

IN THE SUPREME COURT OF THE STATE OF NEVADA

W L A B INVESTMENT GROUP,
LLC,

Appellant,

v.

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

Respondents.

Supreme Court Case No: 82835
District Court Case No: A785917
Nov 18 2021 09:32 a.m.
Electronically Filed
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

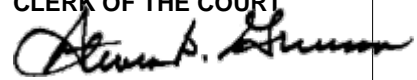
from the Eighth Judicial District Court, Clark County
The Honorable Adriana Escobar, District Judge
District Court Case No. A-18-785917-C

APPELLANT'S APPENDIX VOLUME VI

CHRONOLOGICAL INDEX

Document Name	Date Filed	Vol.	Page
Defendants' Opposition to Motion to Compel Discovery and for Imposition of Sanctions & Countermotion for a Protective Order and Other Relief (without Exhibits)	02/18/2021 <i>Motion for Protective Order Originally filed on 01/06/2021</i>	VI	1129-1158
Notice re: Defendants' Opposition to Plaintiff's Motions to Compel and Countermotion for Protective Order	02/24/2021	VI	1159-1161
Reply to Opposition to Plaintiff's Motion to Compel Discovery and for Imposition of Sanctions re: Investpro Manager LLC – Second Request for Production of Documents and Investpro Investments I, LLC – Request for Production of Documents and Opposition to Countermotion for Protective Order and Other Relief	02/24/2021	VI	1162-1179
Supplement to Plaintiff's Reply to Opposition to Countermotions	03/04/2021	VI	1180-1209
Order Granting Defendants' Motion for Summary Judgment, or in the Alternative, Partial Summary Judgment	03/30/2021	VI	1210-1253
Affidavit in Support of Attorney's Fees for Order Granting Defendants Motion for Summary	04/06/2021	VI	1254-1366

Judgment, or in the Alternative, Partial Summary Judgment			
--	--	--	--



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

DEFENDANTS' OPPOSITION TO
PLAINTIFF'S RENEWED MOTION TO
COMPEL DISCOVERY AND FOR
IMPOSITION OF SANCTIONS
&
COUNTERMOTION FOR A
PROTECTIVE ORDER AND OTHER
RELIEF

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

counsel of record, Michael B. Lee, P.C., hereby files this Opposition (“Opposition”) to Plaintiff’s Renewed Motion to Compel Discovery and for Imposition of Other Sanctions (“Motion”) Motion for a Protective Order and Other Relief (“Countermotion”). This Opposition and Countermotion is made on the following Memorandum of Points and Authorities, any affidavits, declarations or exhibits attached hereto, and any oral arguments accepted at the time of the hearing of this matter. Plaintiff W L A B INVESTMENT, LLC is hereinafter referred to as “Plaintiff” or “WLAB”.

DECLARATION OF MICHAEL LEE IN SUPPORT OF THE OPPOSITION

I, Michael Lee, hereby declare the following under penalty of perjury of the laws of the State of Nevada:

1. I am an attorney with MICHAEL B. LEE, P.C., licensed to practice law in the State of Nevada.

2. I have personal knowledge of, and am competent to testify to, the facts contained in this declaration. I have made this Declaration in Support of Defendants’ Motion for a Protective Order and Other Relief. Specifically, this declaration details compliance with the Eighth Judicial District Court Rule 2.34(d).

3. On November 26, 2020, Plaintiff submitted discovery requests to Cheng, attached as **Exhibit A**, Investments, attached as **Exhibit B and C**, Realty, attached as **Exhibit D**, Wong, attached as **Exhibit E**, Manager, attached as **Exhibit F**, and TKNR, attached as **Exhibit G**.

4. Based on my understanding of the service rules, I added three days for mailing related to the response date. During the 2.34(d) conference with Plaintiff’s attorney, Benjamin Childs, Esq. (“Childs”), on January 5, 2021, I informed him of the same. Additionally, I specified that if there was any error, it was a harmless error as the requests related to the “Flipping Fund” were irrelevant given that his client had independently found the listing for the Property, defined below, through Zillow. Declaration of Frank Miao attached as **Exhibit H** (“I found the property listed on Zillow.”).

5. On December 29, 2020, Defendants submitted their responses to Plaintiff’s discovery requests (collectively, “Responses”). Cheng Response attached as **Exhibit I**;

Investments Response attached as **Exhibit J and K**; Realty Response attached as **Exhibit L**; Wong Response attached as **Exhibit M**; Manager Response attached as **Exhibit N**; TKNR Response attached as **Exhibit O**.

6. During the 2.34(d) phone call on January 5, 2020, I discussed the following issues with Mr. Childs: (1) the Responses; and (2) Plaintiff's expert's billing rate.

7. Previously, I had noted the issue related to the site inspection of the Property, **Exhibit P**, which Defendants based on Plaintiff's proffered date so it could evict the tenants. Lee-Childs email dated October 26, 2020 attached as **Exhibit Q**. On the date of the Inspection, Plaintiff's failed to make two units available for inspection, but refused to pay the cost related to any additional inspection that had to be done by Defendants' counsel and expert. Lee-Childs email chain dated November 19, 2020 attached as **Exhibit R**. As Plaintiff indicated that it would refuse to pay the costs related to the additional inspections, no additional meet-and-confer was necessary. *Id.*

8. As to Plaintiff's expert's billing rate, Mr. Childs confirmed that his expert has never acted as an expert before. He said that he would ask his expert to reduce his fees to match the billing rates for Defense expert. This issue is subject to resolution.

9. As to the Responses, Mr. Childs' position is that the objections were waived. I disagreed and specified it was based on my understanding of the prior rules related to additional days for mailing. I also specified that the information sought was not relevant since his client did not have any interaction with the Flipping Fund. Mr. Childs constantly interrupted, raised his voice, used antagonistic tone of voice, etc., which made the discussion extremely difficult.

10. Mr. Childs then asked to go through each of the requests individually, which I attempted to do so before personality conflicts made it impossible to communicate with him. That said, we were able to discuss Exhibit L before Mr. Childs became extremely antagonistic and made it impossible for the conversation to continue.

11. As to Exhibit L, Mr. Childs and I discussed that his client should have possession of some of the documentation that he requested, which it has not disclosed, since it was in ownership of the Property during the requested period of time and/or should have obtained it

1 during its due diligence of the Property. Nevertheless, I said I would be happy to go back to my
2 client and request additional documentation if he could pinpoint the deficiency of a response so
3 that I could attempt to resolve it. As Plaintiff has not identified any alleged discovery issue other
4 than the waiver of the objections, Defendants have not meaningfully communicated about the
5 alleged deficiencies with their discovery response other than specified herein.

6 12. Thereafter, Mr. Childs indicated that while we had pinpointed actual documents,
7 which he seemed unaware of at the time when we did the discovery conference, his issue was
8 that we had made objections despite responding to the request. I also specified that, even with
9 the Objections in place, we had largely responded to the discovery requests and indicated the
10 bates for the responsive documents. Fifth Supplemental Disclosure (without documents)
11 attached as **Exhibit T**; Exs. I-O.

12 13. When I pressed Mr. Childs what his remedy would be given that we had
13 responded to the discovery request and pinpointed the documents, and what he would argue to
14 the discovery commissioner related to the Responses that we had discussed so far when we
15 disclosed the documents, he became extremely aggravated and hostile, which made any
16 additional communication impossible. Thereafter, the remainder of the conversation was
17 unproductive and unprofessional, so I terminated the call.

18 14. Presently, Defendants have a motion pending for Summary Judgment that
19 illustrates the frivolous nature of Plaintiff's action, Motion attached (brief only) as **Exhibit U**,
20 which is set for hearing on January 28, 2021.

21 15. Based on my phone call with Plaintiff's counsel, we were unable to reach an
22 accord on the alleged discovery issue beyond Plaintiff's complaint that we had waived the
23 Objections based on Mr. Childs' lack of preparation to discuss the individual responses in light
24 of the responses by Defendants that pinpointed the responsive documents. Additionally, Mr.
25 Childs acknowledged that his client should have possession of the requested documentation that
26 it had not disclosed, which also undercut the alleged discovery dispute issue.

27 16. Incredibly, Plaintiffs' counsel has engaged in the same conduct he is complaining
28 of in the Motion. See Feb. 17, 2021 Lee/Childs Email attached as **Exhibit DD**. Plaintiff's

Responses' to TKNR's Second Set of RPD were served on February 16, 2021, five (5) days after the deadline for Plaintiffs' responses. *Id.* However, despite being late, the responses included objections, some of which were the same kind and nature as the objections brought by Defendants, which are the subject of the Motion. *Id.* Defendants mention this to show the duplicity of Plaintiff's actions and the lack of reasonable basis for the Motion.

17. I declare under penalty of perjury under the laws of the State of Nevada, that the foregoing is true and correct, on this 18 day of February, 2021.

/s/ Michael Lee
Michael Lee, Declarant

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

A. Overview

The Motion should be denied for lack of legal or factual basis. Defendants have disclosed 512 documents in this matter through five disclosures. As to Plaintiff's requests, on their face, they are overly broad and irrelevant to the subject matter of this litigation. Moreover, the Motion seeks to compel documents that are already in Plaintiff's possession and/or have already been produced by Defendants in response to Plaintiff's previous discovery requests.

Plaintiff's only argument is that the objections made by Defendants are waived. However, Plaintiff ignores the responses made by Defendants following the objections. Plaintiff failed to articulate any basis for the discovery outside the alleged waiver of objections, which is rather trivial considering the filing was untimely by two days and attributable to excusable neglect. Incredibly, Defendants had previously granted Plaintiff's request for extension to respond to discovery only a month prior, thus illustrating the lack of merit of this argument. Moreover, Plaintiff has engaged in the exact same conduct at issue the Motion, i.e., Plaintiff has served late responses, including similar objections to those made in Defendants' Responses currently at issue. See Ex. DD.

Additionally, Plaintiff should be barred from requesting sanctions from Defendants considering the bad faith in which Plaintiff has conducted itself throughout the discovery

1 process. Plaintiff has made duplicative requests to harass Defendants. Plaintiff has requested
2 information that has already been provided by Defendants and/or is in the possession of Plaintiff.
3 Plaintiff has withheld documents in this litigation and engaged in gamesmanship in relation to
4 designating a PMK. The requests themselves were likely brought to harass Defendants as the
5 requests on their face are overbroad, irrelevant, and subject to privacy concerns. Notably,
6 Defendant had previously opposed extending discovery and indicated it would rely on the
7 documents already in the record to make its case. Plaintiff also failed to make the complete
8 property available for inspection, exemplifying additional grounds for bad faith by Plaintiff.

9 Ultimately, a protective order is necessary to prevent Plaintiff from engaging in
10 harassment of Defendants through irrelevant discovery requests unlikely to lead to admissible /
11 relevant evidence and only brought for the purpose of increasing Defendants' legal costs.
12 Plaintiff failed to conduct a meaningful 2.34 conference. Plaintiff's counsel has admitted that
13 several of the disputed documents should be in the possession of Plaintiff, although Plaintiff had
14 not disclosed any of them, and seemed to only be concerned with the argument that Defendants
15 waived their objections. Here, the majority of the requested information was either already
16 responded to, in Plaintiff's possession, or is clearly irrelevant. As such, the Motion should be
17 denied, and the Countermotion should be granted.

18 **B. Statement of Facts**

19 The following facts are taken from the Motion for Summary Judgment, which is attached
20 as Exhibit S.

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

23 The Property (defining as 2132 Houston Drive, Las Vegas, NV 89104) was originally
24 constructed in 1954. MLS Listing. On or about August 11, 2017, Marie Zhu ("Zhu"), the
25 original purchaser, executed a residential purchase agreement ("RPA") for the Property.
26 Residential Purchase Agreement. At all times relevant, Ms. Zhu and Frank Miao ("Miao"), the
27 managing member of Plaintiff, were sophisticated buyers related to "property management,
28 property acquisition, and property maintenance." ROG Response (excerpt) at 3:3-4. The

1 purchase price for the property was \$200,000. *Id.* Through the RPA, Ms. Zhu waived her due
2 diligence, although she had a right to conduct inspections:

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

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

8 Ms. Zhu did not cancel the contract related to any issues with the Property. *Id.* Under
9 Paragraph 7(C) of the RPA, Ms. Zhu waived the Due Diligence condition. *Id.* Under Paragraph
10 7(D) of the RPA, it provided:

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

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

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

24 On August 2, 2017, TKNR submitted its Seller Disclosures timely indicating all known
25 conditions of the Subject Property. Plaintiff's Disclosure. In fact, TKNR disclosed that "3 units
26 has (sic) brand new AC installed within 3 months," and further that the "owner never resided in
27 the property and never visited the property." *Id.* at Page 38. Plaintiff was also aware that the
28 minor renovations, such as painting, was conducted by the Seller's "handyman" as disclosed in

1 the Seller's Disclosures. *Id.* Seller also disclosed that it had done construction, modification,
2 alterations, or repairs without permits. *Id.* at 37. Despite these disclosures, Plaintiff chose not to
3 have a professional inspect the Subject Property, request additional information and/or conduct
4 any reasonable inquiries. *Id.*

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

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

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

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

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

16 Thank you!

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

19 *Id.* (emphasis added).

20 On the same day, Ms. Zhu and TKNR agreed to Addendum No. 1 to cancel the RPA
21 dated August 11, 2017, Addendum No. 1, and entered into a new Residential Purchase
22 Agreement dated September 5, 2017 ("2nd RPA"). 2nd RPA. As before, the overall purchase
23 price for the Property was \$200,000, but Ms. Zhu changed the contingency for the loan to
24 \$150,000 with earnest money deposit of \$500 and a balance of \$49,500 owed at the close of
25 escrow ("COE" or "Closing"). *Id.* at DEF4000355. The COE was set for September 22, 2017.
26 *Id.* at DEF4000357 at ¶ 5C.

27 Notably, although Ms. Zhu had not initialed the "Failure to Cancel or Resolve
28 Objections" provision in the RPA, she initialed the corresponding provision in the 2nd RPA. This
was consistent with Ms. Zhu's instructions to Ms. Chen. Ex. D. This is the second time that Ms.
Zhu waived inspections for the Property despite the language in the 2nd RPA that strongly
advised to get an inspection done.

1 As noted, Ms. Zhu waived any inspections related to the purchase of the Property in the
2 2nd RPA. *Id.* at DEF4000357 at ¶ 7. Although Ms. Zhu had actual knowledge of the Seller's
3 Disclosures, Ex. C, from August 11, 2017, and the Parties agreed to extend the COE to January
4 5, 2018, Ex. F at Addendum 1 at DEF4000365, Ms. Zhu still never did any professional
5 inspections. Instead, she put down an additional \$60,000 as a non-refundable deposit to the
6 TNKR. *Id.* Moreover, she also agreed to pay rent in the amount of \$650 per month for one of
7 the units, and to also pay the property manager \$800 for the tenant placement fee. *Id.* Through
8 Addendum 2 to the 2nd RPA, Ms. Zhu later changed the purchaser to Plaintiff. *Id.*

9 3. *No Reliance on Broker Agents*

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

19 4. *Inspection Would Have Revealed Alleged Conditions*

20 On November 17, 2020, Defendants' expert, Neil D. Opfer, an Associate Professor of
21 Construction Management at UNLV and qualified expert, conducted an inspection of the
22 Property. Opfer Report. At that time, while he only had interior access to one of the three units
23 due to the failure of Plaintiff to accommodate the request for the inspection, he did a visual
24 inspection of all the areas specified in Plaintiff's expert's report. *Id.* Moreover, he also found
25 pictures of the Property from 2017 that depicted the condition of the Property prior to August 11,
26 2017. *Id.* at DEF5000368. While Professor Opfer illustrated the dubious findings by Plaintiff's
27 expert with citations showing the actual misstatements of the building code requirements as it
28 relates to permits, he noted that TNKR did disclose that it did the work without permits through

1 its disclosures. *Id.*

2 As to the alleged issues, Professor Opfer noted that the alleged conditions identified by
3 Plaintiff's alleged expert were open and obvious:

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

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

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

16 *Id.* Moreover, he also noted that Plaintiff's alleged expert did "not recognize prior conditions in
17 existence before any work took place by the Defendants." *Id.*

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

- 20 1. the photographs from 2017 showed extensive cracking to
21 the stucco and slab to the Property prior to any work by
22 Defendants and/or the licensed contractor it hired to install
23 the HVAC. *Id.*
- 24 2. the alleged attic issues could have been inspected at the
25 time of the purchase. *Id.*
- 26 3. "any deficient electrical work related to this 220-volt
27 service situation could have been readily ascertained by an
28 inspection at the time of purchase by the Plaintiff". *Id.*
- 29 4. the alleged HVAC issues were open and obvious. *Id.*
- 30 5. "the conditions complained about as to venting and ducting
were present at the Property prior to Defendants owning the
Property". *Id.*
- 31 6. Plaintiff could have conducted an online search related to
the permits or lack of permits for the Property. *Id.*
- 32 7. The basis of the Sani Estimate is nonsensical in the first
place and there is nothing seen from this Sani Report that
was not present at the time of sale of the Triplex Property.

There were cracks in the stucco system and concrete slab system existing in 2017. Roof venting/duct venting had not been changed by Defendants and was existing in 2017 and could have been inspected by Plaintiff. *Id.*

8. Any deficiencies with this electrical installation were open, obvious and could have been inspected prior to purchase as with all other items with this Triplex Property. Any cracks such as wall or floor cracks subsequent to the purchase would obviously be new but again this occurs even on new homes across the Las Vegas Valley and elsewhere. *Id.*

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

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

Id.

II. DISCUSSION

The following Discussion is organized into five Parts. Part A sets forth the standard for a protection order. Part B illustrates that Defendants did not waive their objections. Part C explains the factual / legal basis and the applicable discovery requests from Plaintiff that are subject to protection. Part D articulates that Plaintiff's bad faith conduct in conducting discovery in this matter bars any recovery of sanctions. Part E specifies why Plaintiff should have to pay for the cost of the Inspection as a sanction. Finally, Part F requests to set a reasonable fee for Plaintiff's first-time construction expert.

A. Legal Standards

1. Motion to Compel

Any party may serve upon any other party written interrogatories to be answered by the party served. NEV. R. CIV. PRO. § 33(a). An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12,

19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Additionally, courts will limit temporally over broad requests. *Aevoe Corp. v. AE Tech Co.*, No. 2:12-CV-00053-GMN, 2013 WL 5324787, at *2 (D. Nev. Sept. 20, 2013); *Painters Joint Comm. v. J.L. Wallco, Inc.*, No. 2:10-CV-1385 JCM PAL, 2011 WL 5854714, at *2 (D. Nev. Nov. 21, 2011); See *First Interstate Bank of Oregon v. Natl. Bank and Trust Co. of Norwich*, 127 F.R.D. 186, 188 (D. Or. 1989) (limiting time frame requested in interrogatories to dates of incident in question, rather than 10-year scope originally propounded in the interrogatory).

Moreover, courts will limit discovery that seeks disclosure of personal and private information because it would invade the responding party's right of privacy. *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)). Under Nevada Rules of Civil Procedure 37(a)(2), a party may move for an order compelling disclosures. Prior to filing such a motion, the movant must certify that it has in good faith conferred or attempted to confer with the party not making the disclosure in an effort to secure the disclosure without court action. *Id.*; *see also* E.D.C.R. 2.34(d). Generally, the filing of a motion to compel discovery does not have a time limit, but the moving party should file it after it makes the request for the discovery. FEDPROC § 26:779.

If a party or an officer, director, or managing agent of a party or a person designated under Rule 30(b)(6) or 31(a) to testify on behalf of a party fails [...] to serve answers or objections to interrogatories submitted under Rule 33, after proper service of the interrogatories, or to serve a written response to a request for inspection submitted under Rule 34, after proper

service of the request, the court in which the action is pending on motion may make such orders in regard to the failure as are just, and among others it may take any action authorized under subparagraphs (A), (B), and (C) of subdivision (b)(2) of this rule.

NEV. R. CIV. PRO. § 37(d).

For evidence to be relevant, it must have a “tendency to make the existence of any fact that is of consequence to the determination of the action more or less probable than it would be without the evidence.” NEV. REV. STAT. § 48.015. “Evidence which is not relevant is not admissible.” *Id.* at § 48.025(2). Discovery must be “reasonably calculated to lead to discovery of admissible evidence” to fall with the scope of Rule 26(b)(1). NEV. R. CIV. PRO. 26(b)(1); *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed.2d 253 (1978); *Washoe County Bd. Of School Trustees v. Pirhala*, 84 Nev. 1, 6, 435 P.2d 756, 759 (1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal.App.1962). N.R.C.P. 26(b)(1) gives parties broad discovery rights into information that is relevant or that could lead to relevant information, even if it is not admissible at trial. The Nevada Supreme Court, citing to the United States Supreme Court, has stated that:

the deposition-discovery rules are to be accorded a broad and liberal treatment. No longer can the time-honored cry of ‘fishing expedition’ serve to preclude a party from inquiring into the facts underlying his opponent’s case. Mutual knowledge of all the relevant facts gathered by both parties is essential to proper litigation. To that end, either party may compel the other to disgorge whatever facts he has in his possession.

Washoe County Board of School Trustees v. Pirhala, 84 Nev. 1, 6, 435 P.2d 756, 759 (1968).

2. Protective Order

NRCP § 26(c)(1) states:

(1) **In General.** A party or any person from whom discovery is sought may move for a protective order in the court where the action is pending — or as an alternative on matters relating to an out-of-state deposition, in the court for the judicial district where the deposition will be taken. The motion must include a certification that the movant has in good faith conferred or attempted to confer with other affected parties in an effort to resolve the dispute without court action. The court may, for good

cause, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including one or more of the following:

- (A) forbidding the disclosure or discovery;
- (B) specifying terms, including time and place or the allocation of expenses, for the disclosure or discovery;
- (C) prescribing a discovery method other than the one selected by the party seeking discovery;
- (D) forbidding inquiry into certain matters, or limiting the scope of disclosure or discovery to certain matters;
- (E) designating the persons who may be present while the discovery is conducted;
- (F) requiring that a deposition be sealed and opened only on court order;
- (G) requiring that a trade secret or other confidential research, development, or commercial information not be revealed or be revealed only in a specified way; and
- (H) requiring that the parties simultaneously file specified documents or information in sealed envelopes, to be opened as the court directs.

An overly broad discovery request lacks specificity as to time, place, and/or subject matter being requested. Discovery is sufficiently limited and specific in its directive where compliance to its terms would not be unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D. Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super. Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968). Requests were over broad because they used language so broad that it was impossible to determine what amongst numerous documents fell within the scope of the requests. *Krause v. Nevada Mut. Ins. Co.*, No. 2:12-CV-00342-JCM, 2014 WL 496936, at *5 (D. Nev. Feb. 6, 2014) aff'd, No. 2:12-CV-342 JCM CWH, 2014 WL 3592655 (D. Nev. July 21, 2014) (citing *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251 (E.D. Wisc. 2013)). A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information. *Id.*

Additionally, courts will limit temporally over broad requests. *Aevoe Corp. v. AE Tech Co.*, No. 2:12-CV-00053-GMN, 2013 WL 5324787, at *2 (D. Nev. Sept. 20, 2013); *Painters Joint Comm. v. J.L. Wallco, Inc.*, No. 2:10-CV-1385 JCM PAL, 2011 WL 5854714, at *2 (D.

1 Nev. Nov. 21, 2011); See *First Interstate Bank of Oregon v. Natl. Bank and Trust Co. of*
2 *Norwich*, 127 F.R.D. 186, 188 (D. Or. 1989) (limiting time frame requested in interrogatories to
3 dates of incident in question, rather than 10-year scope originally propounded in the
4 interrogatory).

5 Moreover, courts will limit discovery that seeks disclosure of personal and private
6 information because it would invade the responding party's right of privacy. *Nesbit v. Dep't of*
7 *Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467
8 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a
9 basis for restricting discovery)).

10 **B. Objections Were Not Waived**

11 Defendants believed that they had timely responded to the discovery requests based on
12 their attorney's understanding of Eighth Judicial District Court Rule 1.14(c) ("three [3] calendar
13 days must be added"), 8.06(a) ("three [3] calendar days must be added"). As Defendants served
14 the Responses based on that understanding, and there is no showing of any substantial and/or
15 injurious effect on Plaintiff, any such error is harmless. NEV. REV. STAT. § 178.598 ("Any error,
16 defect, irregularity or variance which does not affect substantial rights shall be disregarded.");
17 *Tavares v. State*, 117 Nev. 725, 732, 30 P.3d 1128, 1132 (2001) (quoting *Kotteakos v. U.S.*, 328
18 U.S. 750, 776 (1946) (determination of whether an error is harmless depends on whether it had a
19 substantial and an injurious effect or influence).

20 As noted earlier, Defendants have made five disclosures in this case of approximately
21 512 documents. After the reopening of discovery, they have diligently responded to all
22 discovery requests and made all required production. Notably, as this matter simply relates to
23 the alleged undisclosed defects related to the Property at the time of the sale, where the
24 undisputed evidence shows the alleged conditions were "open and obvious", and that Plaintiff
25 found the Property on his own through Zillow, Ex. H, Plaintiff is hard pressed to show how a
26 three day delay caused them substantial and injurious effect or influence, especially since it
27 waited until January 4, 2021, six days after the service of the Responses, to raise the issue.
28

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

12 Incredibly, Plaintiff has engaged in the same conduct that is complained of in Plaintiff's
13 Motion. See Ex. DD. Defendant TKNR propounded its Second Set of RPD to Plaintiff on
14 January 13, 2021. *Id.* However, Plaintiff did not provide responses until February 16, 2021,
15 which was five (5) days after the responses were due. *Id.* Notably, Plaintiff's responses included
16 objections, despite being provided after the 30-day deadline that Plaintiff's Motion argues
17 constitutes a waiver of those objections. *Id.* Additionally, the Responses include objections
18 followed by response, similar to Defendants' responses that Plaintiff took exception to in the
19 Motion. Defendants do not note the issue because they believe Plaintiffs' objections should be
20 waived as untimely. Rather, it is mentioned to illustrate the duplicity of Plaintiff's actions and
21 the hypocrisy related to the Motion's arguments.

22 As illustrated above, Defendants have disclosed 512 documents in this matter through
23 five disclosures. They have timely disclosed their expert and expert report following the
24 enlargement of discovery. Additionally, they provided responses to the discovery requests that
25 pinpointed the underlying documents, and Plaintiff's counsel admitted that Plaintiff should be in
26 possession of the requested documents although it had not disclosed them. As the alleged waiver
27 period is based on a three-day delay, the general equitable standard weighs in favor of
28 Defendants. There is no prejudice to Plaintiff by way of the three day delay, the delay had no

1 impact on judicial proceedings, the reason for the delay is justifiable under the pre-amended
2 local rules, which is still practiced by several attorneys in Clark County, Nevada, and Defense
3 acted in good faith when it served the Responses. *Knoebber*, 244 at 696. This justifies finding
4 that Defendants did not waive their objections.

5 C. **Plaintiff's Requests were Overly Broad, Not Likely to lead to Discovery of**
6 **Admissible Evidence and were Responded to by Defendants or related to**
7 **Documents already Disclosed by Defendants**

8 Other than the fact that Defendants made several objections that preceded the response,
9 which also contained a pinpoint reference to the applicable documents, Plaintiff has failed to
10 articulate any potential basis for an alleged discovery dispute. See Childs Email Requesting 2.34
11 Conference attached as **Exhibit V**. Not only have Defendants disclosed 512 documents in this
12 litigation, [see Ex. T], but Defendants have advised that Plaintiff should be in possession of the
13 documents requested. See Declaration of Michael B. Lee, Esq. at ¶ 11; Ex. P. By and large, the
14 discovery requests allegedly at issue are overly broad, irrelevant and seek information already
15 produced or in Plaintiff's possession. The Motion and the requests were nothing more than an
16 attempt to increase fees and costs in the matter.

17 In laying out the issue, the Motion misrepresents the form, content, and nature of the
18 discovery requests to fit its narrative and conceal the overbreadth of the language included. The
19 following portion of this Opposition will illustrate the unreasonableness of the requests and
20 Plaintiff's lack of good faith in conducting the meet and confer conference prior to filing the
21 Motion.

22 1. *Defendants Provided Responses Following Objections*

23 a. TKNR 2nd RPD 23-25 (Ex. O); Wong RPD 7-8 (Ex. M); Investpro
RPD 1-5, 11, 13-14 (Ex. L); Manager 2nd RPD 24, 26-27 (Ex. N)

24 A specific issue with the response to these requests was never raised to Defendants'
25 counsel, besides the alleged waiver of objections. However, prior to communication breaking
26 down, Defendants' counsel did advise that he believed most of the information responsive to the
27 request was either already disclosed or already in Plaintiff's possession. Here, Defendants'
28 respective responsive to these requests all contained responses with direct citation to the previous

1 disclosures that contain responsive information. Therefore, the Motion is without merit in regard
2 to these requests.

3 Additionally, Plaintiff had already made requests for the same information when
4 Defendants were represented by prior counsel, which Defendants responded to. See Ex. P.
5 Defendants have disclosed 512 pages of documents in this matter related to the sale of the
6 Subject Property, which is the central focus of this litigation. See Ex. T. Upon further review,
7 Defendant previously provided lease information to Plaintiff, which Plaintiff failed to disclose in
8 this litigation. See Emails to Plaintiff with Lease Information attached as **Exhibit W**. Notably,
9 discovery had previously closed in the matter without Plaintiff producing the information, which
10 illustrates the lack of relevancy and Plaintiff's undue purpose in bringing the Motion.

11 b. Cheng ROG 3-4, 6-7 (Ex. I); Investment ROG 7-10, 13 (Ex. K)

12 Similarly, Defendants provided their respective responses to the aforementioned ROG
13 requests following the objections. Plaintiff never discussed with Defendants how/why any of
14 these requests were deficient. In response to ROGS 3-4, Cheng provides that he is/was a
15 manager of Investpro Manager LLC. See Ex. I. In response to ROG 6, Cheng provided reference
16 to the 16.1 disclosures in this matter, which was reasonable considering ROG 6 was a boilerplate
17 interrogatory asking for "each and every person who has any knowledge ...". *Id.* ROG 7 to
18 Cheng asked what was done in answering the interrogatories, and Cheng responded. *Id.* As
19 such, there is not basis for the Motion's request relief as it related to the Cheng ROG 3-4 and 6-
20 7.

21 Also, Defendant Investments provided meaningful responses Plaintiff's ROGS 7-10 and
22 13. See Ex. K. ROG 7 and 8 are boilerplate requests asking for "each and every"
23 agent/employee (ROG 7) or person with any knowledge (ROG 8). *Id.* As such Defendant
24 responded with reference to the 16.1 Disclosures that contain the information. *Id.* ROG 9 asked
25 for identification information from Defendant, which is a dissolved company without any
26 address, phone number, etc. *Id.* Defendant responded accordingly. *Id.* ROG 10 asks for the due
27 diligence conducted in responding to the requests, which Defendant provided a response
28 following the objection. *Id.* Finally, ROG 13 asked again for identification of agents, employees,

1 and/or subcontractors, which Defendant again responded to by referring Plaintiff to the 16.1
2 Disclosures containing the information. As Defendants provided responses, and Plaintiff never
3 articulated a specific issue with those responses, the Motion is without merit related to these
4 requests.

5 2. Overbroad and Irrelevant

- 6 a. TKNR 2nd RPD 22, 28-29 (Ex. O); Wong RPD 1-6 (Ex. M);
7 Investpro RPD 6-10, 12, 15-18 (Ex. L); Investment RPD 1-3, 8-12
(Ex. J); Manager 2nd RPD 20-23, 25; 28-33 (Ex. N)

8 Due to the personality conflict between counsel at the 2.34 conference, the parties never
9 discussed the overbreadth of the requests at issue. This is partly due to Plaintiff's counsel refusal
10 to move off his position that Defendants' objections were waived. However, it is abundantly
11 clear on the face of the requests that the requests are not sufficiently limited in temporal scope,
12 subject matter, nor are they likely to lead to discovery of admissible evidence. Discovery is
13 sufficiently limited and specific in its directive where compliance to its terms would not be
14 unreasonably burdensome. *Diamond State Ins. Co. v. Rebel Oil Co.*, 157 F.R.D. 691, 695 (D.
15 Nev. 1994) (citing *United States v. Palmer*, 536 F.2d 1278, 1282 (9th Cir. 1976)); *CBS v. Super.*
16 *Ct.*, 263 Cal. App. 2d 12, 19, 69 Cal. Rptr. 348, 352 (Cal. App. 2d 1968).

17 This matter involves a singular transaction for the sale of real property pursuant to the
18 Residential Purchase Agreement dated September 5, 2017, including the addendums attached
19 thereto. However, Wong RPD Nos. 1-5 (Ex. M); Investment RPD 2, 9-12 (Ex. J); Investpro
20 RPD 7-10, 15-18 (Ex. L); and Manager 2nd RPD 21-23, 28-32 (Ex. N) go way beyond that
21 limited issue and contain the following language: "***all documents of any description whatsoever***
22 ***including, but not limited to, communications, contracts, agreements, instructions, payments,***
23 ***checks, invoices, etc.***" See Exs. J, L, M, and N (emphasis added). Moreover, the requests are not
24 limited to any relevant subject matter. *Id.* Also, the requests fail to reasonably limit the temporal
25 scope of the requests, as most request documents from August 2015 through July 2019. *Id.* As
26 written, the requests would potentially encompass hundreds of documents not relevant to the
27 claims and defenses at issue in this litigation, rendering the request overly broad and unduly
28 burdensome. As such, the Motion should be denied as to these requests.

Moreover, TKNR RPD 22 (Ex. O); Manage 2nd RPD 20 (Ex. N); Investpro RPD 6 (Ex. L); and Investments RPD 1 (Ex. J) request “*organizational documents, articles of incorporation, articles of organization, lists of officers, lists of managers, lists of members, charters, stockholder agreements, operating agreements, minutes of meetings, resolutions, dissolutions, applications for fictitious firm names, statements of financial condition, and financial statements from August 2015 to January 31, 2019.*” See Exs. L, J, O, and N. This is again impermissibly overbroad and not reasonably calculated to lead to discovery of relevant evidence in this matter. Defendants have disclosed hundreds of documents in this matter related to the sale of the Subject Property, which is the central focus of this litigation. Simply put, Defendants do not have anything to hide, which is evidenced by the voluminous disclosure of documents it has already engaged in. Defendants’ respective organizational documents are ultimately not relevant to the litigation. As such the Motion should be denied as to these requests.

Similarly, Investpro RPD 12 (Ex. L), Investments RPD 8 (Ex. J); and Manage 2nd RPD 25 and 33 (Ex. N) request copies of all general license information held by the respective Defendants are impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant. See Exs. L, J, and N. The subject of this litigation is one singular transaction. Requesting all license information outside the limited scope of that one transaction is unduly burdensome and not likely to lead to admissible evidence.

Finally, TKNR 2nd RPD 28-29 (Ex. O), Wong RPD 6 (Ex. M), and Investment RPD 3 (Ex. J) all request communications with various Defendants, but none are limited in terms of subject matter. See Exs. O, M, and J. The TKNR requests ask for “all documents of communication between yourself and INVESTPRO MANAGER, LLC.” See Ex. O. There is no temporal limit for the communication, nor is there subject matter limitation. As such, these requests are clearly over broad and not reasonably limited, rendering compliance unduly burdensome and not likely to lead to discovery of admissible evidence. The Investment RPD makes the same request but limits the temporal scope from August 2015 through January 31, 2019. See Ex. J. However, there is still no limit as to the subject matter of the communications,

1 and the four-year temporal limitation is not reasonable considering the issue in this litigation is a
2 singular transaction occurring on or about September 2017. WONG RPD 6 asks for
3 communication between Wong and Helen Chen from September 2017, but also fails to limit the
4 subject matter of the request. As such, the Motion should be denied as it relates to these
5 requests.

6 b. Cheng ROG 1-2, 9 (Ex. I); Investment ROG 1-3, 11-12 (Ex. K)

7 Cheng ROG 1-2, 9 (Ex. I) and Investment ROG 2 and 11 (Ex. K) all refer to the
8 “Flipping Fund” which is irrelevant to the subject matter of this lawsuit. See Exs. I and K.
9 Plaintiff has admitted that they found the listing for the Property through Zillow. See Ex. H (“I
10 found the property listed on Zillow.”). As such, any information regarding the Flipping Fund is
11 irrelevant to the claims and defenses at issue in this litigation. This was raised during the limited
12 2.34 conference. As the information sought is not relevant, this honorable court should not
13 compel the same from Defendants.

14 Additionally, Investment ROG 1 and 3 (Ex. K) are also not relevant to the subject matter
15 of this litigation. See Ex. K. ROG1 refers to an undefined term “INVESTPRO INVESTMENTS
16 FOUNDATION”, while ROG 3 asks for the relationship between Investpro Manager LLC. *Id.*
17 First, Plaintiff has failed to articulate how this information is relevant to the limited issue of the
18 sale of real property from Defendant to Plaintiff. Second, the relationship between Investments
19 and Manager is public record and known to Plaintiff, as Investpro Manager is a listed as a
20 manager of Investments on the Nevada Secretary of state website, which has been produced by
21 Plaintiff in this litigation. Ex. P. As the information sought lack relevance, or is already in
22 Plaintiff’s possession, the Motion must be denied as to these requests.

23 3. Invasion of Privacy

24 a. Wong RPD 9-10 (Ex. M); Investment RPD 4-7 (Ex. J); Cheng
25 ROG 5 (Ex. I); Investment ROG 4-6 (Ex. K)

26 These requests invade Defendants’ right of privacy, is impermissibly overbroad and,
27 therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it
28 seeks disclosure of personal and private information. *Nesbit v. Dep’t of Pub. Safety*, 283 F. App’x

1 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct.
2 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting
3 discovery)).

4 Defendant Wong’s investment in/ownership of TKNR, INC. is not relevant to the sale of
5 real property that is the subject of this litigation. See Ex. M. Nor is Defendant Cheng’s
6 compensation or payment for a three-year span. See Ex. I. Similarly, Investments financial
7 records, investors, loan documents, invoices, correspondence, payments, checks, vouchers,
8 receipts, contracts, etc. for any professional fees or services performed for or by any accountants,
9 certified public accountants, bookkeepers, billing services, attorneys, paralegals, private
10 investigators, real estate agents, real estate brokers, realtors, agents, title companies, escrow
11 companies, salespersons, or similar people or entities are not relevant to the subject matter of
12 this litigation. See Exs. J-K. As Defendants have disclosed information related to the repairs,
13 maintenance, improvements, and sale of the Property, they are clearly not hiding any
14 information. At the present time, Plaintiff has made no showing why any of the designated
15 discovery requests are relevant. Considering the privacy concerns and lack of relevancy, the
16 Motion should be denied as to these requests.

17 **D. Plaintiff has Acted in Bad Faith and is not Entitled to Sanctions**

18 “The unclean hands doctrine generally ‘bars a party from receiving equitable relief
19 because of that party's own inequitable conduct.’” *Las Vegas Fetish & Fantasy v. Ahern*
20 *Rentals*, 182 P.3d 764, 766 (S. Ct. Nev. 2008) (citing *Food Lion, Inc. v. S.L. Nusbaum Ins.*
21 *Agency, Inc.*, 202 F.3d 223, 228 (4th Cir.2000)). “Under the maxim that one seeking equity may
22 not do so with ‘unclean hands,’ an intentional tortfeasor by definition seeks such relief from a
23 position of ineligibility for it.” *Evans v. Dean Witter Reynolds, Inc.*, 16 Nev. 598, 610, 5 P.3d
24 1043, 1050-51 (2000). If the party with unclean hand seeking equitable recovery will be
25 absolutely barred from such if it that party acted intentionally. *Banks v. Sunrise Hospital*, 120
26 Nev. 822, 843, 102 P.3d 52, 66 (2004). The court considers two factors when determining if a
27 party’s conduct is sufficient to bar equitable relief: (1) the egregiousness of the misconduct at
28 issue, and (2) the seriousness of the harm caused by the misconduct. *Evans*, 116 Nev. at 610, 5

1 P.3d at 1050-51; *Banks*, 120 Nev. at 843, 102 P.3d at 66. “[W]hen these factors weigh against
2 granting the requested equitable relief [then] the unclean hands doctrine bar that remedy.” *Las*
3 *Vegas Fetish & Fantasy*, 182 P.3d at 767.

4 Here, Plaintiff has continuously engaged in bad faith while conducting discovery in this
5 litigation and should be barred from seeking equitable relief in the form of sanctions against
6 Defendants. First, some of the requests allegedly at issue were not only responded to by
7 Defendants but were previously responded to during the first round of discovery when
8 Defendants were represented by previous counsel. See Ex. P. Additionally, the Defendants have
9 disclosed 512 pages of documents in this matter related to the sale of the Subject Property, which
10 is the central focus of this litigation and are responsive to the requests allegedly at issue. Ex. T.
11 The requests in large part seemed to be a billing exercise for Plaintiff and for the undue purpose
12 of harassing Defendants and vexatiously increasing fees and costs in this matter. Notably, prior
13 to service of the discovery at issue, Plaintiff had opposed enlarging discovery by specifying that
14 any extension of discovery would prejudice it and indicating that Plaintiff would largely rest
15 upon the findings of its expert and had no need for additional discovery. See Plaintiff’s
16 Opposition to Motion to Enlarge Discovery attached as **Exhibit X**.

17 Second, Plaintiff has also withheld documents from disclosure in this matter, further
18 illustrating the bad faith tactics engaged by Plaintiff. In response to Defendants’ Motion for
19 Summary Judgment, Plaintiff provided the Declaration of Frank Miao, including alleged email
20 communication between Miao and Helen Chen where Plaintiff makes certain requests for repair.
21 See Frank Miao Declaration Exhibit 2c attached hereto as **Exhibit Y**. Despite discovery
22 previously closing in this matter, Plaintiff never disclosed the communication, illustrating the
23 failure to disclose was willful. See Plaintiff’s Supplement to Early Case Conference Disclosures
24 (without documents) attached as **Exhibit Z**. The fact Plaintiff proffered it in response to the
25 Motion for Summary Judgment indicates the information was material, further illustrating the
26 egregiousness of Plaintiff’s conduct.

27 The email communication attached to Miao’s declaration is not the only instance of
28 Plaintiff failing to disclose documents in this matter. See Ex. W. As indicated, Defendants

1 provided Plaintiff with the lease information related to the Property in 2017. *Id.* Despite
2 defendants providing the information, Plaintiff still requested the same information through the
3 discovery requests allegedly at issue, which is improper. Moreover, Defendants never disclosed
4 the documents, despite discovery previously closing, further illustrating that the documents are
5 immaterial and should not be compelled. See Ex. Z. This also indicates that the discovery
6 requests propounded by Plaintiff and the subsequent Motion are being frivolously maintained to
7 increase Defendants’ fees and costs.

8 Moreover, Plaintiff has engaged in gamesmanship related to the designation of Plaintiff’s
9 person most knowledgeable (“PMK”) under NRCP 30(b)(6). See Email Chain related to
10 Scheduling of Plaintiff PMK attached as **Exhibit AA**. Defendants noticed the deposition of
11 Plaintiff’s PMK as it relates to certain topics that were included in the notice. See Notice of PMK
12 Deposition attached as **Exhibit BB**. Plaintiff presented Frank Miao as the PMK for certain
13 topics, but refused to proffer Ms. Zhu arguing that she was not designated as PMK. See Ex. AA.
14 However, at the time of the PMK deposition, Mr. Miao stated that Ms. Zhu was the PMK for
15 certain topics. Notably, it is Plaintiff’s duty to designate the PMK related to the noticed topics.
16 See Nev. R. Civ. Pro. § 30(b)(6). Plaintiff’s failure to designate and have someone appear is an
17 abuse that is subject to sanctions under NRCP 37(d). Although Defendants have worked around
18 the issue with Plaintiff’s counsel, this is further evidence of the bad faith engaged by Plaintiff.
19 Plaintiff’s own bad faith conduct should bar any equitable relief requested by the Motion,
20 especially a request for sanctions.

21 Finally, Defendants had previously provided an extension to Plaintiff for responding to
22 Defendants’ discovery requests. See Email re Discovery Extension attached as **Exhibit CC**.
23 Although there is no rule that Plaintiff must provide an extension, this just further indicates the
24 unreasonableness in dealing with Plaintiff related to the discovery process in this matter.

25 ////

26 ////

27 ////

28 ////

E. **Countermotion for Protective Order Should be Granted**

1. **Overbroad, Irrelevant Discovery Requests**

a. **Cheng Requests (Ex. I)**

INTERROGATORY NO. 1:

Describe in detail what your connection or relationships was with INVESTPRO INVESTMENTS FOUNDATION from August 15, 2015 through January 31, 2019.

INTERROGATORY NO. 2:

Describe in detail what your connection or relationship was with Flipping Fund from August, 2015 through January 31, 2019.

INTERROGATORY NO. 5:

Describe in detail any compensation or payment you received from INVESTPRO MANAGER LLC from August, 2015 through July 31, 2018.

INTERROGATORY NO. 9 (As Labeled by Plaintiff):

Identify the person or persons or entities who participated or were involved in any way with in the creation, design and publication of Exhibit 1.

b. **Identical Requests to Investments (Ex. J)**

INTERROGATORY NO. 1:

Describe in detail what your connection or relationships was with INVESTPRO INVESTMENTS FOUNDATION from August 15, 2015 through January 31, 2019.

INTERROGATORY NO. 2:

Describe in detail what your connection or relationship was with Flipping Fund from August, 2015 through January 31, 2019.

INTERROGATORY NO. 5:

Describe in detail any compensation or payment you received from INVESTPRO MANAGER LLC from August, 2015 through July 31, 2018.

INTERROGATORY NO. 9 (As Labeled by Plaintiff):

Identify the person or persons or entities who participated or were involved in any way with in the creation, design and publication of Exhibit 1.

The Court may only order their production if they are relevant and where the requesting party shows a compelling need for the same, which is a higher standard than regular discovery requests. *Copper Sands Homeowners Assoc., Inc. v. Copper Sands Realty, LLC.*, 2012 WL 1080291, *4 (D. Nev. 2012); *Trilegiant Corp. v. Sitel Corp.*, 272 F.R.D. 360, 368 (S.D. NY

2010). Here, as noted above, this issue relates to the alleged defects in the Property, which the undisputed evidence showed that Plaintiff could have discovered through a professional inspection. Ex. S. Notwithstanding the pending Motion for Summary Judgment, these requests are irrelevant to the underlying litigation and are only brought to harass Defendants and seek private information. Plaintiff's intent to harass and vexatiously increase Defendants' fee and costs is indicated by the identical requests made to the parties. Moreover, there is no basis for why the personal records of Defendants' would be relevant in this matter, further illustrating the dilatory intent.

b. Requests to Investments (Ex. K), Realty (Ex. L), Wong (Ex. M), Manager (Ex. N), and TKNR (Ex. O)

REQUEST NO. 6:

Produce all organizational documents pertaining to you, including, but not limited to, articles of organization, lists of officers, lists of managers, lists of members, charters, operating agreements, minutes of meetings, resolutions, dissolutions, applications for fictitious firm names, statements of financial condition, and financial statements from August, 2015 through July 31, 2018.

REQUEST NO. 1:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and Kenny Lin between August, 2015 and July 31, 2018.

REQUEST NO. 2:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and INVESTPRO MANAGER LLC, including to any of its agents and employees, between August, 2015 and December 31, 2017.

REQUEST NO. 3:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and JOYCE A. NICKRANDT, including to any of its agents and employees, between August, 2015 and December 31, 2017.

REQUEST NO. 4:

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

any of its agents and employees, between August, 2015 and December 31, 2017.

REQUEST NO. 5:

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and INVESTPRO MANAGER LLC, including to any of its agents and employees, between June, 2015 and December 31, 2017.

REQUEST NO. 9:

Produce all documents relevant or pertinent to your investment in TKNR, INC.

REQUEST NO. 10:

Produce all documents relevant or pertinent to your ownership of any interest in TKNR, INC.

REQUEST NO. 12 (Erroneously labeled No. 11):

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

REQUEST NO. 17 (Erroneously labeled No. 16):

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and CHI ON WONG aka CHI KUEN WONG from August, 2015 through July 31, 2018.

REQUEST NO. 18 (Erroneously labeled No. 17):

Produce all documents of any description whatsoever including, but not limited to, communications, contracts, agreements, instructions, payments, checks, invoices, etc between yourself and LIWE HELEN CHEN aka HELEN CHEN from August, 2015 through July 31, 2018.

Information irrelevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence is not permitted. See *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 352, 98 S. Ct. 2380, 2390, 57 L.Ed. 2d 253(1978); *Washoe County Bd. of School Trustees v. Pirhala*, 84 Nev. 1, 435 P.2d 756(1968); *Darbee v. Super. Ct.*, 208 Cal. App. 2d 680, 685, 25 Cal. Rptr. 520, 524 (Cal. App.1962). Additionally, questions that invade on a party's right of privacy is impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant to the subject matter of this action in that it seeks disclosure of personal and private information. *Nesbit v. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n. 21, 104 S.Ct. 2199, 81 L.Ed.2d 17 (1984) (noting that privacy interests may be a basis for restricting discovery)).

Here, each of these requests is overbroad in light of the actual alleged facts related to the Property and the alleged undisclosed defects. The underlying organizational documents for the corporate Defendants, communications, contracts, agreements, instructions, payments, checks, invoices, amongst the Defendants from August, 2015 and July 31, 2018, documents pertinent to the investment in TKNR, INC., and general license information are impermissibly overbroad and, therefore, oppressive, burdensome, and irrelevant. As Defendants have disclosed information related to the repairs, maintenance, improvements, and sale of the Property, they are clearly not hiding any information. At the present time, Plaintiff has made no showing why any of the designated discovery requests are relevant, nor did Mr. Childs articulate any basis during the meet-and-confer in light of the lack of disclosure of the same documents by Plaintiff. At a minimum, if Plaintiff did not disclose the same documents that it possesses, it clearly shows that these requested documents are immaterial.

F. Plaintiff Should Pay Costs for Inspection

Defendants demanded the right to inspect the Property, where “Plaintiff [would] need to notify any tenants of the potential inspection and make sure that the area will be available for inspection. Upon information and belief, Plaintiff should have a right to make this demand pursuant to Nevada Revised Statute § 118A.330 *et seq.*” Ex. P. Although Plaintiff specified the date of the Inspection, Ex. Q, Plaintiff failed to make the entire Property available for Inspection. Ex. R. In that light, Plaintiff should not be permitted to introduce any evidence or damages related to Units A and B, or, alternatively, should be required to pay for the cost of the Inspection.

G. Pending Resolution, Plaintiff’s Expert’s Billing Fee is Unreasonable

Under Nevada Rule of Civil Procedure 30(h)(4)(A), “[i]f a party deems that an expert’s hourly or daily fee for providing deposition testimony is unreasonable, that party may move for an order setting the compensation of that expert.” The supporting Declaration illustrates that counsel for the Parties have discussed the issue of Plaintiff’s expert’s fee. Plaintiff’s expert has never been an expert, but is charging \$400 per hour for depositions. This is unreasonable given that Defense expert has been qualified countless times and only charges \$295. Under Nevada

1 Rule of Civil Procedure 30(h)(4)(B), Plaintiff's expert fee is unreasonable and should be set at
2 what this Honorable Court determines is a reasonable rate for an inexperienced, unqualified
3 contractor posing as an expert.

4 **III. CONCLUSION**

5 Based on the foregoing, Defendants respectfully request that the Motion be denied in its
6 entirety, the Countermotion be granted and a Protective Order as requested therein, sanctions
7 against Plaintiff related to the Inspection, and to set a reasonable fee for Plaintiff's expert.

8 Dated this 18th day of February, 2021.

9 MICHAEL B. LEE, P.C.

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

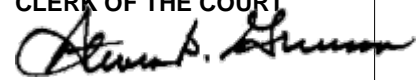
MICHAEL B. LEE, P.C.
1820 E. SAHARA AVENUE, SUITE 110
LAS VEGAS, NEVADA 89104
TEL – (702) 546-7055; FAX – (702) 825-4734

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 18th day of February, 2021, the foregoing **DEFENDANTS’
OPPOSITION TO PLAINTIFF’S RENEWED MOTION TO COMPEL DISCOVERY
AND FOR IMPOSITION OF SANCTIONS & COUNTERMOTION FOR A
PROTECTIVE ORDER AND OTHER RELIEF** was served via the Court’s electronic filing
and/or service system and/or via facsimile and/or U.S. Mail first class postage pre-paid to all
parties addressed as follows:

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

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



MICHAEL B. LEE, 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

NOTICE TO THE COURT RE:
DEFENDANTS' OPPOSITION TO
PLAINTIFF'S RENEWED MOTION TO
COMPEL DISCOVERY AND FOR
IMPOSITION OF SANCTIONS
&
COUNTERMOTION FOR A
PROTECTIVE ORDER AND OTHER
RELIEF

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

1 counsel of record, Michael B. Lee, P.C., hereby provides notice to the Court that the Opposition
2 (“Opposition”) to Plaintiff’s Renewed Motion to Compel Discovery and for Imposition of Other
3 Sanctions (“Motion”) Motion for a Protective Order and Other Relief (“Counter-motion”) filed by
4 Defendants on February 18, 2021 was made in response to Plaintiff’s Motions to Compel that are
5 set for hearing on March 2, March 4, March 11, and March 16, 2021.

6 As this Court is aware, Plaintiff’s Motion was originally filed as one, singular motion
7 addressing the alleged issues with the Defendants’ respective discovery responses. However, the
8 Motion was vacated because it did not include the exact language for the requests and responses
9 at issue. Plaintiff refiled the Motion on February 10, 2021, but it was over the page limit allowed
10 by the local rules. It then appears Plaintiff broke up its Motion and received orders shortening
11 time on the three broken up motions, to be heard on March 2, 4, and 11. The full Motion is still
12 on calendar for March 16, 2021. Notably, the three separated Motions contain the exact same
13 information and arguments as the full Motion. The individual Motions are almost identical
14 carbon copies of one another, the argument and analysis are the exact same, the only difference
15 is the requests at issue.

16 Here, Defendants’ filed the Opposition and Counter-motion believing it was responding to
17 all motions to compel filed by Plaintiff. As such, the Opposition and Counter-motion discusses
18 the subject matter of all motions and is relevant and responsive to each motion individually and
19 collectively. The Opposition and Counter-motion are within the 30-page limit and Defendants
20 believed it was in the interest of judicial; economy to respond in this manner. Therefore,
21 Defendants are providing notice that it intends to rely on the Opposition and Counter-motion
22 when arguing against the Motions set for hearing on March 2, 4, 11, and 16.

23 Dated this 24th day of February, 2021.

24 MICHAEL B. LEE, P.C.

25 /s/ Michael Matthis
26 MICHAEL B. LEE, ESQ. (NSB 10122)
27 MICHAEL MATTHIS, ESQ. (NSB 14582)
28 1820 E. Sahara Avenue, Suite 110
Las Vegas, Nevada 89104
mike@mblnv.com
Attorney for Defendants

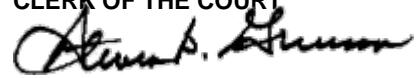
MICHAEL B. LEE, P.C.
1820 E. SAHARA AVENUE, SUITE 110
LAS VEGAS, NEVADA 89104
TEL – (702) 546-7055; FAX – (702) 825-4734

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of
MICHAEL B. LEE, and that on the 24th day of February, 2021, the foregoing **NOTICE TO
THE COURT RE: DEFENDANTS’ OPPOSITION TO PLAINTIFF’S RENEWED
MOTION TO COMPEL DISCOVERY AND FOR IMPOSITION OF SANCTIONS &
COUNTERMOTION FOR A PROTECTIVE ORDER AND OTHER RELIEF** 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



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

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

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

Defendants/Counterclaimants

Hearing : March 4, 2021 @ 09:30

[Discovery Commissioner]

REPLY TO OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL DISCOVERY
AND FOR IMPOSITION OF SANCTIONS re:

INVESTPRO MANAGER LLC- Second Request for Production of
Documents

INVESTPRO INVESTMENTS I, LLC - Request for Production of
Documents

OPPOSITION TO COUNTERMOTION FOR PROTECTIVE ORDER AND OTHER
RELIEF

Plaintiff filed three separate Motions to Compel after the initial motion
hearing on February 9, 2021 was vacated because the entire discovery request
and response were not contained in the motion. Adding the entire discovery

1 request and response resulted in a 72 motion, which exceeded the 30 page limit of
2 EDCR 2.20(a), so three separate motions were filed and Orders Shortening Time
3 were requested and granted. The separate motions are set for hearings before
4 the Discovery Commissioner on March 2, March 4 and March 11, 2021.

5 Defendants' Opposition and Countermotion filed February 18, 2021 is an omnibus
6 response to all three of Plaintiff's Motions.

7 Defendants' Countermotions reference discovery issues outside of Plaintiff's
8 three discovery motions.

9 A countermotion has to be related to "to the same subject matter" as the
10 original motion.

11 EDCR 2.20(f)

12 (f) An opposition to a motion that contains a motion **related to the**
13 **same subject matter** will be considered as a countermotion. A
14 countermotion will be heard and decided at the same time set for the
15 hearing of the original motion if a hearing was requested, unless the
16 court sets it for hearing at a different time.

17 The Motion to Compel set for hearing on March 4, 2020 only addresses
18 written discovery proffered by Plaintiff as follows :

19 INVESTPRO MANAGER LLC- Second Request for Production of Documents

20 INVESTPRO INVESTMENTS I, LLC - Request for Production of Documents

21 Defendants' Opposition and Countermotion addresses other issues. Thus,
22 any matters addressed in Defendants' Opposition and Countermotion outside of
23 Plaintiff's Motion should be ignored and summarily denied.

24
25 PLAINTIFF'S DISCOVERY REQUESTS SEEK RELEVANT INFORMATION
26

27
28 The requested documents should have been produced by Defendants as
part of their obligation under NRCP 16.1(a)(1)(A)(ii), which requires a party

1 “without awaiting a discovery request, provide to the other parties :

2 (ii) a copy — or a description by category and location — of all
3 documents, electronically stored information, and tangible things that
4 the disclosing party has in its possession, custody, or control and may
5 use to support its claims or defenses, including for impeachment or
6 rebuttal, and, unless privileged or protected from disclosure, any
7 record, report, or witness statement, in any form, concerning the
8 incident that gives rise to the lawsuit;”

9 Defendants have not complied with this obligation. Plaintiff sent narrowly
10 drafted requests as set forth in the moving papers. In response to which
11 Defendants produced essentially nothing. And defense counsel wouldn’t even
12 discuss a possible resolution, instead hanging up during the meet and confer
13 phone call. Thus compelling the instant motion.

14 Defendants’ Opposition references a pending summary judgment motion
15 which they filed December 15, 2020, months before the discovery cutoff. This
16 was after Defendants failed to timely disclose an expert, instead seeking to extend
17 the discovery deadline for doing so, which was granted over Plaintiff’s objections.

18 Plaintiff needs the requested information to respond to Defendants’
19 summary judgment motion, and have filed a countermotion pursuant to NRCP
20 56(f). This Motion to Compel deals solely with discovery issues and why
21 Defendants set forth their version of facts in a contested pending motion is a
22 mystery and solely intended to confuse and waste time, and unnecessarily
23 increase the costs of litigating this case.

24 REQUESTS TO DEFENDANT INVESTPRO MANAGER LLC

26 INVESTPRO MANAGER LLC “presented” the Flipping Fund. INVESTPRO
27 INVESTMENTS I, LLC is also part of the Flipping Fund. [Exhibit 6]

28 Defendants Kenny Lin aka Zhong Lin and Man Chau Cheng are the

1 managers of INVESTPRO MANAGER LLC . [Exhibit 7]

2 INVESTPRO MANAGER LLC managed INVESTPRO INVESTMENTS I
3 LLC, the Flipping Fund, and also managed the renovation project of the Subject
4 Property prior to the sale of the Subject Property to Plaintiff. [Exhibit 1, 3:16-19]

5 The requested discovery is solely in the possession of Defendants, is
6 relevant information to the pending case, and should be provided. Plaintiff's
7 motion will not be restated, but as to the timing and specificity of the requests,
8 Plaintiff limited its inquiry to the duration of ownership of the subject property
9 [September, 2015] until either January, 2019 [Requests 20 through 23, and 28
10 through 32], a month after this lawsuit was filed, or July, 2018 [Requests 24, 26
11 and 27].

12 Inquiry into INVESTPRO MANAGER LLC are relevant.

13
14 REQUESTS TO DEFENDANT INVESTPRO INVESTMENTS I, LLC

15
16 INVESTPRO INVESTMENTS I, LLC is part of the Flipping Fund. [Exhibit 6]
17 Plaintiff seeks corporate documents and communications between other
18 defendants from August, 2015 [when TKNR, Inc purchased the Subject Property]
19 through January 31, 2019.
20

21 CONCLUSION

22
23
24 Plaintiff's Motion to Compel discovery should be granted and Defendants'
25 Countermotions denied.
26

27 /s/ Benjamin B. Childs, Sr.

28 BENJAMIN B. CHILDS, Sr. ESQ.
NEVADA BAR # 3946
Attorney for Plaintiff/Counterdefendant

1 Exhibits

2 6 Flipping Fund promotional literature

3 7 INVESTPRO MANAGER LLC from Nevada Secretary of State

4
5 CERTIFICATE OF ELECTRONIC SERVICE

6
7 This REPLY TO OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL
8 DISCOVERY AND FOR IMPOSITION OF SANCTIONS re: INVESTPRO
9 MANAGER LLC- Second Request for Production of Documents and INVESTPRO
10 INVESTMENTS I, LLC - Request for Production of Documents , with
11 attachments, was served through the Odyssey File and Serve system on filing.
12 Electronic service is in place of service by mailing.

13 /s/ Benjamin B. Childs, Sr.

14

BENJAMIN B. CHILDS, Sr. ESQ.

15 NEVADA BAR # 3946
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

Flipping Fund Iv - InvestPro Realty

[Statement]



FLIPPING FUND
INVESTPRO INVESTMENTS I LLC
PRESENT BY INVESTPRO MANAGER LLC



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

InvestPro REALTY 恆興地產



1. 周期: 1-3 年。
2. 投资门槛: 最少\$5万, 每股\$1000。
2. 用途: 在拉斯维加斯短炒住宅。
3. 回报: 每年先付8%的红利, 按季度付, 然后在所有本金收回后, 纯利润的75%给投资人, 25%给管理公司。
5. 退出: 头12 个月不可退出, 过后可以自行买卖或由公司买回。

截止日期: 2015年12月31日

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

CLOSE OUT DATE: DEC. 31,2015



WHAT's FLIPPING FUND?

所谓 | 短炒基金

FLIPPING FUND IS ESTABLISHED BY INVESTPRO INVESTMENTS FOUNDATION. THE FUND WILL BE INVESTED ON PURCHASING VALUE INCREASING REAL ESTATES IN LAS VEGAS. ONCE REACHED THE TERM, THE PROPERTY WILL BE SOLD OUT. PROFITS WILL BE PUT BACK INTO THE FUND FOR INVESTING ANOTHER PROPERTY.

「短炒基金」是由恒

兴投资基金建立的一个投资资金池，用于在拉斯维加斯买入预期升值的房产项目。短期获利后，迅速抛售套现离场，所获利资金再次用于投资其他相似房产项目，以此循环获利。

InvestPro Investment Foundation | 3553 S Valley View Blvd, Las Vegas, NV 89103 | P: +1 (702) 997-3832 | F: +1 (702) 997-3836 | www.investprorealty.net



04

案例分析
SUCCESSFUL PROJECTS

06

已运作项目
PROJECT LIST

09

短炒周期
FLIPPING TERM

10

资金分配
INVESTMENTS & EