it because of the hiccup that we
7 had.

8 BY MR. LEE:

9 Q. Do you see the screen right here, Order of
10 Protection Notice?

11 A. I don't see that.

12 MR. CHILDS: No. It's up there. It's not
13 here.

14 THE WITNESS: Okay. Let me read. What it
15 said?

16 BY MR. LEE:

17 Q. This is part of the disclosures that were
18 done on September 5th, 2017. They're part of the
19 documents that Marie would have done. It's
20 disclosed as DEF0019.

21 A. Okay.

22 Q. Okay. Do you recall as part of the
23 residential purchase agreement that Marie elected to
24 agree not to have a home inspection performed?

25 A. Yes. I think she signed that one. I

1 agree because the -- I said we already inspect this

2 property so I said we don't need additional

3 inspection.

4 And also, appraisal do the inspection too,

5 so I was thinking, Hey, we already done the

6 inspection.

7 Q. Okay. So the next document in order
8 should be the National Title Company; is that right?

9 A. Yes.

10 (Exhibit 20 was marked for the record.)

11 BY MR. LEE:

12 Q. And this just makes it clear that Marie
13 Zhu was the authorized signer on behalf of WLAB as
14 the buyer of the property; right?

15 A. Yes.

16 MR. LEE: Go to the next in order.

17 What's the next document in order?

18 MADAM REPORTER: Expert testimony report.

19 MR. LEE: Okay. Great.

20 (Exhibit 21 was marked for the record.)

21 BY MR. LEE:

22 Q. Exhibit 21 is your expert's report. I
23 understand that you're the person who found your
24 expert; correct?

25 A. Yes.

1 time. And also I think we done some in the weekend.

2 Q. Do you agree that your expert didn't do
3 any destructive testing when he did his inspection?

4 A. Yeah. We didn't do any of the destructive
5 testing.

6 Q. Okay. So you walked through the property
7 with him at the time he did his inspection; correct?

8 A. Right.

9 Q. Okay. During that time, did he inspect
10 any areas that -- that you did not have access to in
11 2017?

12 A. Yes. He didn't go to anything I didn't
13 inspect during 2017 too.

14 Q. So he inspected the same areas you
15 inspected?

16 A. Yes, yes.

17 Q. Okay. Did you provide him with any
18 commentary or directions related to his report while
19 he was doing the inspection?

20 A. Yeah. I tell him some point, yeah. I
21 point out some areas. I said, Do you see this
22 crack? I point out the areas, so he take a picture.

23 Q. Were they the same cracks that were
24 present in 2017?

25 A. Yeah, yeah. No. Some is not. Some is

1 new one.

2 Q. So when he inspected the HVAC, it's
3 something that you would have inspected in 2017;
4 right?

5 A. Yes.

6 Q. Okay. Then the fact that, you know,
7 there's, like, a 2-ton unit or a 5-ton unit is
8 something you would have also inspected in 2017;
9 correct?

10 A. No. I just said, in the 2017, we only can
11 see the 2-ton unit. The 5-ton unit is not there
12 anymore.

13 Q. In 2017, it's not there but it's there
14 now?

15 A. No.

16 Q. So your expert somehow inspected a 5-ton
17 unit that's not there now?

18 A. 5-ton unit is not there. It's after 2017.
19 They put up 2016, then they remove.

20 Q. Okay. So regardless, you were able to
21 inspect the same HVAC unit that your inspector did
22 during his inspection, whenever that happened;
23 right?

24 A. Yeah, yes. That -- I cleaned out
25 something.

1 Q. Okay. So this included the HVAC system;
2 correct?

3 A. Yes.

4 Q. And it would have been the HVAC system
5 that was installed at the time before purchase;
6 correct?

7 A. That is a 2-ton unit is installed before
8 the purchase.

9 Q. Whatever unit was on the property prior to
10 purchase you would have had -- you would have had
11 the ability to inspect at that time; right?

12 A. We don't have time to inspect the 5-ton
13 unit which is already moved.

14 Q. Okay. So whatever he inspected, you were
15 able to inspect; correct? I'm not asking about the
16 5-ton unit.

17 A. Yes.

18 Q. Okay. You were also able to inspect the
19 wall unit for the cooling or heating unit; right?

20 A. Heating unit wall unit, yes.

21 Q. Yeah. That's something you could have
22 inspected in 2017?

23 A. Yes.

24 Q. Okay. Here he has, "The moisture
25 condition behind both tile walls."

1 Do you have any information that shows the
2 defendants knew about this issue in 2017?

3 A. No.

4 Q. He was able to inspect the high-moisture
5 exhaust bathroom gas at some point in time during
6 his inspection. Is this something you could have
7 inspected in 2017?

8 A. No, I cannot.

9 Q. Okay. And that's because of the whole
10 wall ceiling drooping thing you were talking about?

11 A. Before it's all sealed by the drywall. We
12 cannot see.

13 Q. Okay. Just so I'm clear, there's nothing
14 here that shows that the defendants knew about this
15 issue in 2017; right?

16 A. I don't know, but I suspect that they know
17 that.

18 Q. But you're not sure?

19 A. I'm not sure. I strong suspect they did
20 know that.

21 Q. In terms of his findings related to
22 additional weight calculations, do you know if your
23 expert had done any calculations at all related to
24 what the additional weight would be?

25 A. No. I don't think so.

1 actually paid or not paid?

2 A. I haven't paid. Just asked them to give
3 me the quotation for doing that -- just doing
4 something using the existing wall.

5 Q. Okay. So the existing -- that I
6 understand it, it says here for Units A, B, C, it
7 essentially says \$26,600; right?

8 A. Yeah, yeah.

9 Q. And then your expert brought up that it's
10 actually going to cost \$70,000 to replace the entire
11 electrical system; right?

12 A. Yes. Because of the \$70,000, the Sani
13 tell me because we need to doing the change to the
14 wall from concrete block to the wood construction,
15 wood frame, then you need to wire the new wire,
16 everything. New electrical, all that, new line,
17 everything. That cost a lot more than just use
18 existing wall and existing outlet.

19 Q. So your expert goes on to have an opinion
20 about the plumbing system. Is the plumbing system
21 something that you could have inspected in 2017?

22 A. Yes or no. No.

23 Q. If you would have a qualified professional
24 with access to the equipment to inspect it in 2017,
25 could you have done that?

1 A. No. We didn't do that plumbing.

2 Q. But it's something you could have done in
3 2017; right?

4 A. Yes, we can do that one.

5 Q. Okay. Then you have no information here
6 that shows that the defendants knew about any of the
7 issues with the plumbing; correct?

8 A. I think they have information. He knows
9 some issue.

10 Q. Well, we know that there's a clogged sink
11 and it's something that, you know, they told you
12 about, and there's some type of clogged toilet;
13 right?

14 A. They didn't mention anything causing --
15 well, I just found out later -- recently they have
16 that disclosure, said they hire some handyman to do
17 the -- for the plumbing -- the sewage line; right?
18 And at that time, why need inspect? We only have
19 one tenant. So other building, they don't have use
20 that extent, like, recently, so we cannot see the --

21 Q. Okay. So there's no evidence here that
22 you knew that the defendants knew that there was any
23 cracking in the pipes for the plumbing system?

24 A. That time, I don't know. No.

25 Q. What about presently, do you know that

1 they knew that there was cracking in the plumbing
2 system?

3 A. According to my tenant, he hired from the
4 plumbing company, the plumbing company said there's
5 a cracking under line.

6 Q. If we look at your expert photographs that
7 are attached to his report, which are on pages 183
8 to the end of the report, you can see those?

9 A. Yes.

10 Q. Do you agree that these are all areas that
11 you would have had access to inspect as depicted in
12 these photographs?

13 A. Yes.

14 Q. And this would have been in 2017; correct?

15 A. Yes, but there's -- no, no, no. You see,
16 this is -- you talking about this photograph; right?

17 Q. I'm talking about all the photographs.

18 A. Something I pull out from Zillow is why he
19 inspect. I don't see that.

20 Q. These are your expert's photographs.

21 A. Yeah, but I tell them, I give to the
22 expert and this is photograph, but some people --
23 you see the oldest swamp cooler, that is the picture
24 on the Zillow, then currently is not there.

25 Q. Okay. And the picture of Zillow would

1 A. I -- I was thinking is pre- -- cause --
2 tenant cause damage because the pre-existing is it
3 shouldn't have cracking.

4 Q. Okay. So the tenant in this context would
5 have damaged the unit at the time that you owned it;
6 is that fair?

7 A. Maybe. Yes.

8 Q. Okay. So some of the -- so the damage
9 that was to the water heater system, could the
10 tenant have damaged that as well?

11 A. Yes.

12 Q. And then he could have damaged the cooler
13 pump and the valve as well; is that correct?

14 A. Yes.

15 Q. Okay. Then on 122, these are all issues
16 that the tenant could have damaged; is that correct?

17 A. Yes.

18 Q. And then the same through for 145; is that
19 right?

20 A. Yes.

21 Q. Okay. If we look back at Exhibit --

22 A. No, no, no. This is -- that one is --
23 145, that is the -- we doing the -- our own estimate
24 of initially how much it cost doing that repair,
25 this one. It's not in relate to the Sani -- the

1 expert report, their estimate. They are the general
2 contractor. I'm not a general contractor. I just
3 put a preliminary cost, maybe cost this much. I got
4 some quotation from the Home Depot, Penny Electric,
5 ACLV, all that company.

6 Q. Okay. So you're just trying to figure out
7 the cost for repair for the building on your own;
8 right?

9 A. Yeah, at that time.

10 Q. And then so your independent estimate,
11 based on your conversations with subcontractors --

12 A. Right, right.

13 Q. -- would have been \$102,873?

14 A. Right, right.

15 Q. Then your expert opines that the cost to
16 repair for the building would be --

17 A. About 660,000 -- or \$600,000. Much higher
18 than this number.

19 Q. Okay. But your estimates are actually
20 based on your conversations with potential
21 subcontractors; right?

22 A. Right. It's very small scope. It's not a
23 big, like -- Sani think it's repair lot of things,
24 yeah.

25 Q. So in Exhibit 21 with some of these areas

1 Q. But you don't know for sure?

2 A. I'm pretty sure.

3 Q. Okay. So if I was a tenant and I decide
4 to take a sledgehammer to a wall, that could crack
5 it; right?

6 A. No. Then we'll see that the sledgehammer,
7 that mark. No, you cannot --

8 Q. Okay. I'm not going to argue with you
9 about this anymore, but there's a potential cause
10 that could cause a wall cracking, you don't know
11 what the source of it would be?

12 A. Yes.

13 Q. Okay. So the next exhibit is the Larkin
14 Plumbing and Heating invoice.

15 A. Yeah.

16 Q. No. It's it L -- ACLV.

17 A. Yeah. ACLV, yeah.

18 Q. What is this?

19 A. Okay. That -- that is the one that tenant
20 notify us there's water -- ceiling dripping the
21 water during summer. No ring; right?

22 So we all thought strange. We say, What's
23 happened? So we open that ceiling. Then we found
24 out when the InvestPro doing the renovation, by now
25 they supposed to put the new duct in the AC unit

1 THE WITNESS: Yeah. It's the -- put
2 the -- install the 5-ton heat pump, remove the swamp
3 cooler. That company is shut down now.

4 BY MR. LEE:

5 Q. How do you know that the defendants were
6 aware of the existing sheet metal ductwork issue?

7 A. This is common knowledge for the
8 defendant. If they doing the -- change from the
9 swamp cooler to the heat pump, by law they need to
10 do that.

11 Q. So are you speculating that they knew
12 about it or do you know or you don't know if they
13 knew about it?

14 A. I don't know what they know about it, but
15 I -- I -- based on my --

16 Q. You don't know --

17 A. Yeah.

18 Q. -- what they knew; okay?

19 A. Yeah, yeah.

20 Q. All right. This goes a lot faster if you
21 just simply say you don't know the basis; okay?

22 A. Okay. Yeah.

23 MADAM REPORTER: Counsel, I need a break.
24 I'm sorry.

25 MR. LEE: It's okay. Let's take a break,

1 Q. Have you read this report before?

2 A. I read this one before, yeah.

3 Q. And for the record, Bates label is
4 DEF5000367-401.

5 A. Mm-hmm.

6 Q. So on page 372 --

7 A. Okay.

8 Q. -- about the second line down, it says,
9 "Items complained about in the Sani report were open
10 and obvious in the roof area, attic area, and the
11 exterior and interior areas of the property."

12 Do you agree with this statement?

13 A. Which line? Which -- what did you say?

14 Q. On page 372.

15 A. Yeah.

16 Q. Are you there?

17 A. Yeah.

18 Q. Okay. Then under "Waive standard
19 inspection requirement," there's a section right
20 there; right?

21 A. Yeah.

22 Q. And then the second line down, the first
23 sentence begins, "Items complained about in the Sani
24 report were open and obvious in the roof area, attic
25 area, and on the exterior/interior of the property."

1 Do you see that?

2 A. Mm-hmm.

3 Q. Do you agree with this statement?

4 A. Yes.

5 Q. Okay. I'm not going to ask you about the
6 wall loads. Actually, did you look at the
7 calculations that Opfer had done in his report?

8 A. Yeah. I think it's not correct.

9 Q. Like, did you do your own calculations or
10 did you --

11 A. I based on -- I also engineer. I have
12 background in engineering; right? This wall is not
13 on the total dead weight. He calculate on the dead
14 weight. They also need to calculate the wind load
15 that -- because this is a shear wall cause that
16 cracking on the wall.

17 Q. So you said you didn't calculate the wind
18 load?

19 A. Wind load, yeah. And also you need the
20 shear, the -- force to -- towards the wall is
21 cracking, yeah.

22 Q. Okay. On page 373 -- actually, 372, same
23 page, goes to 373, last sentence, first full
24 sentence says, "There's no indication in the Sani
25 report that any destructive testing was performed,

1 so therefore an inspector or contractor could have
2 made the same obligations, albeit often incorrect,
3 that were made in the Sani report."

4 Do you agree with this?

5 A. No, no.

6 Q. Let's take it piece by piece.

7 Do you agree that there's no indication
8 that Sani had done any destructive testing?

9 A. Yes.

10 Q. Okay. Do you agree that an inspector or
11 contractor could have made the same observations?

12 A. No.

13 Q. Okay. Is that because of that attic issue
14 that we talked about earlier or what's that based
15 on?

16 A. Based on the outside, the attic issue we
17 talked about, and also outside the wall have more
18 cracking. Actually, the -- your defendant's expert,
19 I point out some wall cracking. He didn't record it
20 in his report. He take pictures.

21 Q. My expert's report, you accompanied him
22 during that time -- and I believe your attorney also
23 accompanied then; right?

24 A. Yeah.

25 Q. So you had access to all the same areas

1 that Dr. Opfer did at the time of his inspection?

2 Yes?

3 A. Yes, yeah.

4 Q. So going back to 2017, you would still

5 have access to all those areas as well; correct?

6 A. Right.

7 Q. Okay.

8 A. But I point out some of the wall crack to
9 the Dr. Opfer. I don't see his -- in his report.

10 Q. Okay.

11 A. So his report is not in -- is not complete
12 information.

13 Q. So on page DEF53 -- 5000376 --

14 A. Okay.

15 Q. -- "Structural Defects" --

16 A. Yeah.

17 Q. -- midway down the first complete sentence

18 says, "The Sani report does not recognize prior

19 conditions in existence before any work took place

20 by defendants."

21 Do you agree with this statement?

22 THE WITNESS: Which one?

23 MR. CHILDS: I don't know.

24 THE WITNESS: Could you tell me which
25 line?

1 MR. CHILDS: Here.

2 THE WITNESS: (Reading document.)

3 Yes, yes.

4 BY MR. LEE:

5 Q. You agree with that? Okay.

6 A. Agree.

7 Q. Well, you're an engineer, so basically he
8 said -- further down the page, "While it is true
9 that there is an opening that was created for this
10 LG unit in the wall, it was below the window glass,
11 which, of course, is not carrying a structural load,
12 therefore there is no structural impact."

13 Do you agree with this statement?

14 A. No.

15 Q. Do you believe that there is a structural
16 load when it's below the window instead of above it?

17 A. They take out the concrete block on that
18 window unit. Before, there is a concrete block
19 underneath and -- underneath the window unit. They
20 take out the concrete block, which is the change of
21 the structure.

22 Q. So how do you know they took out a
23 concrete block?

24 A. Huh?

25 Q. How do you know they took out a concrete

1 A. From the observation, no.

2 Q. Okay. I'm trying to get everybody out of
3 here. That's why I'm just shortening it.

4 You don't know, you don't know; okay?

5 A. Mm-hmm.

6 Q. Do you agree that a property that is 63
7 years old would have various issues like plumbing
8 issues?

9 A. Yes. Maybe.

10 Q. So it's also possible that a property
11 that's 63 years old may have had issues but wasn't a
12 direct result of the actions by defendants?

13 A. Maybe.

14 Q. Maybe yes, maybe no, you don't know?

15 A. Yeah.

16 Q. Okay. Then for -- in terms of the vents
17 into the duct into the attic, do you agree that
18 he -- with his observation, that there's no
19 indication that this work was performed by the
20 defendants if they did not perform any attic work?

21 A. No. I think they did.

22 Q. So you think that they did.

23 A. Yeah.

24 Q. Based on what?

25 A. Based on the new dryer and new duct they

1 put in there. Do you see the picture? It's new
2 one.

3 Q. So based on your impression of the new
4 dryer and the new duct?

5 A. Yeah. New duct, brand-new duct put into
6 the ceiling.

7 Q. Is it possible that someone prior to the
8 foreclosure had installed a new dryer and a new
9 duct?

10 A. Before the foreclosure?

11 Q. Do you know one way or the other?

12 A. No. I don't think so. This is done --

13 Q. My question was: Do you know, yes or no,
14 one way or the other?

15 A. Could you rephrase again? Tell me.

16 Q. Do you know one way or another if someone
17 other than the defendants could replace the dryer
18 and the dryer duct?

19 A. I don't know, but -- I don't know what --
20 yeah.

21 Q. You don't know; okay? I'm trying to get
22 you out of here; okay?

23 A. Mm-hmm.

24 Q. Generally, you're someone who rents
25 low-income property; is that fair?

1 A. No.

2 Q. No. I mean, like, a lot of the properties
3 that you have in Las Vegas are in bad neighborhoods;
4 fair?

5 A. I don't say that. I don't think all in
6 bad neighborhood.

7 Q. Do you provide washer and dryers in all
8 your rental units?

9 A. No.

10 Q. Because the tenants damage them sometimes;
11 right?

12 A. This is only unit have the washer/dryer.
13 All my other units, no.

14 Q. So in general, like, you know, with your
15 properties, there's no benefit to adding a
16 washer/dryer unit; correct?

17 A. Yeah. Normally we don't provide.

18 Q. Yeah. Okay. And then what was the basis
19 for that?

20 A. Because you get more liability on that and
21 also -- no, we don't provide. Cost more and cause
22 most issue, so we don't provide.

23 Q. So if I represented to you that the
24 defendants in this context also don't provide
25 washers and dryers for the same reason, would you be

1 surprised by that?

2 A. I don't surprise they don't provide

3 washer/dryer, but I surprise they provide a

4 washer/dryer.

5 Q. You don't know if they provide the washer

6 and dryer; right?

7 A. Huh?

8 Q. You don't know if they did or didn't?

9 A. I don't know. I say that in this

10 property, when I bought this one, I was saying, Hey,

11 good. You have the washer/dryer in the unit because

12 my other -- all the rental property I have, I don't

13 have a washer/dryer in the unit.

14 Q. Okay. Let's just move on. You already

15 answered my question; okay?

16 A. Okay.

17 Q. You don't know at what point in time the

18 vent duct could have been disconnected from the roof

19 jack outlet; is that fair?

20 A. Huh?

21 Q. You don't know at what point in time the

22 vent duct became disconnected from the roof jack

23 outlet?

24 A. Roof jack outlet? I don't know that. We

25 cannot --

1 Q. Could you have taken the tape off the
2 wires and seen it?

3 A. No.

4 Q. Do you agree that the defendants had not
5 done any inside-the-wall plumbing changes to the
6 property?

7 A. No. I think they did done inside.

8 Q. Do you have any evidence that showed that
9 they'd done inside work or is this something you're
10 speculating about?

11 A. When I see the wall and tower -- the
12 shower tub is all new faucet; right? The other
13 shower tub, the faucet, if it's new, they have to do
14 that behind the wall. Otherwise you cannot do that
15 faucet.

16 Q. Do you know if the faucets were already
17 there prior to defendants doing the renovations?

18 A. Yeah. That's old one, but that one we saw
19 is new one.

20 Q. Do you know who installed the new shower
21 faucets?

22 A. I don't know. I don't know.

23 Q. Do you think that rental properties
24 experience more severe service issues because of
25 lack of care of tenants for the property?

1 A. Depend.

2 Q. So you have -- like, there could be good
3 tenants, there could be bad tenants?

4 A. Yes.

5 Q. So tenants could cause damage to a
6 property; right?

7 A. Yes. Yeah.

8 Q. At the present time, you're actively
9 trying to rent out all three units; is that right?

10 A. Huh?

11 Q. You're actively trying to rent out all
12 three units --

13 A. No.

14 Q. -- for the building?

15 A. No. I needed to fix something right now.
16 We found out that Unit B, last time your defendant
17 inspector to inspect, I go to the unit, there's the
18 sewage issue.

19 Q. Okay. So prior to the sewage issue, were
20 you actively trying to rent out all three of the
21 units?

22 A. Yes, I tried. We have tenant there
23 before.

24 Q. Okay. So from the time that you purchased
25 the building to the present, you had actively tried

1 to rent out all three of the units; right?

2 A. Yes.

3 Q. Okay. And then had you done all of the
4 repairs that were noted in the Sani report?

5 A. Yes. Sani report all this. We didn't do
6 the inside of the repair.

7 Q. Okay. So you haven't done all those
8 repairs as listed by Sani; correct?

9 A. No. Yes. No. We don't have any report
10 listed on the Sani one. We don't do anything yet.

11 Q. You haven't done anything?

12 A. Yeah.

13 Q. Okay. I did notice that it showed by
14 Dr. Neil, that you allowed the tenants to park their
15 vehicles next to the house -- the property; is that
16 true?

17 A. I didn't allow it. I don't know that
18 until I saw the one picture there.

19 Q. Okay. Because when we were there, I
20 believe there was a car parked right next to the
21 property when we did our inspection; right?

22 A. It's on the wall on the other side.

23 Q. And then there was a -- wasn't there,
24 like, a car dolly or a towing --

25 A. A towing truck -- a trailer.

1 Q. Trailer?

2 A. Yeah. That's my trailer.

3 Q. Your trailer. So is it possible that some
4 of your tenants hit the building?

5 A. No. That is the -- in the wall between my
6 property to other neighborhood property. It's far
7 away from building.

8 Q. No, no, no. There are cars that were
9 parked next to the building that we've seen in some
10 of the pictures; right?

11 A. This one picture, the -- it's -- I think
12 the they found from the Google Earth or Google Map,
13 yeah.

14 Q. Okay. So it's possible that these cars
15 hit the building; right?

16 A. Hit the building? Possible. But if they
17 hit the building, the tenant would have notified me
18 because they will see the damage on their car.

19 Q. Okay. But if they don't notify you, then
20 you wouldn't know; right?

21 A. Yeah. That I will know that. That's a
22 weird area. If they hit, then they have crack, dent
23 in the wall, all that stuff; right?

24 Q. No. If they don't notify you, you
25 wouldn't notice it unless you actually inspected the

1 area; right?

2 A. Yes, yes.

3 Q. Okay. If someone impacted the building
4 hard enough, it would just cause the cracks?

5 A. No. They would cause the breaking in the
6 concrete, the break.

7 Q. So if I hit a building at 40 miles per
8 hour, is it possible I could cause cracks in the
9 wall?

10 A. No. You damage the whole concrete block.
11 Contrate block is broken.

12 Q. Okay. So there would be some type of
13 damage; right?

14 A. Yeah, yeah. With that impact, you can see
15 very easy the impact damage. The concrete block can
16 be the one hole there.

17 Q. You were up on the roof with Dr. Neil;
18 right?

19 A. Yes.

20 Q. You agree with him saying that during his
21 inspection, he found no noticeable sagging on the
22 roof area related to the installation of these
23 rooftop heat pump units?

24 A. Yeah. I point out that the roof is very
25 soft. I point out to him there. I said, Do you see

1 this is very soft? It looks like -- because you can
2 see multiple holes there.

3 Q. Well, what he said is he found no
4 noticeable sagging.

5 Do you agree with that or disagree?

6 A. What does "sagging" mean? What's
7 "sagging" means?

8 Q. That means it sags.

9 A. Yeah. No noticeable this one, but it's
10 soft, very soft.

11 Q. Soft, but you didn't notice any sagging;
12 right?

13 A. No, no, no.

14 Q. Okay. And just for the record, I was
15 using my hands and taking them down to show sagging.

16 A. Yeah.

17 Q. Is there a reason why your expert didn't
18 do an itemized cost for repair and he only did a
19 lump sum repair cost?

20 A. I don't know. It's very expensive you do
21 the itemized.

22 MR. LEE: Next in order. We're almost
23 done. I promise.

24 (Exhibits 28 and 29 were marked for the record.)

25 ///

1 MR. LEE: Let's just go off record for
2 five minutes and then we should be able to wrap up;
3 okay?

4 (A short break was taken.)

5 BY MR. LEE:

6 Q. All right. In terms of tenants -- renting
7 out the units to any tenants, do you ever provide
8 them with a copy of the Sani report?

9 A. No.

10 Q. Do you ever provide them with any of the
11 pleadings or the first amended complaint, second
12 amended complaint, the complaint itself?

13 A. No.

14 Q. Okay.

15 A. You mean asking the -- my tenant?

16 Q. You give it to them?

17 A. No. I didn't give them these things.

18 Q. Okay. Did you tell them about it?

19 A. We tell them about the -- we have
20 litigation and the defendant's side want to inspect
21 that.

22 Q. Okay. So basically, you just tell them,
23 There's this. You can inspect the unit if you want;
24 is that it?

25 A. Yeah. And also we need to tell is a lot

1 of things report that we don't need to go to the

2 inside the building. It's wall cracking. It's

3 outside. You can see.

4 Q. Okay. So it's open and obvious for them?

5 A. Yeah. You can see always outside.

6 Q. So is there any information that you want

7 to provide that I haven't asked you about?

8 A. No.

9 Q. No? Okay.

10 Would you like to revise or supplement any

11 of your prior answers?

12 A. Yes. I need to read this description,

13 the -- what's it called?

14 MR. CHILDS: Transcript.

15 THE WITNESS: Transcript, yeah.

16 BY MR. LEE:

17 Q. Okay. So I presume you guys are going to

18 buy a copy of the transcript. You'll need to let

19 the court reporter know. If you are, they'll mail

20 you a copy. If not, you're going to have to go to

21 the court reporter's office to review it; okay?

22 A. Yeah. We just buy one.

23 Q. Okay. And then in terms of the areas that

24 we covered that was based on your experience or your

25 speculation, are you planning on offering those

1 CERTIFICATE OF WITNESS

2 PAGE LINE CHANGE REASON

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 * * * * *

17

18 I, FRANK MIAO, witness herein, do hereby
 19 certify and declare under the penalty of perjury the
 20 within and foregoing transcription to be my
 21 deposition in said action; that I have read,
 22 corrected and do hereby affix my signature to said
 23 deposition.

24 _____

FRANK MIAO

25 Witness

Date

1 REPORTER'S CERTIFICATE

2 STATE OF NEVADA)
) ss
3 COUNTY OF CLARK)

4 I, Trina K. Sanchez, a duly certified
5 court reporter licensed in and for the State of
6 Nevada, do hereby certify:

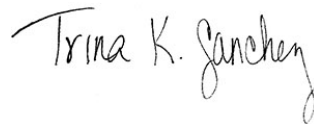
7 That I reported the taking of the
8 deposition of the witness, FRANK MIAO, at the time
9 and place aforesaid;

10 That prior to being examined, the witness
11 was by me duly sworn to testify to the truth, the
12 whole truth, and nothing but the truth;

13 That I thereafter transcribed my shorthand
14 notes into typewriting and that the typewritten
15 transcript of said deposition is a complete, true
16 and accurate record of testimony provided by the
17 witness at said time to the best of my ability.

18 I further certify (1) that I am not a
19 relative, employee or independent contractor of
20 counsel or of any of the parties; nor a relative,
21 employee or independent contractor of the parties
22 involved in said action; nor a person financially
23 interested in the action; nor do I have any other
24 relationship with any of the parties or with counsel
25 of any of the parties involved in the action that
may reasonably cause my impartiality to be
questioned; and (2) that transcript review pursuant
to NRCP 30(e) was requested.

19 IN WITNESS WHEREOF, I have hereunto set my
20 hand in the County of Clark, State of Nevada, this
21 23rd day of January, 2021.

22 

23 TRINA K. SANCHEZ, RPR, CCR NO. 933

1 HEALTH INFORMATION PRIVACY & SECURITY: CAUTIONARY NOTICE

2 Litigation Services is committed to compliance with applicable federal

3 and state laws and regulations ("Privacy Laws") governing the

4 protection and security of patient health information. Notice is

5 hereby given to all parties that transcripts of depositions and legal

6 proceedings, and transcript exhibits, may contain patient health

7 information that is protected from unauthorized access, use and

8 disclosure by Privacy Laws. Litigation Services requires that access,

9 maintenance, use, and disclosure (including but not limited to

10 electronic database maintenance and access, storage, distribution/

11 dissemination and communication) of transcripts/exhibits containing

12 patient information be performed in compliance with Privacy Laws.

13 No transcript or exhibit containing protected patient health

14 information may be further disclosed except as permitted by Privacy

15 Laws. Litigation Services expects that all parties, parties'

16 attorneys, and their HIPAA Business Associates and Subcontractors will

17 make every reasonable effort to protect and secure patient health

18 information, and to comply with applicable Privacy Law mandates,

19 including but not limited to restrictions on access, storage, use, and

20 disclosure (sharing) of transcripts and transcript exhibits, and

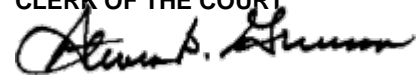
21 applying "minimum necessary" standards where appropriate. It is

22 recommended that your office review its policies regarding sharing of

23 transcripts and exhibits - including access, storage, use, and

24 disclosure - for compliance with Privacy Laws.

25 © All Rights Reserved. Litigation Services (rev. 6/1/2019)



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

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

Defendants/Counterclaimants

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

Hearing Requested
[Discovery Commissioner]

PLAINTIFF'S RENEWED
MOTION TO COMPEL DISCOVERY AND FOR IMPOSITION OF SANCTIONS

Comes now Plaintiff W L A B Investment, LLC [hereinafter WLAB or
Plaintiff] and files this RENEWED MOTION TO COMPEL DISCOVERY AND FOR
IMPOSITION OF SANCTIONS. A Table of Contents and Table of Authorities is
attached pursuant to EDCR 2.20.

PLAINTIFF’S RENEWED
MOTION TO COMPEL DISCOVERY AND FOR IMPOSITION OF SANCTIONS

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PLAINTIFF’S RENEWED
MOTION TO COMPEL DISCOVERY AND FOR IMPOSITION OF SANCTIONS

TABLE OF AUTHORITIES

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2	NRCP 33(b)(4)
3	NRCP 34(b)(2)
3	NRCP 37

1 The Discovery Commissioner vacated the hearing on the previous motion
2 filed January 6, 2021 pursuant to EDCR 2.40 requesting Plaintiff to “set forth in full
3 the interrogatory or request and the answer or answers”. Plaintiff apologizes for
4 the length of this motion, which is required to comply with that requirement.

5 A meet and confer declaration is attached by both attorney Childs and Frank
6 Miao documenting Defendants complete refusal to even attempt to resolve the
7 discovery issue.

8
9 LEGAL BASIS FOR MOTION

10
11 The discovery was served on 11/26/2020. [Exhibit 2] 30 days after 11/26
12 was a holiday, and the next business day was 12/28/2020. Responses were
13 received 12/29/2020. [Exhibits 3 through 9] Despite having an extra two days due
14 to the holiday, responses were late. Thus, the objections are waived.

15 Regarding interrogatories, pursuant to NRCP 33(b)(4), the objection itself
16 (not the response) must be served within the 30-day period or it is waived.
17

18 4) Objections. The grounds for objecting to an interrogatory must be
19 stated with specificity. Any ground not stated in a timely objection is
20 waived unless the court, for good cause, excuses the failure. The
21 interrogating party may move for an order under Rule 37(a) with
22 respect to any objection to or other failure to answer an interrogatory.

23 Regarding requests for production of documents, pursuant to NRCP
24 34(b)(2), the response must be served within the 30-day period.
25

26 (2) Responses and Objections.

27 (A) Time to Respond. The party to whom the request is directed must
28 respond in **writing within 30 days after being served**. A shorter or
longer time may be stipulated under Rule 29 or be ordered by the

1 court.

2 (C) Objections. An objection must state whether any responsive
3 materials are being withheld on the basis of that objection. An
4 objection to part of a request must specify the part and permit
5 inspection of the rest.

6 Sanctions are appropriate as Defendants have no legitimate basis for
7 objecting to the requested discovery. The discovery is narrowly tailored to obtain
8 evidence from Defendants.

9 Rule 37. Failure to Make Disclosures or to Cooperate in Discovery;
10 Sanctions

11 (a) Motion for an Order Compelling Disclosure or Discovery.

12 (1) In General. On notice to other parties and all affected
13 persons, a party may move for an order compelling disclosure or
14 discovery. The motion must include a certification that the
15 movant has in good faith conferred or attempted to confer with
16 the person or party failing to make disclosure or discovery in an
17 effort to obtain it without court action.

18 (2) Appropriate Court. A motion for an order to a party must be
19 made in the court where the action is pending. A motion for an
20 order to a nonparty must be made in the court where the
21 discovery is or will be taken.

22 (3) Specific Motions.

23 (A) To Compel Disclosure. If a party fails to make a
24 disclosure required by Rule 16.1(a), 16.2(d), or 16.205(d),
25 any other party may move to compel disclosure and for
26 appropriate sanctions.

27 (B) To Compel a Discovery Response. A party seeking
28 discovery may move for an order compelling an answer,
designation, production, or inspection. This motion may be
made if:

(i) a deponent fails to answer a question asked
under Rule 30 or 31;

(ii) a corporation or other entity fails to make a
designation under Rule 30(b)(6) or 31(a)(4);

**(iii) a party fails to answer an interrogatory
submitted under Rule 33; or**

**(iv) a party fails to produce documents or
fails to respond that inspection will be
permitted — or fails to permit inspection**

— as requested under Rule 34.

(C) Related to a Deposition. When taking an oral deposition, the party asking a question may complete or adjourn the examination before moving for an order.

(4) Evasive or Incomplete Disclosure, Answer, or Response. For purposes of Rule 37(a), an evasive or incomplete disclosure, answer, or response must be treated as a failure to disclose, answer, or respond. A party's production of documents that is not in compliance with Rule 34(b)(2)(E)(i) may also be treated as a failure to produce documents.

(5) Payment of Expenses; Protective Orders.

(A) If the Motion Is Granted (or Disclosure or Discovery Is Provided After Filing). If the motion is granted — or if the disclosure or requested discovery is provided after the motion was filed — the court must, after giving an opportunity to be heard, require the party or deponent whose conduct necessitated the motion, the party or attorney advising that conduct, or both to pay the movant's reasonable expenses incurred in making the motion, including attorney fees. But the court must not order this payment if:

(i) the movant filed the motion before attempting in good faith to obtain the disclosure or discovery without court action;

(ii) the opposing party's nondisclosure, response, or objection was substantially justified; or

(iii) other circumstances make an award of expenses unjust.

(B) If the Motion Is Denied. If the motion is denied, the court may issue any protective order authorized under Rule 26(c) and must, after giving an opportunity to be heard, require the movant, the attorney filing the motion, or both to pay the party or deponent who opposed the motion its reasonable expenses incurred in opposing the motion, including attorney fees. But the court must not order this payment if the motion was substantially justified or other circumstances make an award of expenses unjust.

(C) If the Motion Is Granted in Part and Denied in Part. If the motion is granted in part and denied in part, the court may issue any protective order authorized under Rule 26(c) and may, after giving an opportunity to be heard, apportion the reasonable expenses for the motion.

1 (6) Motion Regarding the Sufficiency of an Answer or
2 Objection. The requesting party may move to determine the
3 sufficiency of an answer or objection. Unless the court finds an
4 objection justified, it must order that an answer be served. On
5 finding that an answer does not comply with this rule, the court
6 may order either that the matter is admitted or that an amended
7 answer be served. The court may defer its final decision until a
8 pretrial conference or a specified time before trial. Rule 37(a)(5)
9 applies to an award of expenses.

10 DISCUSSION

11 Plaintiff's Second Amended Complaint was filed November 23, 2020.
12 [Exhibit 1] This was after entry of a stipulated order allowing same on the same
13 date. Plaintiff sets forth fifteen causes of action specific to various defendants as
14 set forth below.

15 FIRST CAUSE OF ACTION - RECOVERY UNDER NRS CHAPTER
16 113

17 [Defendants TKNR, Wong, and INVESTPRO MANAGER LLC]

18 SECOND CAUSE OF ACTION - CONSTRUCTIVE FRAUD

19 [Defendants Investpro, Nickrandt and Chen]

20 THIRD CAUSE OF ACTION - COMMON LAW FRAUD

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

23 FOURTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

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

26 FIFTH CAUSE OF ACTION : FRAUDULENT CONCEALMENT

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

SIXTH CAUSE OF ACTION - BREACH OF FIDUCIARY DUTY

1 [Defendants Investpro and Nickrandt and Chen]

2 SEVENTH CAUSE OF ACTION - RICO

3 [Defendants Lin, Cheng, INVESTPRO MANAGER LLC and
4 INVESTPRO INVESTMENTS I LLC]

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

6 [Defendant Chen, Lin, Investpro and Nickrandt]

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

9 [Defendant Investpro, Zhang, and Nickrandt]

10 TENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

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

12 ELEVENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

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

15 TWELVFTH CAUSE OF ACTION : CIVIL CONSPIRACY

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

18 THIRTEENTH CAUSE OF ACTION - BREACH OF CONTRACT

19 [As to Defendant Investpro]

20 FOURTEENTH CAUSE OF ACTION - BREACH OF IMPLIED
21 COVENANT OF GOOD FAITH AND FAIR DEALING

22 [As to Defendant Investpro]

23 FIFTEENTH CAUSE OF ACTION : ABUSE OF PROCESS

24 [As to all Defendants]

25
26 The subject of this motion is Defendants' rote objections and evasive and
27 incomplete responses to the written discovery itemized below.
28

1 Exhibit 3 TKNR - Request for Production of Documents
2 Exhibit 4 CHI WONG - Request for Production of Documents
3 Exhibit 5 INVESTPRO LLC - Request for Production of
4 Documents
5 Exhibit 6 MAN CHAU CHENG - Interrogatories
6 Exhibit 7 INVESTPRO MANAGER LLC- Second Request for
7 Production of Documents
8 Exhibit 8 INVESTPRO INVESTMENTS I, LLC - Request for
9 Production of Documents
10 Exhibit 9 INVESTPRO INVESTMENTS I, LLC - Interrogatories
11

12 SPECIFIC DISCUSSION OF RESPONSES
13

14
15 A. TKNR. Exhibit 3 is TKNR's Responses to Request for Production of
16 Documents .

17 REQUEST 22. Plaintiff has a cause of action for fraudulent conveyance
18 based on TKNR selling the Subject Property to WLAB in December, 2017 and
19 then dissolving September, 2018, with the intent to defraud WLAB. [Exhibit 1, ¶
20 32 - 34] Request 22 directly relates to information about that and this information
21 is solely in the control of TKNR. Defendants provided a rote objection and no
22 response.

23 REQUEST FOR PRODUCTION NO. 22 :

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

1 financial statements from September, 2015 through September, 2018.

2 RESPONSE TO REQUEST NO. 22:

3 Objection, this request seeks information irrelevant to the subject matter of
4 this action and not reasonably calculated to lead to the discovery of
5 admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S.
6 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd.*
7 *of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v.*
8 *Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
9 App.1962).

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

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

8
9 REQUEST 23 seeks the rental information for the Subject Property while
10 TKNR owned it. This is relevant and will lead to the discovery of admissible
11 evidence as to what units were occupied and when, along with any modifications
12 of leases based on the admitted habitability issues in the apartment. After the
13 rote objection, TKNR references its disclosure "DEF4000354-366", which is just
14 an email from Helen Chen and the purchase agreement. [Exhibit 10] Nothing that
15 is responsive to information about rental during TKNR's ownership.

16 REQUEST FOR PRODUCTION NO. 23

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

19 RESPONSE TO REQUEST NO. 23:

20 Objection, the question is overly broad and remote and, as such, is not
21 calculated to lead to the discovery of information relevant to the subject
22 matter of this action, nor to the discovery of admissible evidence. An overly
23 broad discovery request lacks specificity as to time, place, and/or subject
24 matter being requested. Discovery is sufficiently limited and specific in its
25 directive where compliance to its terms would not be unreasonably
26 burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695
27 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th
28 Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,

1 352 (Cal. App. 2d 1968). Requests were over broad because they used
2 language so broad that it was impossible to determine what amongst
3 numerous documents fell within the scope of the requests. *Krause v.*
4 *Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
5 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
6 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291
7 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
8 unduly burdensome on its face if it uses an omnibus term such as 'relating
9 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
10 range of documents or information. *Id.*

11 Specifically, the scope of the requested information is outside the subject
12 matter of the litigation and is not likely to lead to admissible evidence in this
13 matter. This matter involves a singular transaction for the sale of real
14 property pursuant to the Residential Purchase Agreement dated September
15 5, 2017, including the addendums attached thereto. See Defendants' Initial
16 List of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all
17 attachments thereto, at DEF4000354-366.
18

19
20 REQUEST 24 seeks information about rental income for the Subject
21 Property while TKNR owned it. The response is simply to refer to the response
22 to Request 23.

23 REQUEST NO. 24:

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

26 RESPONSE TO REQUEST NO. 24:

27 See Response to Request No. 23.
28

1 REQUEST 25 seeks information about expenses paid for the Subject
2 Property while TKNR owned it. The response is simply to refer to the response to
3 Request 23 and cite to literally 5 pages of receipts for a residential tri-plex that was
4 purchased in 2015 at a foreclosure sale. {Exhibit 11 are the 5 invoices}

5 REQUEST NO. 25:

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

8
9 RESPONSE TO REQUEST NO. 25:

10 See Response to Request No. 23.

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

18
19 REQUEST 26 seeks information about the basis for Defendants'
20 counterclaim for Abuse of Process.¹ After the rote objection, it just refers to
21 Defendants' NRCP 16.1 disclosures. Plaintiff is solely seeking evidence
22 supporting Defendants' counterclaim which was authorized to be filed.

23
24
25 ¹. On November 11, 2020 Defendants filed a Motion for Leave to File Amended Answer,
26 Counterclaims and Third-Party Claims and an OST requested. Judge Escobar issued a chambers
27 decision via minute order on November 18, 2020 granting Defendants' motion and an Order was filed
28 December 2, 2021. To date Defendants have not filed their amended answer or counterclaim.

1 REQUEST NO. 26:

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

4 RESPONSE TO REQUEST NO. 26:

5 A request seeking “all facts” and “all information related to each and every
6 allegation” is facially burdensome. *In re MGM Mirage Sec. Litig.*, No.
7 2:09-CV-1558-GMN, 2014 WL 6675732, at *5 (D. Nev. Nov. 25, 2014);
8 *Wynn Las Vegas v. Zoggolis*, No. 14-cv-157– MMD– VCF, 2014 WL
9 2772241, at *3 (D. Nev. June 17, 2014) (Ferenbach, M.J.); *Switch*
10 *Commc’ns Grp. v. Ballard*, No. 2:11-CV-00285-KJD, 2011 WL 3957434, at
11 *8 (D. Nev. Sept. 7, 2011) (quoting *Steil v. Humana Kansas City, Inc.*, 1197
12 F.R.D. 445, 447 (D. Kan. 2000) “Steal [SIC] states that an interrogatory may
13 reasonably ask for the material or principal facts which support a party’s
14 contentions. “However, ‘to require specifically ‘each and every’ fact and
15 application of law to fact ... would too often require a laborious,
16 time-consuming analysis, search, and description of incidental, secondary,
17 and perhaps irrelevant and trivial details.”)

18 “All-encompassing interrogatories which require the plaintiff to provide a
19 detailed narrative of its entire case, including the identity every witness and
20 document that supports each described fact. Courts have held that such
21 “blockbuster” interrogatories are unduly burdensome on their face. See e.g.
22 *Hilt v. SFC, Inc.*, 170 F.R.D. 182, 186–87 (D. Kan. 1997) and *Grynberg v.*
23 *Total S.A.*, 2006 WL 1186836, *6–7 (D. Colo. 2006).” *F.T.C. v. Ivy Capital,*
24 *Inc.*, No. 2:11-CV-00283-JCM, 2012 WL 1883507, at *9 (D. Nev. May 22,
25 2012).
26

27 Without waiving the foregoing objections, see Defendants’ Initial Disclosures
28 of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements

1 thereto; see also Plaintiff's 16.1 Early Case Conference Disclosures, and all
2 supplements thereto. As discovery, is on-going, Defendant reserves the
3 right to supplement this response should more information become
4 available.

5
6 REQUEST 27 seeks all documents supporting Defendants' counterclaim
7 for Abuse of Process. The response is to refer to the rote objections contained in
8 the response to Request 26 and the referral to Defendants' NRCP 16.1
9 disclosures.

10 REQUEST NO. 27:

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

14 RESPONSE TO REQUEST NO. 27:

15 See Response to Request No. 26.
16

17
18 REQUEST 28 seeks all communication between TKNR and INVESTPRO
19 INVESTMENTS I, LLC. INVESTPRO INVESTMENTS I, LLC is the flipping fund
20 of which Lin was the manager. [Exhibit 1, ¶ 17 -18 and, also, Exhibit 13] The
21 response was the rote objection.

22 REQUEST NO. 28:

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

25 RESPONSE TO REQUEST NO. 28:

26 Objection, the question is overly broad and remote and, as such, is not
27 calculated to lead to the discovery of information relevant to the subject
28 matter of this action, nor to the discovery of admissible evidence. An overly

1 broad discovery request lacks specificity as to time, place, and/or subject
2 matter being requested. Discovery is sufficiently limited and specific in its
3 directive where compliance to its terms would not be unreasonably
4 burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695
5 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th
6 Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
7 352 (Cal. App. 2d 1968). Requests were over broad because they used
8 language so broad that it was impossible to determine what amongst
9 numerous documents fell within the scope of the requests. *Krause v.*
10 *Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
11 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
12 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291
13 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
14 unduly burdensome on its face if it uses an omnibus term such as 'relating
15 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
16 range of documents or information. *Id.*

17 Specifically, this request is not limited in temporal scope or to any specific
18 subject matter. As written, the request would require disclosure of potentially
19 hundred, if not thousands, of correspondence over an indefinite time period
20 whether related to this matter or not, making compliance with the request
21 unduly burdensome and unreasonable related to the need of the case.

22
23 REQUEST 29 seeks all communication between TKNR and INVESTPRO
24 MANAGER LLC. INVESTPRO MANAGER LLC "is the business entity used by Lin
25 to present and solicit investors and funds to the Flipping Fund. [Exhibit 13]
26 INVESTPRO MANAGER LLC was also the project manager for renovation of the
27 Subject Property as described below." [Exhibit 1, ¶ 19 - 21] The response is to
28 refer to the rote objections contained in the response to Request 28.

1 REQUEST NO. 29:

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

4 RESPONSE TO REQUEST NO. 29:

5 See Response to Request No. 28.

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

8
9 B. CHI WONG

10 Exhibit 4, CHI WONG - Request for Production of Documents.

11 Chi Wong is the sole member of TKNR. [Exhibit 1, ¶ 4]

12 REQUESTS 1 THROUGH 6 sought communications between the co-
13 Defendant and Defendant Lin during the period that TKNR owned the Subject
14 Property. Based on previous discovery responses, the Subject Property is the
15 only property ever owned by TKNR. The rponse to Requests 1 through 6 was the
16 rote objection.

17
18 REQUEST NO. 1:

19 Produce all documents of any description whatsoever including, but not
20 limited to, communications, contracts, agreements, instructions, payments,
21 checks, invoices, etc between yourself and Kenny Lin between August,
22 2015 and July 31, 2018.

23 RESPONSE TO REQUEST NO. 1:

24 Objection, the question is overly broad and remote and, as such, is not
25 calculated to lead to the discovery of information relevant to the subject
26 matter of this action, nor to the discovery of admissible evidence. An overly
27 broad discovery request lacks specificity as to time, place, and/or subject
28 matter being requested. Discovery is sufficiently limited and specific in its

1 directive where compliance to its terms would not be unreasonably
2 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
3 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
4 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
5 352 (Cal. App. 2d 1968). Requests were over broad because they used
6 language so broad that it was impossible to determine what amongst
7 numerous documents fell within the scope of the requests. Krause v.
8 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
9 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
10 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
11 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
12 unduly burdensome on its face if it uses an omnibus term such as 'relating
13 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
14 range of documents or information. Id.

15 Specifically, the scope of the requested information is outside the subject
16 matter of the litigation and is not likely to lead to admissible evidence in this
17 matter. This matter involves a singular transaction for the sale of real
18 property. A request for any and all documents over such a sustained period
19 of time that is not limited to any specific subject matter is unreasonable and
20 unduly burdensome.

21
22 REQUEST NO. 2:

23 Produce all documents of any description whatsoever including, but not
24 limited to, communications, contracts, agreements, instructions, payments,
25 checks, invoices, etc between yourself and INVESTPRO MANAGER LLC,
26 including to any of its agents and employees, between August, 2015 and
27 December 31, 2017.

28 ///

1 RESPONSE TO REQUEST NO. 2:

2 See Response to Request No. 1.

3
4 REQUEST NO. 3:

5 Produce all documents of any description whatsoever including, but not
6 limited to, communications, contracts, agreements, instructions, payments,
7 checks, invoices, etc between yourself and JOYCE A. NICKRANDT,
8 including to any of its agents and employees, between August, 2015 and
9 December 31, 2017.

10 RESPONSE TO REQUEST NO. 3:

11 See Response to Request No. 1.

12
13 REQUEST NO. 4:

14 Produce all documents of any description whatsoever including, but not
15 limited to, communications, contracts, agreements, instructions, payments,
16 checks, invoices, etc between yourself and INVESTPRO INVESTMENTS I,
17 LLC, including to any of its agents and employees, between August, 2015
18 and December 31, 2017.

19
20 RESPONSE TO REQUEST NO. 4:

21 See Response to Request No. 1.

22
23 REQUEST NO. 5:

24 Produce all documents of any description whatsoever including, but not
25 limited to, communications, contracts, agreements, instructions, payments,
26 checks, invoices, etc between yourself and INVESTPRO MANAGER LLC,
27 including to any of its agents and employees, between June, 2015 and
28 December 31, 2017.

1 RESPONSE TO REQUEST NO. 5:

2 See Response to Request No. 1.

3
4 REQUEST NO. 6:

5 Produce all communications between yourself and LIWE HELEN CHEN aka
6 HELEN CHEN between June, 2015 and December 31, 2017.

7
8 RESPONSE TO REQUEST NO. 6:

9 See Response to Request No. 1.

10
11 REQUEST 7 sought listing agreements and sales contracts signed by Wong
12 for the Subject Property from September, 2015 through December 31, 2017. In a
13 change of pace, the response was not the rote objection, just the false statement
14 that "it seeks information that is equally available to Plaintiff." WLAB has no
15 access to sales contracts other than with itself. This is a failure to disclose
16 defects case, so any other previous sales contracts and the disclosures are
17 relevant. WLAB is aware that the property had been sold to at least one other
18 person/entity, but the sale was canceled.

19
20
21 REQUEST NO. 7:

22 Produce all listing agreements or sales contracts, with all associated
23 exhibits and amendments, you signed for the sale of the Subject Property
24 from August 1, 2015 through December 31, 2017.

25 RESPONSE TO REQUEST NO. 7:

26 Objection, the question is unduly burdensome and as it seeks information
27 that is equally available to Plaintiff. Without waiving the foregoing, all
28 responsive documents have either been produced in this litigation by

1 Plaintiff and/or Defendant or are equally available to Defendant. See
2 Plaintiff's 16.1 Early Case Conference Disclosures at pp. 25-60; see also
3 Defendants Initial Disclosures of Documents and Witnesses Pursuant to
4 NRCP 16.1, and all supplements thereto, at DEF 0002-019;
5 DEF3000089-0134; DEF4000330-0339; DEF4000341; DEF4000354-0366.
6

7 REQUEST 8 seeks information about expenses paid for the Subject
8 Property while TKNR owned it. The response is the rote objection and a citation to
9 literally 5 pages of receipts for a residential tri-plex that was purchased in 2015 at
10 a foreclosure sale. [Exhibit 11 are the receipts]
11

12 REQUEST NO. 8:

13 Produce any and all documents including, but not limited to, invoices,
14 correspondence, payments, checks, vouchers, receipts, contracts, etc for
15 any professional fees or services performed for or by any accountants,
16 certified public accountants, bookkeepers, billing services, attorneys,
17 paralegals, private investigators, real estate agents, real estate brokers,
18 realtors, agents, title companies, escrow companies, salespersons, or
19 similar people or entities, relating or pertinent to the Subject Property, from
20 August, 2015 through December 31, 2017.

21 RESPONSE TO REQUEST NO. 8:

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

1 Without waiving the foregoing objections, see Defendants' Initial Disclosures
2 of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements
3 thereto, DEF 0020-024.

4 Defendant is in the process of filing crossclaims² against THE AIR TEAM,
5 LLC d/b/a The Air Team Heating & Cooling and anticipates obtaining more
6 documents in responsive to this request. As discovery is on-going,
7 Defendant reserves the right to supplement this response should more
8 documents be obtained.

9
10 REQUEST 9 seeks information about Mr. Wong's investment in TKNR.
11 Chi Wong is the sole member and alter ego of TKNR. [Exhibit 1, ¶ 4] The
12 response is the rote objection.

13 REQUEST NO. 9:

14 Produce all documents relevant or pertinent to your investment in TKNR,
15 INC.

16 RESPONSE TO REQUEST NO. 9:

17 Objection, this request seeks information irrelevant to the subject matter of
18 this action and not reasonably calculated to lead to the discovery of
19 admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S.
20 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd.*
21 *of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v.*
22 *Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
23 App.1962).

24 Additionally, the question invades Defendant's right of privacy, is
25 impermissibly overbroad and, therefore, oppressive, burdensome, and
26

27
28 ². No 3rd Party claim against THE AIR TEAM, LLC has been filed despite the December 2,
2020 Order authorizing same.

1 irrelevant to the subject matter of this action in that it seeks disclosure of
2 personal and private information. *Nesbit v. Dep't of Pub. Safety*, 283 F.
3 App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467
4 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
5 interests may be a basis for restricting discovery)).

6
7 REQUEST 10 seeks information about Mr. Wong's "ownership of any
8 interest in TKNR, INC.". Chi Wong is the sole member and alter ego of TKNR.
9 [Exhibit 1, ¶ 4] The response is the rote objection.

10 REQUEST NO. 10:

11 Produce all documents relevant or pertinent to your ownership of any
12 interest in TKNR, INC.

13 RESPONSE TO REQUEST NO. 10:

14 See Response to Request No. 9. Defendant reserves the right to amend
15 and supplement the following responses as provided in NRCP 26(e).
16
17
18

19 C. INVESTPRO LLC

20 Exhibit 5 INVESTPRO LLC - Request for Production of Documents.

21 "INVESTPRO LLC was at all relevant times a Nevada Limited Liability
22 Company dba INVESTPRO REALTY [hereinafter Investpro]. Investpro is a
23 real estate brokerage holding Nevada license # B.0144660.llc and a property
24 management company holding Nevada license # PM.0166824.bkr, which licenses
25 are registered to JOYCE A. NICKRANDT [herinafter Nickrandt]." [Exhibit 1, ¶ 2]
26 This averment is admitted in Defendants' Answer filed March 19, 2019.

27 The 5 invoices that were produced [Exhibit 11] were in the name of
28 Investpro or Investpro Realty.

1 WLAB retained Investpro as the property manager after it purchased the
2 Subject Property in December, 2017 through July 31, 2018.

3 REQUEST 1 seeks information about expenses paid for the Subject
4 Property while TKNR owned it. The response is the rote objection.

5 REQUEST NO. 1:

6 Produce all documents of any description whatsoever including, but not
7 limited to, communications, contracts, agreements, instructions, payments,
8 checks, invoices, etc between yourself and Kenny Lin between August,
9 2015 and July 31, 2018.

10 RESPONSE TO REQUEST NO. 1:

11 Objection, the question is overly broad and remote and, as such, is not
12 calculated to lead to the discovery of information relevant to the subject
13 matter of this action, nor to the discovery of admissible evidence. An overly
14 broad discovery request lacks specificity as to time, place, and/or subject
15 matter being requested. Discovery is sufficiently limited and specific in its
16 directive where compliance to its terms would not be unreasonably
17 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
18 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
19 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
20 352 (Cal. App. 2d 1968). Requests were over broad because they used
21 language so broad that it was impossible to determine what amongst
22 numerous documents fell within the scope of the requests. Krause v.
23 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
24 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
25 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
26 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
27 unduly burdensome on its face if it uses an omnibus term such as 'relating
28 to,' 'pertaining to,' or 'concerning' to modify a general category or broad

1 range of documents or information. Id.

2 Specifically, the scope of the requested information is outside the subject
3 matter of the litigation and is not likely to lead to admissible evidence in this
4 matter. This matter involves a singular transaction for the sale of real
5 property. A request for any and all documents over such
6 a sustained period of time that is not limited to any specific subject matter is
7 unreasonable and unduly burdensome.

8
9 REQUEST 2 seeks the rental information for the Subject Property while
10 TKNR owned it. After the rote objection, TKNR references it's disclosure
11 "DEF4000354-366", which is just the purchase agreement between the parties.
12 [Exhibit 10] Nothing that is responsive to information about rental during TKNR's
13 ownership.

14
15 REQUEST NO. 2:

16 Produce documents for all rentals, rental agreements, and leases for the
17 Subject Property from September, 2015 through July, 2018.

18
19 RESPONSE TO REQUEST NO. 2:

20 Objection, the question is overly broad and remote and, as such, is not
21 calculated to lead to the discovery of information relevant to the subject
22 matter of this action, nor to the discovery of admissible evidence. An overly
23 broad discovery request lacks specificity as to time, place, and/or subject
24 matter being requested. Discovery is sufficiently limited and specific in its
25 directive where compliance to its terms would not be unreasonably
26 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
27 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
28 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,

1 352 (Cal. App. 2d 1968). Requests were over broad because they used
2 language so broad that it was impossible to determine what amongst
3 numerous documents fell within the scope of the requests. Krause v.
4 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
5 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
6 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
7 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
8 unduly burdensome on its face if it uses an omnibus term such as 'relating
9 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
10 range of documents or information. Id.

11 Specifically, the scope of the requested information is outside the subject
12 matter of the litigation and is not likely to lead to admissible evidence in this
13 matter. This matter involves a singular transaction for the sale of real
14 property pursuant to the Residential Purchase Agreement dated September
15 5, 2017, including the addendums attached thereto. See Defendants' Initial
16 List of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all
17 attachments thereto, at DEF4000354-366. Some of the requested document
18 should already be in the possession of Plaintiff.

19
20 REQUEST 3 seeks information about rental income for the Subject Property
21 while TKNR owned it. The response is simply to refer to the response to
22 Request 2 and that "some of the requested document should already be in the
23 possession of Plaintiff."

24 REQUEST NO. 3:

25 Produce documents for all income received from rental of the Subject
26 Property from September, 2015 through July, 2018.

27 RESPONSE TO REQUEST NO. 3:

28 See Response to Request No. 2.

1 Additionally, the question invades Defendant's right of privacy, is
2 impermissibly overbroad and, therefore, oppressive, burdensome, and
3 irrelevant to the subject matter of this action in that it seeks disclosure of
4 personal and private information. Nesbit v. Dep't of Pub. Safety, 283 F.
5 App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart, 467
6 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
7 interests may be a basis for restricting discovery)). Some of the requested
8 document should already be in the possession of Plaintiff.

9
10 REQUEST 4 seeks information about expenses paid for the Subject
11 Property while TKNR owned it. The response is simply to refer to the response to
12 Request 3 and cite to literally 5 pages of receipts [Exhibit 10] for a residential tri-
13 plex that was purchased in 2015 at a foreclosure sale.

14 REQUEST NO. 4:

15 Produce documentation for all expenses paid associated with the Subject
16 Property from September, 2015 through July, 2018.

17 RESPONSE TO REQUEST NO. 4:

18 See Response to Request No. 3.

19 Without waiving the foregoing objections, see Defendants' Initial Disclosures
20 of Documents and Witnesses Pursuant to NRCP 16.1, and all supplements
21 thereto, DEF 0020-025; DEF4000329. As discovery is on-going, Defendant
22 reserves the right to supplement this response should more documents be
23 obtained.

24
25
26 REQUEST 5 seeks correspondence about the Subject Property while TKNR
27 owned it. The response is simply to refer to the response to Request 2 and
28 refers to literally two emails. So during over two years of ownership, during which
"Both INVESTPRO REALTY and LIN had authority to act related to the Subject

1 Property” only two emails were generated. The previous quote is from TKNR’s
2 Responses to Interrogatories served April 8, 2020. [Exhibit 12, 7:14 - 8:4]
3 Perhaps over two years there were no complaints from tenants, no communication
4 from the city for code violations, and no communications about the complete
5 renovation of a residential tri-plex bought at a foreclosure sale, but highly, highly
6 unlikely.

7 REQUEST NO. 5:

8 Produce all correspondence associated with the Subject Property from
9 September, 2015 through July, 2018.

10 RESPONSE TO REQUEST NO. 5:

11 See Response to Request No. 2.

12 Additionally, the request is unduly burdensome in-as-much-as it requests
13 information equally available to Plaintiff. Any correspondence relevant to the
14 claims and defenses asserted in this action are between Plaintiff and
15 Defendants, illustrating that Plaintiff has equal access to the
16 correspondence it was a party to.

17 Without waiving the foregoing objections, see Plaintiff’s 16.1 Early Case
18 Conference Disclosures at pp. 17-19; see also Defendants’ Initial
19 Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all
20 supplements thereto, DEF4000340; DEF4000353.

21
22 REQUEST 6 seeks organizational and ownership documents for
23 INVESTPRO LLC. The response is simply to refer to the response to Request 2,
24 which are the rote objections.

25 REQUEST NO. 6:

26 Produce all organizational documents pertaining to you, including, but not
27 limited to, articles of organization, lists of officers, lists of managers, lists of
28

1 members, charters, operating agreements, minutes of meetings, resolutions,
2 dissolutions, applications for fictitious firm names, statements of financial
3 condition, and financial statements from August, 2015 through July 31,
4 2018.

5 RESPONSE TO REQUEST NO. 6:

6 See Response to Request No. 2.

7 Additionally, the question invades Defendant's right of privacy, is
8 impermissibly overbroad and, therefore, oppressive, burdensome, and
9 irrelevant to the subject matter of this action in that it seeks disclosure of
10 personal and private information. **Nesbit v. Dep't of Pub. Safety**, 283 F.
11 App'x 531, 533 (9th Cir. 2008) (citing **Seattle Times Co. v. Rhinehart**, 467
12 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
13 interests may be a basis for restricting discovery)).
14

15 REQUEST 7 seeks documents between INVESTPRO LLC and Kenny Lin
16 from when the Subject Property was purchased by TKNR through January, 2019.
17 After the rote objection, Defendants falsely state that it seeks virtually any
18 document; this is untrue is the Request solely seeks documents between
19 INVESTPRO LLC and Kenny Lin.

20 REQUEST NO. 7:

21 Produce all documents of any description whatsoever including, but not
22 limited to, communications, contracts, agreements, instructions, payments,
23 checks, invoices, etc. between yourself and Kenny Lin concerning, relevant
24 to, or pertinent to the Subject Property from August, 2015 through January
25 31, 2019.

26 RESPONSE TO REQUEST NO. 7:

27 Objection, the question is overly broad and remote and, as such, is not
28 calculated to lead to the discovery of information relevant to the subject

1 matter of this action, nor to the discovery of admissible evidence. An overly
2 broad discovery request lacks specificity as to time, place, and/or subject
3 matter being requested. Discovery is sufficiently limited and specific in its
4 directive where compliance to its terms would not be unreasonably
5 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
6 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
7 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
8 352 (Cal. App. 2d 1968). Requests were over broad because they used
9 language so broad that it was impossible to determine what amongst
10 numerous documents fell within the scope of the requests. Krause v.
11 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
12 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
13 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
14 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
15 unduly burdensome on its face if it uses an omnibus term such as 'relating
16 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
17 range of documents or information. Id.

18 Additionally, the question invades Defendant's right of privacy, is
19 impermissibly overbroad and, therefore, oppressive, burdensome, and
20 irrelevant to the subject matter of this action in that it seeks disclosure of
21 personal and private information. Nesbit v. Dep't of Pub. Safety, 283 F.
22 App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart, 467
23 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
24 interests may be a basis for restricting discovery)). This request seeks "all
25 documents of any description whatsoever" over a span of nearly four years.
26 Compliance with the request would be unduly burdensome based on the
27 overbreadth of the request and is not balanced to the needs of the case or
28 the scope of the claims and defense at issue. Also, the request for private

1 financial information invades the right of privacy and is not relevant to the
2 subject matter of this litigation, nor is it likely to lead to the discovery of
3 admissible evidence.
4

5 REQUEST 8 seeks documents between INVESTPRO LLC and
6 INVESTPRO INVESTMENTS I, LLC from when the Subject Property was
7 purchased by TKNR through January, 2019. The response is simply to refer to
8 the response to Request 7.

9 REQUEST NO. 8:

10 Produce all documents of any description whatsoever including, but not
11 limited to, communications, contracts, agreements, instructions, payments,
12 checks, invoices, etc. between yourself and INVESTPRO INVESTMENTS I
13 LLC concerning, relevant to, or pertinent to the Subject Property from
14 August, 2015 through January 31, 2019.

15 RESPONSE TO REQUEST NO. 8:

16 See Response to Request No. 7.
17

18 REQUEST 9 seeks documents between INVESTPRO LLC and CHI
19 WONG from when the Subject Property was purchased through January, 2019.
20 The response is simply to refer to the response to Request 7.
21

22 REQUEST NO. 9:

23 Produce all documents of any description whatsoever including, but not
24 limited to, communications, contracts, agreements, instructions, payments,
25 checks, invoices, etc between yourself and CHI ON WONG aka CHI KUEN
26 WONG concerning, relevant to, or pertinent to the Subject Property from
27 August, 2015 through July 31, 2018.

28 ///

1 RESPONSE TO REQUEST NO. 9:

2 See Response to Request No. 7.

3
4 REQUEST 10 seeks documents between INVESTPRO LLC and TKNR
5 from when the Subject Property was purchased by TKNR through January, 2019.
6 The response is simply to refer to the response to Request 7.

7 REQUEST NO. 10:

8 Produce all documents of any description whatsoever including, but not
9 limited to, communications, contracts, agreements, instructions, payments,
10 checks, invoices, etc between yourself and TKNR, Inc concerning, relevant
11 to, or pertinent to the Subject Property from August, 2015 through July 31,
12 2018.

13 RESPONSE TO REQUEST NO. 10

14 See Response to Request No. 7.

15
16
17 REQUEST 11 seeks documents from service providers from when the
18 Subject Property was purchased by TKNR through July 31, 2018. After the rote
19 objection, it's again alleged the WLAB "has equal access to those documents".
20 How WLAB would have access to records before it hired INVESTPRO LLC is
21 unexplained. Then Defendants refer to their 16.1 disclosures, which consist
22 entirely of the purchase agreements with WLAB. In other words, no substantive
23 compliance with the request.

24 REQUEST NO. 11 (Erroneously labeled No. 10):

25 Produce any and all documents including, but not limited to, invoices,
26 correspondence, payments, checks, vouchers, receipts, contracts, etc for
27 any professional fees or services performed for or by any accountants,
28 certified public accountants, bookkeepers, billing services, attorneys,

1 paralegals, private investigators, real estate agents, real estate brokers,
2 realtors, agents, title companies, escrow companies, salespersons, or
3 similar people or entities, concerning, relevant to, or pertinent to the Subject
4 Property from August, 2015 through July 31, 2018.

5 RESPONSE TO REQUEST NO. 11 (Erroneously labeled No. 10):

6 Objection, this request seeks information irrelevant to the subject matter of
7 this action and not reasonably calculated to lead to the discovery of
8 admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S.
9 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd.*
10 *of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v.*
11 *Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
12 App.1962). Also, the request specifically seeks “any and all documents [...]”
13 for or by [...] attorneys, paralegals,” which is subject to attorney-client
14 privilege and is not discoverable.

15 Moreover, the question is overly broad and remote and, as such, is not
16 calculated to lead to the discovery of information relevant to the subject
17 matter of this action, nor to the discovery of admissible evidence. An overly
18 broad discovery request lacks specificity as to time, place, and/or subject
19 matter being requested. Discovery is sufficiently limited and specific in its
20 directive where compliance to its terms would not be unreasonably
21 burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695
22 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th
23 Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
24 352 (Cal. App. 2d 1968). Requests were over broad because they used
25 language so broad that it was impossible to determine what amongst
26 numerous documents fell within the scope of the requests. *Krause v.*
27 *Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
28 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655

1 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
2 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
3 unduly burdensome on its face if it uses an omnibus term such as 'relating
4 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
5 range of documents or information. Id.

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

15
16 REQUEST 12 seeks licenses held by INVESTPRO LLC. The response is
17 the rote objection.

18 REQUEST NO. 12 (Erroneously labeled No. 11):

19 Produce copies of any licenses held by you from August, 2015 through July
20 31, 2018.

21 RESPONSE TO REQUEST NO. 12 (Erroneously labeled No. 11):

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

1 Moreover, the question is overly broad and remote and, as such, is not
2 calculated to lead to the discovery of information relevant to the subject
3 matter of this action, nor to the discovery of admissible evidence. An overly
4 broad discovery request lacks specificity as to time, place, and/or subject
5 matter being requested. Discovery is sufficiently limited and specific in its
6 directive where compliance to its terms would not be unreasonably
7 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
8 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
9 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
10 352 (Cal. App. 2d 1968). Requests were over broad because they used
11 language so broad that it was impossible to determine what amongst
12 numerous documents fell within the scope of the requests. Krause v.
13 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5
14 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL
15 3592655 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging
16 Inc., 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad
17 and unduly burdensome on its face if it uses an omnibus term such as
18 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or
19 broad range of documents or information. Id.

20
21 REQUEST 13 seeks repairs, maintenance and improvement records.
22 Keeping in mind that INVESTPRO LLC was the property manager, it's abusive
23 that the response is to refer to the response to Request 1, the rote objection.

24 REQUEST NO. 13 (Erroneously labeled No. 12):

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

28 ///

1 RESPONSE TO REQUEST NO. 13 (Erroneously labeled No. 12):

2 See Response to Request No. 1.

3
4 REQUESTS 14 through 18. Defendants provided no response to Requests
5 14 through 18, despite all requests being relevant, specific and narrow as to time
6 frame.

7 REQUEST NO. 14 (Erroneously labeled No. 13):

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

11 RESPONSE TO REQUEST NO. 14 (Erroneously labeled No. 13):

12 See Response to Request No. 2.

13 REQUEST NO. 15 (Erroneously labeled No. 14):

14 Produce all documents of any description whatsoever including, but not
15 limited to, communications, contracts, agreements, instructions, payments,
16 checks, invoices, etc between yourself and MAN CHAU CHENG WONG
17 concerning, relevant to, or pertinent to the Subject Property from August,
18 2015 through July 31, 2018.

19
20 RESPONSE TO REQUEST NO. 15 (Erroneously labeled No. 14):

21 See Response to Request No. 7.

22 REQUEST NO. 16 (Erroneously labeled No. 15):

23 Produce all documents of any description whatsoever including, but not
24 limited to, communications, contracts, agreements, instructions, payments,
25 checks, invoices, etc between yourself and JOYCE A. NICKRANDT WONG
26 concerning, relevant to, or pertinent to the Subject Property from August,
27 2015 through January 31, 201.

28 RESPONSE TO REQUEST NO. 16 (Erroneously labeled No. 15):

1 See Response to Request No. 7.

2 REQUEST NO. 17 (Erroneously labeled No. 16):

3 Produce all documents of any description whatsoever including, but not
4 limited to, communications, contracts, agreements, instructions, payments,
5 checks, invoices, etc between yourself and CHI ON WONG aka CHI KUEN
6 WONG from August,2015 through July31, 201.

7 RESPONSE TO REQUEST NO. 17 (Erroneously labeled No. 16):

8 See Response to Request No. 7.

9 REQUEST NO. 18 (Erroneously labeled No. 17):

10 Produce all documents of any description whatsoever including, but not
11 limited to, communications, contracts, agreements, instructions, payments,
12 checks, invoices, etc between yourself and LIWE HELEN CHEN aka
13 HELEN CHEN from August,2015 through July31, 2018.

14 RESPONSE TO REQUEST NO. 18 (Erroneously labeled No. 17):

15 See Response to Request No. 7.

16 Defendant reserves the right to amend and supplement the following
17 responses as provided in NRCP 26(e).
18

19
20 D MAN CHAU CHENG

21 Exhibit 6 MAN CHAU CHENG - Interrogatories.

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

1 all decisions regarding the Subject Property.” [Exhibit 1, ¶ 9] Although this
2 averment was denied by Defendants, certainly WLAB can inquire into these
3 averments in discovery. Defendants solely have this information. Further, the
4 Flipping Fund which bought the property, renovated it and sold it, using TKNR as
5 the front or record owner, states in it’s promotional literature that it is “Present by
6 INVESTPRO MANAGER LLC”. [Exhibit 13]

7 REQUESTS 1 through 5 inquired about Ms. Cheng’s connection with the
8 INVESTPRO INVESTMENTS FOUNDATION³, the Flipping Fund, INVESTPRO
9 MANAGER LLC, duties and responsibilities with INVESTPRO MANAGER LLC,
10 and compensation from INVESTPRO MANAGER LLC. Requests 1 through 5
11 were responded to with the rote objections, although she did admit to being the
12 manager of INVESTPRO MANAGER LLC in Response 3, although there are no
13 “duties and responsibilities” described in Response 4.

14 INTERROGATORY NO. 1:

15 Describe in detail what your connection or relationships was with
16 INVESTPRO INVESTMENTS FOUNDATION from August 15, 2015 through
17 January 31, 2019.

18 RESPONSE TO INTERROGATORY NO. 1:

19 Objection, the term “INVESTPRO INVESTMENTS FOUNDATION” is not
20 defined and requires Defendant to speculate as to its meaning, which is
21 improper. As such, Defendant is unable to provide a response to the request
22 as written. To the extent that “INVESTPRO INVESTMENTS FOUNDATION”
23 is understandable, this request seeks information irrelevant to the subject
24 matter of this action and not reasonably calculated to lead to the discovery
25 of admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
26

27
28 ³. INVESTPRO INVESTMENTS FOUNDATION, with it’s address, phone number and
website are at the bottom of the Flipping Fund promotional literature. See Exhibit 13, pages 2, 3 & 6.

1 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
2 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
3 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
4 App.1962).

5 INTERROGATORY NO. 2:

6 Describe in detail what your connection or relationship was with Flipping
7 Fund from August, 2015 through January 31, 2019.

8 RESPONSE TO INTERROGATORY NO. 2:

9 Objection, this request seeks information irrelevant to the subject matter of
10 this action and not reasonably calculated to lead to the discovery of
11 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
12 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
13 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
14 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
15 App.1962).

16 INTERROGATORY NO. 3:

17 Describe in detail what your connection or relationship was with
18 INVESTPRO MANAGER LLC from August, 2015 through January 31, 2019.

19 RESPONSE TO INTERROGATORY NO. 3:

20 Objection, this request seeks information irrelevant to the subject matter of
21 this action and not reasonably calculated to lead to the discovery of
22 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
23 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
24 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
25 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
26 App.1962). Without waiving the foregoing, Defendant is/was a manager of
27 INVESTPRO MANAGER LLC.
28

///

1 INTERROGATORY NO. 4:

2 Describe in detail what your duties and responsibilities were with
3 INVESTPRO MANAGER LLC from August, 2015 through July 31, 2018.

4 RESPONSE TO INTERROGATORY NO.4:

5 Objection, this request seeks information irrelevant to the subject matter of
6 this action and not reasonably calculated to lead to the discovery of
7 admissible evidence. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S.
8 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd.*
9 *of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v.*
10 *Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
11 App.1962). Without waving the foregoing, Defendant acted as a manager
12 for INVESTPRO MANAGER, LLC.

13 INTERROGATORY NO. 5:

14 Describe in detail any compensation or payment you received from
15 INVESTPRO MANAGER LLC from August, 2015 through July 31, 2018.

16 RESPONSE TO INTERROGATORY NO. 5:

17 Objection, this question is overly broad and remote and, as such, is not
18 calculated to lead to the discovery of information relevant to the subject
19 matter of this action, nor to the discovery of admissible evidence. Discovery
20 is sufficiently limited and specific in its directive where compliance to its
21 terms would not be unreasonably burdensome. See Diamond State Ins. Co.
22 v. Rebel Oil Co., 157 F.R.D. 691,695 (D. Nev. 1994) (citing *United States v.*
23 *Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976). Additionally, the question
24 invades Defendant's right of privacy, is impermissibly overbroad and,
25 therefore, oppressive, burdensome, and irrelevant to the subject matter of
26 this action in that it seeks disclosure of personal and private information.
27 See Nesbit v. Dep't of Pub. Safety, 283 F. App'x 531, 533 (9th Cir. 2008)
28 (citing Seattle Times Co. v. Rhinehart, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199,

1 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for
2 restricting discovery)).

3 Defendant's financial information is private and not relevant to the subject
4 matter of this litigation. Moreover, the scope of the request is not reasonably
5 limited to the subject matter of this litigation as it requests any compensation
6 or payment throughout a three-year span without limitation to the profit
7 allegedly earned as a result of the allegations made in the complaint.

8
9 REQUEST 6 seeks all witnesses with knowledge, and the response was to
10 refer to Defendants' NRCP 16.1 witness disclosure.

11 INTERROGATORY NO. 6:

12 Set forth the name, complete address, and telephone number of each and
13 every person who has any knowledge of the facts of this case and/or has
14 any knowledge of the facts set forth in your answers to the above, and give
15 a brief statement of their alleged knowledge, if not previously produced.

16 RESPONSE TO INTERROGATORY NO. 6:

17 Please see Defendants' Initial Disclosures of Documents and Witnesses
18 Pursuant to NRCP 16.1, and all supplements thereto.

19
20
21 REQUEST 9 asks who was involved in the creation, design or publication of
22 the Flipping Fund promotion material. [Exhibit 13] The answer is a relevancy
23 objection. First, the objections are waived due to the late filing of the responses.
24 Second, this inquiry is relevant given WLAB's causes of action.

25 INTERROGATORY NO. 9

26 Identify the person or persons or entities who participated or were involved
27 in any way with in the creation, design and publication of Exhibit 1.

28 RESPONSE TO INTERROGATORY NO. 9:

1 Objection, this request seeks information irrelevant to the subject matter of
2 this action and not reasonably calculated to lead to the discovery of
3 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
4 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe
5 County Bd. of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968);
6 Darbee v. Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524
7 (Cal. App.1962).

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

10
11 E INVESTPRO MANAGER LLC- Second Request for Production of
12 Documents

13 Exhibit 7 INVESTPRO MANAGER LLC- Second Request for Production of
14 Documents.

15 REQUEST 20 seeks organizational and ownership documents for
16 INVESTPRO MANAGER LLC. The response is the rote objections.

17 REQUEST NO. 20:

18 Produce all corporate documents pertaining to you, including, but not limited
19 to, articles of incorporation, articles of organization, lists of officers, lists of
20 managers, lists of members, charters, stockholder agreements, operating
21 agreements, minutes of meetings, resolutions, dissolutions, applications for
22 fictitious firm names, statements of financial condition, and financial
23 statements from August, 2015 through January31, 2019.

24 RESPONSE TO REQUEST NO. 20:

25 Objection, this request seeks information irrelevant to the subject matter of
26 this action and not reasonably calculated to lead to the discovery of
27 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
28

1 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
2 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
3 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
4 App.1962)

5 Additionally, the question is overly broad and remote and, as such, is not
6 calculated to lead to the discovery of information relevant to the subject
7 matter of this action, nor to the discovery of admissible evidence. An overly
8 broad discovery request lacks specificity as to time, place, and/or subject
9 matter being requested. Discovery is sufficiently limited and specific in its
10 directive where compliance to its terms would not be unreasonably
11 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
12 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
13 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
14 352 (Cal. App. 2d 1968). Requests were over broad because they used
15 language so broad that it was impossible to determine what amongst
16 numerous documents fell within the scope of the requests. Krause v.
17 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
18 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
19 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
20 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
21 unduly burdensome on its face if it uses an omnibus term such as 'relating
22 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
23 range of documents or information. Id. Specifically, the scope of the
24 requested information is outside the subject matter of the litigation and is not
25 likely to lead to admissible evidence in this matter. This matter involves a
26 singular transaction for the sale of real property. The overbreadth of the
27 request, coupled with the lack of relevancy of the information, renders
28 compliance unduly burdensome and not reasonable in light of the needs of

1 the case related to the claims and defenses at issue.

2
3 REQUEST 21 seeks documents between INVESTPRO MANAGER LLC
4 and Kenny Lin from when the Subject Property was purchased by TKNR through
5 January, 2019. The response is the rote objection.

6 REQUEST NO. 21:

7 Produce all documents of any description whatsoever including, but not
8 limited to, communications, contracts, agreements, instructions, payments,
9 checks, invoices, etc between yourself and Kenny Lin from August, 2015
10 through January31, 2019.

11 RESPONSE TO REQUEST NO. 21:

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

1 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
2 range of documents or information. Id.

3 Specifically, the scope of the requested information is outside the subject
4 matter of the litigation and is not likely to lead to admissible evidence in this
5 matter. This matter involves a singular transaction for the sale of real
6 property. A request for any and all documents over such a sustained period
7 of time that is not limited to any specific subject matter is unreasonable and
8 unduly burdensome.

9
10 REQUEST 22 seeks documents between INVESTPRO MANAGER LLC
11 and INVESTPRO INVESTMENTS I, LLC from when the Subject Property was
12 purchased by TKNR through January, 2019. The response is the referral to the
13 response for Request 21, the rote objection.

14 REQUEST NO. 22:

15 Produce all documents of any description whatsoever including, but not
16 limited to, communications, contracts, agreements, instructions, payments,
17 checks, invoices, etc between yourself and INVESTPRO INVESTMENTS I
18 LLC August, 2015 through January31, 2019.

19 RESPONSE TO REQUEST NO. 22:

20 See Response to Request No. 21.

21
22 REQUEST 23 seeks documents between INVESTPRO MANAGER LLC
23 and Chi Wong from when the Subject Property was purchased by TKNR through
24 January, 2019. The response is the referral to the response for Request 21, the
25 rote objection.

26 REQUEST NO. 23:

27 Produce all documents of any description whatsoever including, but not
28

1 limited to, communications, contracts, agreements, instructions, payments,
2 checks, invoices, etc between yourself and CHI ON WONG aka CHI KUEN
3 WONG from August, 2015 through July 31, 2019.

4 RESPONSE TO REQUEST NO. 23:

5 See Response to Request No. 21.

6
7 REQUEST 24 seeks documents from service providers from when the
8 Subject Property was purchased by TKNR through July 31, 2018. After the rote
9 objection, it's again alleged the WLAB "has equal access to those documents".
10 How WLAB would have access to these records is unexplained. Then Defendants
11 refer to their 16.1 disclosures, which consist entirely of the purchase agreements
12 with WLAB. In other words, no substantive compliance with the request.

13 REQUEST NO. 24:

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

21 RESPONSE TO REQUEST NO. 24:

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

1 for or by [...] attorneys, paralegals,” which is subject to attorney-client
2 privilege and is not discoverable.

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

22 Further, the request is unduly burdensome in-as-much-as it requests
23 information equally available to Plaintiff. Any requested information relevant
24 to the claims and defenses asserted in this action relate to the sale of the
25 Subject Property to Plaintiff, some of which has already been disclosed in
26 this litigation by both Plaintiff and Defendant, indicating that Plaintiff has
27 equal access to those documents. See Plaintiff's 16.1 Early Case
28 Conference Disclosures at pp. 25-60; see also Defendants' Initial

1 Disclosures of Documents and Witnesses Pursuant to NRCP 16.1, and all
2 supplements thereto, DEF0002-019; DEF4000330-339; DEF4000354-366.

3
4 REQUEST 25 seeks licenses held by INVESTPRO MANAGER LLC. The
5 response is the rote objection.

6 REQUEST NO. 25:

7 Produce copies of any licenses held by you from August, 2015 through July
8 31, 2018.

9 RESPONSE TO REQUEST NO. 25:

10 Objection, this request seeks information irrelevant to the subject matter of
11 this action and not reasonably calculated to lead to the discovery of
12 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
13 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
14 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
15 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
16 App.1962). Moreover, the question is overly broad and remote and, as such,
17 is not calculated to lead to the discovery of information relevant to the
18 subject matter of this action, nor to the discovery of admissible evidence.
19

20
21 REQUEST 26 seeks repairs, maintenance and improvement records. The
22 response is the rote objection and a referred to the 5 pages of repair receipts.
23 [Exhibit 11]

24 REQUEST NO. 26:

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

28 RESPONSE TO REQUEST NO. 26:

1 Objection, this request seeks information irrelevant to the subject matter of
2 this action and not reasonably calculated to lead to the discovery of
3 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
4 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
5 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
6 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
7 App.1962).

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

15
16 REQUEST 27 seeks management records for the Subject Property from
17 when the Subject Property was purchased by TKNR through July 31, 2018. The
18 response is the rote objection and a reference to the purchase agreement.

19 REQUEST NO. 27:

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

23 RESPONSE TO REQUEST NO. 27:

24 Objection, the question is overly broad and remote and, as such, is not
25 calculated to lead to the discovery of information relevant to the subject
26 matter of this action, nor to the discovery of admissible evidence. An overly
27 broad discovery request lacks specificity as to time, place, and/or subject
28 matter being requested. Discovery is sufficiently limited and specific in its

1 directive where compliance to its terms would not be unreasonably
2 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
3 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
4 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
5 352 (Cal. App. 2d 1968). Requests were over broad because they used
6 language so broad that it was impossible to determine what amongst
7 numerous documents fell within the scope of the requests. Krause v.
8 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
9 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
10 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
11 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
12 unduly burdensome on its face if it uses an omnibus term such as 'relating
13 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
14 range of documents or information. Id.

15 Specifically, the scope of the requested information is outside the subject
16 matter of the litigation and is not likely to lead to admissible evidence in this
17 matter. This matter involves a singular transaction for the sale of real
18 property pursuant to the Residential Purchase Agreement dated September
19 5, 2017, including the addendums attached thereto. See Defendants' Initial
20 List of 16.1 Documents & Witnesses Pursuant to NRCP 16.1, and all
21 attachments thereto, at DEF4000354-366.

22
23 REQUEST 28 seeks documents between INVESTPRO MANAGER LLC and
24 MAN CHAU CHENG from when the Subject Property was purchased by TKNR
25 through January, 2019. The response is simply to refer to the response to
26 Request 21, the rote objection.

27 REQUEST NO. 28:

28 Produce all documents of any description whatsoever including, but not

1 limited to, communications, contracts, agreements, instructions, payments,
2 checks, invoices, etc between yourself and MAN CHAU CHENG, from
3 August, 2015 through January 31, 2019.

4 RESPONSE TO REQUEST NO. 28:

5 See Response to Request No. 21.

6
7 REQUEST 29 seeks documents between INVESTPRO MANAGER LLC and
8 JOYCE A. NICKRANDT from when the Subject Property was purchased by TKNR
9 through January, 2019. The response is simply to refer to the response to
10 Request 21, the rote objection.

11 REQUEST NO. 29:

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

16 RESPONSE TO REQUEST NO. 29:

17 See Response to Request No. 21.

18
19
20 REQUEST 30 seeks documents between INVESTPRO MANAGER LLC and
21 TKNR from when the Subject Property was purchased by TKNR through January,
22 2019. The response is simply to refer to the response to Request 21, the rote
23 objection.

24 REQUEST NO. 30:

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

1 RESPONSE TO REQUEST NO. 30:

2 See Response to Request No. 21.

3
4 REQUEST 31 seeks documents between INVESTPRO MANAGER LLC and
5 CHI WONG from when the Subject Property was purchased by TKNR through
6 January, 2019. The response is simply to refer to the response to Request 21,
7 the rote objection.

8 REQUEST NO. 31:

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

13 RESPONSE TO REQUEST NO. 31:

14 See Response to Request No. 21.

15
16 REQUEST 32 seeks documents between INVESTPRO MANAGER LLC and
17 HELEN CHEN from when the Subject Property was purchased by TKNR through
18 January, 2019. The response is simply to refer to the response to Request 21,
19 the rote objection.
20

21 REQUEST NO. 32:

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

26 RESPONSE TO REQUEST NO. 32:

27 See Response to Request No. 21.

1 F INVESTPRO INVESTMENTS I, LLC

2 Exhibit 8 INVESTPRO INVESTMENTS I, LLC - Request for Production of
3 Documents.

4 REQUEST 1 seeks organizational and ownership documents for
5 INVESTPRO INVESTMENTS I, LLC. The response is the rote objection.

6 REQUEST NO. 1:

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

13 RESPONSE TO REQUEST NO. 1:

14 Objection, this request seeks information irrelevant to the subject matter of
15 this action and not reasonably calculated to lead to the discovery of
16 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
17 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
18 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
19 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
20 App.1962).

21 Additionally, the question is overly broad and remote and, as such, is not
22 calculated to lead to the discovery of information relevant to the subject
23 matter of this action, nor to the discovery of admissible evidence. An overly
24 broad discovery request lacks specificity as to time, place, and/or subject
25 matter being requested. Discovery is sufficiently limited and specific in its
26 directive where compliance to its terms would not be unreasonably
27 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
28 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th

1 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
2 352 (Cal. App. 2d 1968). Requests were over broad because they used
3 language so broad that it was impossible to determine what amongst
4 numerous documents fell within the scope of the requests. Krause v.
5 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
6 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
7 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
8 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
9 unduly burdensome on its face if it uses an omnibus term such as 'relating
10 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
11 range of documents or information. Id.

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

19
20 REQUEST 2 seeks documents between INVESTPRO INVESTMENTS I,
21 LLC and Kenny Lin from when the Subject Property was purchased by TKNR
22 through January, 2019. The response is the rote objection.

23 REQUEST NO. 2:

24 Produce all documents of any description whatsoever including, but not
25 limited to, communications, contracts, agreements, instructions, payments,
26 checks, invoices, etc between yourself and Kenny Lin from August, 2015
27 through January31, 2019.

28 RESPONSE TO REQUEST NO. 2:

1 Objection, the question is overly broad and remote and, as such, is not
2 calculated to lead to the discovery of information relevant to the subject
3 matter of this action, nor to the discovery of admissible evidence. An overly
4 broad discovery request lacks specificity as to time, place, and/or subject
5 matter being requested. Discovery is sufficiently limited and specific in its
6 directive where compliance to its terms would not be unreasonably
7 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
8 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
9 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
10 352 (Cal. App. 2d 1968). Requests were over broad because they used
11 language so broad that it was impossible to determine what amongst
12 numerous documents fell within the scope of the requests. Krause v.
13 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
14 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
15 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
16 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
17 unduly burdensome on its face if it uses an omnibus term such as 'relating
18 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
19 range of documents or information. *Id.*

20 Specifically, the scope of the requested information is outside the subject
21 matter of the litigation and is not likely to lead to admissible evidence in this
22 matter. This matter involves a singular transaction for the sale of real
23 property. A request for any and all documents over such a sustained period
24 of time that is not limited to any specific subject matter is unreasonable and
25 unduly burdensome.

26
27 REQUEST 3 seeks documents between INVESTPRO INVESTMENTS I,
28 LLC and INVESTPRO MANAGER LLC from when the Subject Property was

1 purchased by TKNR through January, 2019. The response is to refer to the
2 Response to Request 2, the rote objection.

3 REQUEST NO. 3:

4 Produce all documents of communications between yourself and
5 INVESTPRO MANAGER LLC August, 2015 through January 31, 2019.

6 RESPONSE TO REQUEST NO. 3:

7 See Response to Request No. 2.
8

9 REQUEST 4 seeks documents about the dissolution of INVESTPRO
10 INVESTMENTS I, LLC. The response is the rote objection. Plaintiff has a cause
11 of action for fraudulent conveyance based on TKNR selling the Subject Property to
12 WLAB in December, 2017 and then dissolving September, 2018, with the intent to
13 defraud WLAB. [Exhibit 1, ¶ 35 - 36] Request 4 directly relates to information
14 about that.

15 REQUEST NO. 4:

16 Produce any and all documents, including any and all financial records,
17 relevant to, related to, or in any way pertinent to your dissolution.

18 RESPONSE TO REQUEST NO.4:

19 Objection, the question is overly broad and remote and, as such, is not
20 calculated to lead to the discovery of information relevant to the subject
21 matter of this action, nor to the discovery of admissible evidence. An overly
22 broad discovery request lacks specificity as to time, place, and/or subject
23 matter being requested. Discovery is sufficiently limited and specific in its
24 directive where compliance to its terms would not be unreasonably
25 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
26 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
27 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
28 352 (Cal. App. 2d 1968). Requests were over broad because they used

1 language so broad that it was impossible to determine what amongst
2 numerous documents fell within the scope of the requests. Krause v.
3 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
4 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
5 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
6 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
7 unduly burdensome on its face if it uses an omnibus term such as 'relating
8 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
9 range of documents or information. Id.

10 Additionally, the question invades Defendant's right of privacy, is
11 impermissibly overbroad and, therefore, oppressive, burdensome, and
12 irrelevant to the subject matter of this action in that it seeks disclosure of
13 personal and private information. Nesbit v. Dep't of Pub. Safety, 283 F.
14 App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart, 467
15 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
16 interests may be a basis for restricting discovery)).

17 The request is overly broad and unduly burdensome on its face as it
18 requests each and every document related to Defendant's dissolution
19 without any limitation. Further, it specifically requests financial documents
20 that are private and not subject to disclosure for the mere asking. Ultimately,
21 the dissolution documents are irrelevant to the claims and defense at issue
22 in this litigation and is not likely to lead to the discovery of relevant evidence.

23
24 REQUEST 5 seeks documents from service providers from when the
25 Subject Property was purchased by TKNR through January 31, 2019. The
26 response is to refer to the Response to Request 2, the rote objection.

27 REQUEST NO. 5:

28 Produce any and all documents including, but not limited to, invoices,

1 correspondence, payments, checks, vouchers, receipts, contracts, etc for
2 any professional fees or services performed for or by any accountants,
3 certified public accountants, bookkeepers, billing services, attorneys,
4 paralegals, private investigators, real estate agents, real estate brokers,
5 realtors, agents, title companies, escrow companies, salespersons, or
6 similar people or entities, from August, 2015 through January 31, 2019.

7 RESPONSE TO REQUEST NO. 5:

8 See Response to Request No. 2.

9
10 REQUEST 6 seeks a list of INVESTPRO INVESTMENTS I, LLC's investors
11 or investors managed by INVESTPRO INVESTMENTS I, LLC from when the
12 Subject Property was purchased by TKNR through January 31, 2019. The
13 response is to refer to the Response to Request 2, the rote objection.

14 REQUEST NO. 6:

15 Produce a list of all investors in you, or managed by you from August, 2015
16 through January 31, 2019.

17 RESPONSE TO REQUEST NO. 6:

18 See Response to Request No. 2. Additionally, the question invades
19 Defendant's right of privacy, is impermissibly overbroad and, therefore,
20 oppressive, burdensome, and irrelevant to the subject matter of this action
21 in that it seeks disclosure of personal and private information. Nesbit v.
22 Dep't of Pub. Safety, 283 F. App'x 531, 533 (9th Cir. 2008) (citing Seattle
23 Times Co. v. Rhinehart, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d
24 17 (1984) (noting that privacy interests may be a basis for restricting
25 discovery)).
26
27
28

1 REQUEST 7 seeks loans and payments made to or by INVESTPRO
2 INVESTMENTS I, LLC from when the Subject Property was purchased by TKNR
3 through January 31, 2019. The response is the rote objection.

4 REQUEST NO. 7:

5 Produce copies of any and all documents for any and all loans and
6 payments made to or by you from August, 2015 through January 31, 2019.

7 RESPONSE TO REQUEST NO. 7:

8 Objection, the question is overly broad and remote and, as such, is not
9 calculated to lead to the discovery of information relevant to the subject
10 matter of this action, nor to the discovery of admissible evidence. An overly
11 broad discovery request lacks specificity as to time, place, and/or subject
12 matter being requested. Discovery is sufficiently limited and specific in its
13 directive where compliance to its terms would not be unreasonably
14 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
15 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
16 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
17 352 (Cal. App. 2d 1968). Requests were over broad because they used
18 language so broad that it was impossible to determine what amongst
19 numerous documents fell within the scope of the requests. Krause v.
20 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
21 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
22 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
23 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
24 unduly burdensome on its face if it uses an omnibus term such as 'relating
25 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
26 range of documents or information. Id.

27 Additionally, the question invades Defendant's right of privacy, is
28 impermissibly overbroad and, therefore, oppressive, burdensome, and

1 irrelevant to the subject matter of this action in that it seeks disclosure of
2 personal and private information. Nesbit v. Dep't of Pub. Safety, 283 F.
3 App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart, 467
4 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
5 interests may be a basis for restricting discovery)).

6 This request seeks private financial information that is not relevant to the
7 subject matter of this litigation, nor is it likely to lead to the discovery of
8 admissible evidence. The request is not limited to the Subject Property or
9 the allegations made in the Complaint and is therefore overbroad and
10 unduly burdensome.

11
12 REQUEST 8 seeks licenses held by INVESTPRO INVESTMENTS I, LLC.
13 The response is the rote objection.

14 REQUEST NO. 8:

15 Produce copies of any licenses held by you from August, 2015 through
16 January 31, 2019.

17 RESPONSE TO REQUEST NO. 8:

18 Objection, the question is overly broad and remote and, as such, is not
19 calculated to lead to the discovery of information relevant to the subject
20 matter of this action, nor to the discovery of admissible evidence. An overly
21 broad discovery request lacks specificity as to time, place, and/or subject
22 matter being requested. Discovery is sufficiently limited and specific in its
23 directive where compliance to its terms would not be unreasonably
24 burdensome. Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691, 695
25 (D. Nev. 1994) (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th
26 Cir. 1976)); CBS v. Super. Ct., 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348,
27 352 (Cal. App. 2d 1968). Requests were over broad because they used
28 language so broad that it was impossible to determine what amongst

1 numerous documents fell within the scope of the requests. Krause v.
2 Nevada Mut. Ins. Co., No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D.
3 Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655
4 (D. Nev. July 21, 2014) (citing Dauska v. Green Bay Packaging Inc., 291
5 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and
6 unduly burdensome on its face if it uses an omnibus term such as 'relating
7 to,' 'pertaining to,' or 'concerning' to modify a general category or broad
8 range of documents or information. Id.

9 Additionally, the question invades Defendant's right of privacy, is
10 impermissibly overbroad and, therefore, oppressive, burdensome, and
11 irrelevant to the subject matter of this action in that it seeks disclosure of
12 personal and private information. Nesbit v. Dep't of Pub. Safety, 283 F.
13 App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart, 467
14 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy
15 interests may be a basis for restricting discovery)).

16 This request seeks private financial information that is not relevant to the
17 subject matter of this litigation, nor is it likely to lead to the discovery of
18 admissible evidence. The request is not limited to the Subject Property or
19 the allegations made in the Complaint and is therefore overbroad and
20 unduly burdensome.

21
22 REQUEST 9 seeks documents between INVESTPRO INVESTMENTS I,
23 LLC and MAN CHAU CHENG from when the Subject Property was purchased by
24 TKNR through January, 2019. The response is simply to refer to the response to
25 Request 2, the rote objection.
26
27
28

1 REQUEST NO. 9:

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

6 RESPONSE TO REQUEST NO. 9:

7 See Response to Request No. 2.

8
9 REQUEST 10 seeks documents between INVESTPRO INVESTMENTS I,
10 LLC and JOYCE A. NICKRANDT from when the Subject Property was purchased
11 by TKNR through January, 2019. The response is simply to refer to the
12 response to Request 2, the rote objection.

13 REQUEST NO. 10:

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

18 RESPONSE TO REQUEST NO. 10:

19 See Response to Request No. 2.

20
21
22 REQUEST 11 seeks documents between INVESTPRO INVESTMENTS I,
23 LLC and TKNR from when the Subject Property was purchased by TKNR through
24 January, 2019. The response is simply to refer to the response to Request 2,
25 the rote objection.

26 REQUEST NO. 11:

27 Produce all documents of any description whatsoever including, but not
28 limited to, communications, contracts, agreements, instructions, payments,

1 checks, invoices, etc between yourself and TKNR, INC. from August, 2015
2 through January 31, 2019.

3 RESPONSE TO REQUEST NO. 11:

4 See Response to Request No. 2.

5
6 Request 12 seeks documents between INVESTPRO INVESTMENTS I,
7 LLC and CHI WONG from when the Subject Property was purchased by TKNR
8 through January, 2019. The response is simply to refer to the response to
9 Request 2, the rote objection.

10 REQUEST NO. 12:

11 Produce all documents of any description whatsoever including, but not
12 limited to, communications, contracts, agreements, instructions, payments,
13 checks, invoices etc between yourself and CHI ON WONG aka CHI KUEN
14 WONG from August, 2015 through January 31, 201.

15 RESPONSE TO REQUEST NO. 12:

16 See Response to Request No. 2. Defendant reserves the right to amend and
17 supplement the following responses as provided in NRCP 26(e).

18
19
20 G INVESTPRO INVESTMENTS I, LLC

21 Exhibit 9 INVESTPRO INVESTMENTS I, LLC - Interrogatories.

22 REQUESTS 1 through 3 inquired about INVESTPRO INVESTMENTS I,
23 LLC's connection with the INVESTPRO INVESTMENTS FOUNDATION, the
24 Flipping Fund and INVESTPRO MANAGER LLC. Requests 1 through 3 were
25 responded to with the rote objections.

26 INTERROGATORY NO. 1:

27 Describe in detail what your connection was with INVESTPRO
28 INVESTMENTS FOUNDATION from August 15, 2015 through January 31,

1 2019.

2 RESPONSE TO INTERROGATORY NO. 1:

3 Objection, the term "INVESTPRO INVESTMENTS FOUNDATION" is not
4 defined and requires Defendant to speculate as to its meaning, which is
5 improper. As such, Defendant is unable to provide a response to the request
6 as written. To the extent that the request is clear, this request seeks
7 information irrelevant to the subject matter of this action and not reasonably
8 calculated to lead to the discovery of admissible evidence. See
9 Oppenheimer Fund, Inc. v. Sanders, 437 U.S. 340, 352, 98 S. Ct. 2380,
10 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd. of School Trustees v.
11 Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v. Super. Ct., 208 Cal. App.
12 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

13 INTERROGATORY NO. 2:

14 Describe in detail what your connection was with Flipping Fund from August,
15 2015 through January 31, 2019.

16 RESPONSE TO INTERROGATORY NO. 2:

17 Objection, this request seeks information irrelevant to the subject matter of
18 this action and not reasonably calculated to lead to the discovery of
19 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
20 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
21 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
22 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
23 App.1962).

24 INTERROGATORY NO. 3:

25 Describe in detail what your connection or relationship was with
26 INVESTPRO MANAGER LLC from August, 2015 through January 31, 2019.

27 RESPONSE TO INTERROGATORY NO. 3:
28

1 Objection, this request seeks information irrelevant to the subject matter of
2 this action and not reasonably calculated to lead to the discovery of
3 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
4 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
5 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
6 Super. Ct., 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.
7 App.1962).

8
9 REQUESTS 4 and 5 seek information about the dissolution of INVESTPRO
10 INVESTMENTS I, LLC. The responses are is the rote objection. Plaintiff has a
11 cause of action for fraudulent conveyance based on TKNR selling the Subject
12 Property to WLAB in December, 2017 and then dissolving September, 2018, with
13 the intent to defraud WLAB. [Exhibit 1, ¶ 35 - 36] Requests 4 and 5 directly
14 relate to information about that.

15 INTERROGATORY NO. 4 :

16 Identify in detail the assets and the amount of assets that were distributed
17 when you dissolved.

18 RESPONSE TO INTERROGATORY NO. 4 (Erroneously labeled as
19 Interrogatory No. 3):

20 Objection, this question is overly broad and remote and, as such, is not
21 calculated to lead to the discovery of information relevant to the subject
22 matter of this action, nor to the discovery of admissible evidence. Discovery
23 is sufficiently limited and specific in its directive where compliance to its
24 terms would not be unreasonably burdensome. See Diamond State Ins. Co.
25 v. Rebel Oil Co., 157 F.R.D. 691,695 (D. Nev. 1994) (citing United States v.
26 Palmer, 536 F.2d 1278, 1282 (9th Cir. 1976). Additionally, the question
27 invades Defendant's right of privacy, is impermissibly overbroad and,
28 therefore, oppressive, burdensome, and irrelevant to the subject matter of

1 this action in that it seeks disclosure of personal and private information.
2 See Nesbit v. Dep't of Pub. Safety, 283 F. App'x 531, 533 (9th Cir. 2008)
3 (citing Seattle Times Co. v. Rhinehart, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199,
4 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for
5 restricting discovery)). Defendant's financial information is private and not
6 relevant to the subject matter of this litigation and cannot be had for the
7 mere asking. Specifically, any division of assets upon Defendant's
8 dissolution is irrelevant to the claims and allegations in this matter.

9 INTERROGATORY NO. 5 :

10 Identify in detail what assets each person or entity received when you
11 dissolved.

12 RESPONSE TO INTERROGATORY NO. 5 (Erroneously labeled as
13 Interrogatory No. 4):

14 See Response to Interrogatory No. 4.

15
16 REQUEST 6 seeks information about INVESTPRO INVESTMENTS I, LLC's
17 source of revenue from when the Subject Property was purchased by TKNR
18 through January, 2019.

19 INTERROGATORY NO. 6

20 Identify all sources of your revenue from August, 2015 through January 31,
21 2019.

22 RESPONSE TO INTERROGATORY NO. 6 (Erroneously labeled as
23 Interrogatory No. 5):

24 Objection, this question is overly broad and remote and, as such, is not
25 calculated to lead to the discovery of information relevant to the subject
26 matter of this action, nor to the discovery
27
28

1 compliance to its terms would not be unreasonably burdensome. See
2 Diamond State Ins. Co. v. Rebel Oil Co., 157 F.R.D. 691,695 (D. Nev. 1994)
3 (citing United States v. Palmer, 536 F.2d 1278, 1282 (9th Cir. 1976).
4 Additionally, the question invades Defendant's right of privacy, is
5 impermissibly overbroad and, therefore, oppressive, burdensome, and
6 irrelevant to the subject matter of this action in that it seeks disclosure of
7 personal and private information. See Nesbit v. Dep't of Pub. Safety, 283 F.
8 App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart,
9 467U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that
10 privacy interests may be a basis for restricting discovery)). . Defendant's
11 financial information is private and not relevant to the subject matter of this
12 litigation. Moreover, the scope of the request is not reasonably limited to the
13 subject matter of this litigation as it requests any compensation or payment
14 throughout a three-year span without limitation to the profit allegedly earned
15 as a result of the allegations made in the complaint.
16

17 Request 7 seeks witnesses known to INVESTPRO INVESTMENTS I, LLC
18 and it objected, but referred to the NRCP 16.1 disclosures.

19 INTERROGATORY NO. 7 (Erroneously labeled as Interrogatory No. 6):
20 Set forth the complete name, address, and telephone number of all your
21 agents, employees, and/or subcontractors who have reviewed, read,
22 researched, and/or investigated any and all documents prepared and/or
23 maintained which in any manner relates to the facts and allegations
24 contained in the Amended Complaint filed herein.

25 RESPONSE TO INTERROGATORY NO. 7 (Erroneously labeled as
26 Interrogatory No. 6:

27 Objection, a request seeking "all facts" and "all information related to each
28 and every allegation" is facially burdensome. In re MGM Mirage Sec. Litig.,

1 No. 2:09-CV-1558-GMN, 2014 WL 6675732, at *5 (D. Nev. Nov. 25, 2014);
2 Wynn Las Vegas v. Zoggolis, No. 14-cv- 157- MMD-VCF, 2014 WL
3 2772241, at *3 (D. Nev. June 17, 2014) (Ferenbach, M.J.); Switch
4 Commc'ns Grp. v. Ballard, No. 2:11-CV-00285-KJD, 2011 WL 3957434, at
5 *8 (D. Nev. Sept. 7, 2011) (quoting Steil v. Humana Kansas City, Inc., 1197
6 F.R.D. 445, 447 (D. Kan. 2000) "Steal [SIC] states that an interrogatory may
7 reasonably ask for the material or principal facts which support a party's
8 contentions. "However, 'to require specifically 'each and every' fact and
9 application of law to fact ... would too often require a laborious,
10 time-consuming analysis," "All-encompassing interrogatories which require
11 the plaintiff to provide a detailed narrative of its entire case, including the
12 identity every witness and document that supports each described fact.
13 Courts have held that such "blockbuster" interrogatories are unduly
14 burdensome on their face. See e.g. Hilt v. SFC, Inc., 170 F.R.D. 182,
15 186-87 (D. Kan. 1997) and Grynberg v. Total S.A., 2006 WL 1186836, *6-7
16 (D. Colo. 2006)." F.T.C. v. Ivy Capital, Inc., No. 2:11-CV-00283-JCM, 2012
17 WL 1883507, at *9 (D. Nev. May 22, 2012).

18 The requested information is unduly burdensome and not likely to lead to
19 discovery of admissible evidence. Additionally, the request is overly
20 duplicative as all individuals known to have knowledge to the facts and
21 circumstances alleged in the complaint have been previously disclosed.
22 Without waiving the foregoing objections, see Defendants Initial list of
23 Witnesses and Documents pursuant to NRCP 16.1, and all supplements
24 thereto.

25
26 REQUEST 9 simply asks INVESTPRO INVESTMENTS I, LLC to identify
27 itself and it's owners. The response is the rote objection.

28 INTERROGATORY NO. 9 (Erroneously labeled as Interrogatory No. 8):

Please identify yourself, including your separate business addresses and phone numbers and the names, addresses and phone numbers of all partners, shareholders, officers, directors, or other owners and managers.

RESPONSE TO INTERROGATORY NO. 9 (Erroneously labeled as Interrogatory No. 8):

Objection, this request is oppressive and burdensome as it requests information equally available to all parties. Specifically, Defendant was a limited liability company duly licensed in the State of Nevada and all requested information is equally accessible through Nevada Secretary' privacy, is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. See Nesbit v. Dep't of Pub. Safety, 283 F. App'x 531, 533 (9th Cir. 2008) (citing Seattle Times Co. v. Rhinehart, 467U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)). Without waiving the foregoing, Defendant is a dissolved company and therefore does not have business address, phone numbers, etc.

REQUEST 10 seeks what inquiry INVESTPRO INVESTMENTS I, LLC did before answering the interrogatory, and it objected, but answered that it had reviewed pleadings, documents and disclosures.

REQUEST 11 seeks the identity of who prepared the responses for INVESTPRO INVESTMENTS I, LLC did before answering the interrogatory, and it objected,

INTERROGATORY NO. 11 (Erroneously labeled as Interrogatory No. 10):
Identify the person or persons or entities who participated or were involved in any way with in the creation, design and publication of Exhibit 1.

1 RESPONSE TO INTERROGATORY NO. 11 (Erroneously labeled as
2 Interrogatory No. 10):

3 Objection, this request seeks information irrelevant to the subject matter of
4 this action and not reasonably calculated to lead to the discovery of
5 admissible evidence. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S.
6 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd.
7 of School Trustees v. Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v.
8 Super. Ct.,

9
10 REQUEST 12 seeks licenses held by INVESTPRO INVESTMENTS I, LLC.
11 The response is the rote objection.

12 INTERROGATORY NO. 12 :

13 Identify all licenses you had from August, 2015 through January 31, 2019.

14 RESPONSE TO INTERROGATORY NO. 12 : Objection, this request seeks
15 information irrelevant to the subject matter of this action and not reasonably
16 calculated to lead to the discovery of admissible evidence. See
17 Oppenheimer Fund, Inc. v. Sanders, 437 U.S. 340, 352, 98 S. Ct. 2380,
18 2390, 57 L.Ed. 2d 253(1978); Washoe County Bd. of School Trustees v.
19 Pirhala, 84 Nev. 1, 435 P.2d 756(1968); Darbee v. Super. Ct., 208 Cal. App.
20 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962).

21
22 REQUEST 13 seeks the agents, employees and/or subcontractors of
23 INVESTPRO INVESTMENTS I, LLC from when the Subject Property was
24 purchased by TKNR through January, 2019. The response is referral to the
25 response to Interrogatory 7, the referral to the NRCP 16.1 disclosures.

26 INTERROGATORY NO. 13 :

27 Set forth the complete name, address, and telephone number of all your
28

1 agents, employees, and/or subcontractors from August, 2015 through
2 January 31, 2019.

3 RESPONSE TO INTERROGATORY NO. 13 (Erroneously labeled as
4 Interrogatory No. 12):

5 See Response to Interrogatory No.7 (Erroneously labeled as Interrogatory
6 No. 6) Defendant reserves the right to amend and supplement the following
7 responses as provided in NRCP 26(e).

8
9 INTERROGATORIES ARE NOT SIGNED BY A PARTY

10
11 NRCP 33(B)(3) states Answering Each Interrogatory. Each interrogatory
12 must be set out, and, to the extent it is not objected to, be answered separately
13 and fully in writing under oath.

14 Neither interrogatory response [Exhibit 6 and Exhibit 9] was signed.

15
16
17 CONCLUSION

18
19 WLAB seeks an order waiving Defendants' objections to the subject
20 discovery and compelling Defendants to respond to the subject discovery in full
21 and forthwith. WLAB has now be stalled in it's discovery as it may want to take
22 relevant depositions, but not until Defendants have responded to the written
23 discovery requests.

24 The attitude of defense counsel regarding the meet and confer telephone
25 call, with the controlling statements about who can talk when, and refusing to
26 address the legitimate issues raised, then concluding with hanging up the phone,
27 illustrates that Defendants are playing games and intentionally delaying the case
28 and increasing WLAB's costs. WLAB should be awarded it's costs for having to

1 address this matter by motion.

3 /s/ Benjamin B. Childs, Sr.

4 BENJAMIN B. CHILDS, Sr.ESQ.
5 NEVADA BAR # 3946
6 Attorney for Plaintiff/Counterdefendant

8 CERTIFICATE OF SERVICE

10 This RENEWED MOTION TO COMPEL DISCOVERY AND FOR
11 IMPOSITION OF SANCTIONS, with Exhibits, was served through the Odyssey
12 File and Serve system to opposing counsel at filing. Electronic service is in lieu of
13 mailing.

15 /s/ Benjamin B. Childs, Sr.

16 BENJAMIN B. CHILDS, Sr.ESQ.
17 NEVADA BAR # 3946

19 Exhibits

20 Exhibit 1 Second Amended Complaint
21 Exhibit 2 Subject Discovery Requests [1st page to evidence date of service]
22 Exhibit 3 TKNR - Request for Production of Documents
23 Exhibit 4 CHI WONG - Request for Production of Documents
24 Exhibit 5 INVESTPRO LLC - Request for Production of Documents
25 Exhibit 6 MAN CHAU CHENG - Interrogatories
26 Exhibit 7 INVESTPRO MANAGER LLC- Second Request for Production of
27 Documents
28 Exhibit 8 INVESTPRO INVESTMENTS I, LLC - Request for Production of
Documents
Exhibit 9 INVESTPRO INVESTMENTS I, LLC - Interrogatories
Exhibit 10 Email from Helen Chen and the purchase agreement
Exhibit 11 5 pages of invoices for repair of Subject Property between August,
2015 and December, 2017
Exhibit 12 TKNR Response to First Set of Interrogatories
Exhibit 13 Flipping Fund promotional material

Declaration of Benjamin Childs in support of Motion to Compel Discovery

I am the attorney for Plaintiff WLAB INVESTMENT, LLC in Case # A-18-785917-C.

In good faith I conferred or attempted to confer with opposing in an effort to obtain it without court action.

On January 4, 2021 I emailed opposing counsel, Mike Lee, about the objections being waived for the late discovery responses which were received on December 29, 2020 and attached a copy of the discovery responses at issue. The body of the email is set forth below and the email is attached to this declaration.

Good morning,

I hope your holiday was enjoyable. Back to work now.

The responses to the following written discovery requests to your clients were late and objections have been waived. Please respond to the written discovery requests in full. For your convenience, the written discovery requests are attached.

The discovery was served on 11/26/2020.

Responses were received 12/29/2020. Despite having an extra two days due to the holiday, responses were late. 30 days after 11/26 was a holiday, and the next business day was 12/28/2020.

Thus, the objections are waived. Pursuant to NRCP 33(b)(4), the objection itself (not the response) must be served within the 30-day period or it is waived [quoted below]

4) Objections. The grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely

objection is waived unless the court, for good cause, excuses the failure. The interrogating party may move for an order under Rule 37(a) with respect to any objection to or other failure to answer an interrogatory.

TKNR - Request for Production of Documents

CHI WONG - Request for Production of Documents

INVESTPRO LLC - Request for Production of Documents

MAN CHAU CHENG - Interrogatories

INVESTPRO MANAGER LLC- Request for Production of Documents

INVESTPRO INVESTMENTS I, LLC - Request for Production of Documents and Interrogatories

I will call today to fulfill the Meet and Confer requirement. Is there a specific time that is best for you?

Please acknowledge receipt of this email.

On January 5, 2021 at 1:30 PM I attended the meet and confer telephone conference between myself and Mr. Lee regarding outstanding discovery. At the request of Mr. Lee, I tried to go through each request to try to see if there could be some agreement to resolve the discovery issues. I started with the Response to Requests for Production for Investpro LLC. We got through Request 7 before Mr. Lee hung up the phone. Before hanging up, he stated that the prior procedural rules had 3 days for mailing allowance and there is not a basis for waiving the objection, and he'll file a counter motion for protective order. After multiple inquiries as to the basis for his request for a protective order, all I could get was that the entire basis for a protective order was that questions were not

relevant regarding the investment fund.

Throughout the call Mr. Lee was belittling and insulting, asking me if “this is common with family law attorneys”, dictating when to talk, refusing to give reasons supporting the refusal to provide documentation and saying “your client should have these documents”.

I did state that I would check with our expert, Mr. Sani, about adjusting his billing rate as Mr. Lee was requesting that.

Mr. Lee then hung up the phone.

Bottom line, Mr. Lee was unwilling to discuss complying with the discovery proffered to Defendants or changing his stance about the objections.

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

Executed on	January 6, 2021	/s/ Benjamin . Childs
	(date)	(signature)

Declaration of Frank Miao in support of Motion to Compel Discovery

On January 5, 2021 at 1:30 PM I attended the meet and confer conference between Mr. Childs and Mr. Lee regarding outstanding discovery. At the request of Mr. Lee, Mr. Childs tried to go through each request to try to see if there could be some agreement to resolve the discovery issues. Mr. Lee was belittling and insulting, asking Mr. Childs if "this is common with family law attorneys", dictating when to talk, refusing to get reasons supporting the refusal to provide documentation and saying "your client should have these documents".


Mr. Childs said he would check with our expert, Mr. Sani, about adjusting his billing rate.

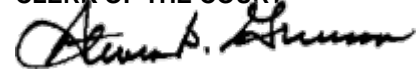
Mr. Lee then hung up the phone. The phone call lasted about 15 minutes.

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

Executed on

1/5/2021
(date)


(signature)



BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865
Fax 384-1119
ben@benchilds.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

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

Defendants/Counterclaimants

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

Hearing : February 23, 2021

PLAINTIFF'S REPLY TO OPPOSITION TO COUNTERMOTIONS

Following the Opposition which Plaintiff filed on December 29, 2020,
additional events have occurred which preclude the Court from granting
Defendants' motion, while supporting Plaintiff's Countermotions.

Plaintiff has three motions to compel set before the Discovery
Commissioner. These are set for hearing on three separate dates as follows :

On March 2, 2021 [PLAINTIFF'S MOTION TO COMPEL DISCOVERY
AND FOR IMPOSITION OF SANCTIONS re: TKNR - Request for Production of
Documents and CHI WONG - Request for Production of Documents and
INVESTPRO LLC - Request for Production of Documents].

On March 4, 2021 [PLAINTIFF'S MOTION TO COMPEL DISCOVERY
AND FOR IMPOSITION OF SANCTIONS re: INVESTPRO MANAGER LLC-

1 Second Request for Production of Documents and INVESTPRO INVESTMENTS
2 I, LLC - Request for Production of Documents].

3 On March 11, 2021 [PLAINTIFF'S MOTION TO COMPEL DISCOVERY
4 AND FOR IMPOSITION OF SANCTIONS re: MAN CHAU CHENG - Answers to
5 Interrogatories and INVESTPRO INVESTMENTS I, LLC - Answers to
6 Interrogatories].

7 Plaintiff references those filings evidencing the outstanding discovery which
8 has required Plaintiff to seek a motion to compel compliance.

9 Plaintiff has also been thwarted in it's attempt to schedule the deposition of
10 Defendant Wong, who claims that he's not available any time but weekends and
11 he needs a Cantonese interpreter. As to availability, the exclusive weekend
12 availability was sprung on Plaintiff after Plaintiff was forced to unilaterally notice
13 Mr. Wong's deposition. No dates were provided for his availability for deposition.
14 Mr. Wong's claim to need a Cantonese interpreter is highly suspect. [Exhibit 7]
15 On April 7, 2020 he stated under oath that he had read 22 pages of responses to
16 interrogatories on behalf of TKNR and that those 39 responses were "true and
17 correct of my own knowledge" without reference to any interpreter being required.
18 [Exhibit 6, 23:7] Mr. Wong now states that he requires and interpreter to
19 understand or answer questions in English. Which raises the question of how he,
20 as TKNR's CEO, entered into the sales contracts, completed the SRPD,
21 completed and signed all the escrow documents, the dissolution documents in
22 September, 2018 [Exhibit 8], or even signed the Grant, Bargain and Sale Deed
23 and Declaration of Value Form in December, 2017. [Exhibit 9]

24 The deposition of Defendant Kenny Lin is scheduled for March 1, 2021.
25 Mr. Lin is the key person on many levels in this case.

26 /s/ Benjamin B. Childs, Sr.

27 _____
28 BENJAMIN B. CHILDS, Sr.
29 Nevada Bar # 3946
30 Attorney for Plaintiff

31 Exhibits

32 7 February 16, 2021 email

8 TKNR corporate history, dissolution 09/21/2018

9 Grant, Bargain and Sale Deed and Declaration of Value Form in
December, 2017

1 CERTIFICATE OF ELECTRONIC SERVICE

2
3 This PLAINTIFF'S REPLY TO OPPOSITION TO COUNTERMOTIONS,
4 with attachments, was served through the Odessey File and Serve system.
5 Electronic service is in place of service by mailing.
6

7
8 /s/ Benjamin B. Childs, Sr.

9 _____
10 BENJAMIN B. CHILDS, Sr. ESQ.
11 NEVADA BAR # 3946
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EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

RE: WLAB v. Lin et al. - Depositions**mike@mblnv.com <mike@mblnv.com>**

Mon 2/15/2021 1:57 PM

To: Ben Childs <ben@benchilds.com>**Cc:** 'Michael Matthis' <matthis@mblnv.com>

Mr. Wong said that he is only available on the weekends for his deposition. Please let me know what date you are looking at and I will coordinate with him.

Please be advised that he asked for a Cantonese speaking translator.

CONFIDENTIAL. This e-mail message and the information it contains are intended to be privileged and confidential communications protected from disclosure. Any file(s) or attachment(s) transmitted with it are transmitted based on a reasonable expectation of privacy consistent with ABA Formal Opinion No. 99-413. Any disclosure, distribution, copying, or use of this information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. If you have received this e-mail message in error, please notify the sender by e-mail at mike@mblnv.com and permanently delete this message. Personal messages express only the view of the sender and are not attributable to Michael B. Lee, P.C. **IRS Circular 230 Disclosure:** To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

From: mike@mblnv.com <mike@mblnv.com>**Sent:** Friday, February 12, 2021 3:41 PM**To:** 'Ben Childs' <ben@benchilds.com>**Cc:** 'Michael Matthis' <matthis@mblnv.com>**Subject:** RE: WLAB v. Lin et al. - Depositions

Just heard from Wong. He is not available on March 1. Please let me know the other date ranges you are looking at.

CONFIDENTIAL. This e-mail message and the information it contains are intended to be privileged and confidential communications protected from disclosure. Any file(s) or attachment(s) transmitted with it are transmitted based on a reasonable expectation of privacy consistent with ABA Formal Opinion No. 99-413. Any disclosure, distribution, copying, or use of this information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. If you have received this e-mail message in error, please notify the sender by e-mail at mike@mblnv.com and permanently delete this message. Personal messages express only the view of the sender and are not attributable to Michael B. Lee, P.C. **IRS Circular 230 Disclosure:** To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

cricket

仅限紧急呼叫



58%






清晨6:44

the received dates of things currently being processed.

The data provided is not a complete or certified record of an entity. Not all images are available online.

C3808594 TKNR, INC.

Registration Date: 07/17/2015
Jurisdiction: CALIFORNIA
Entity Type: DOMESTIC STOCK
Status: DISSOLVED
Agent for Service of Process: CHI ON WONG
 428 CARBONIA AVE
 WALNUT CA 91789
Entity Address: 428 CARBONIA AVE
 WALNUT CA 91789
Entity Mailing Address: 428 CARBONIA AVE
 WALNUT CA 91789

Document Type	↕	File Date	↓	PDF
DISSOLUTION		09/21/2018		
SI-NO CHANGE		08/31/2017		
SI-COMPLETE		08/06/2015		

1122

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

Inst #: 20171215-0002824

Fees: \$40.00

RPTT: \$1020.00 Ex #:

12/15/2017 03:14:50 PM

Receipt #: 3274868

Requestor:

NATIONAL TITLE COMPANY

Recorded By: SAO Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN: 162-01-110-017
Escrow No: 17006699-003-LM1
R.P.T.T: \$1,020.00

Recording Requested By: National Title Co.
Mail Tax Statements To: *Same as below*
When Recorded Mail To:
WLAB INVESTMENT LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY
2300 SEWANEE LN
ARCADIA, CA 91007

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged, TKNR Inc, a California corporation

does hereby Grant, Bargain, Sell and Convey to WLAB INVESTMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

all that real property situated in the County of Clark, State of Nevada, described as follows:

For Legal Description, See Attached Exhibit "A", attached hereto and made a part hereof.

SUBJECT TO:

1. Taxes for fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

See page 2 for signature of Grantor(s) and Notary Acknowledgment

TKNR IN, a CALIFORNIA CORPORATION
TKNR Inc, a California Corporation


By: Chi On Wong, CEO

Chi On Wong, CEO

State of _____

}
} ss

County of _____

This instrument was acknowledged before me on _____

by: _____

Signature: _____

Notary Public

ASSISTANT'S COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

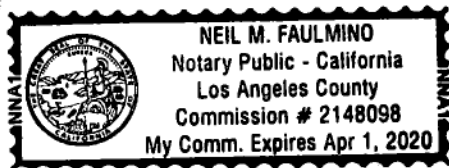
State of California

County of Los Angeles

On 12/13/17 before me, Neil M. Faulmino, notary public
Date Here Insert Name and Title of the Officer

personally appeared Chi On Wong
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Escrow No. 17006699-003-LM1

EXHIBIT "A"
Legal Description

Lot Nine (9) in Block Four (4) of JUBILEE TRACT, as shown by map thereof on file in Book 4 of Plats, Page 28, in the Office of the County recorder of Clark County, Nevada.

ASSESSOR'S COPY

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 162-01-110-017
b) _____
c) _____
d) _____

2. Type of Property:

a) ☐ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☒ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

**FOR RECORDERS OPTIONAL USE
ONLY**

Book _____ Page _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)
Transfer Tax Value
Real Property Transfer Tax Due:

\$200,000.00
\$ _____
\$200,000.00
\$1,020.00

4. If Exemption Claimed

a. Transfer Tax Exemption, per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity: Grantor

Signature _____ Capacity: Grantee

**(GRANTOR) INFORMATION
(REQUIRED)**

Print Name: TKNR Inc

Address: _____

428 CARBONIA AVE
WALNUT, CA 91789

**(GRANTEE) INFORMATION
(REQUIRED)**

Print Name: WLAB Investment, LLC

Address: _____

428 CARBONIA AVE
WALNUT, CA 91789

COMPANY/PERSON REQUESTING RECORDING (Required if not the Seller or Buyer)

Print Name: National Title Co./Lynnette Marujo

Escrow #: 17006699-LM1

Address: 8915 S. Pecos Road, Unit 20A, Henderson, NV 89074

City, State, ZIP Code

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED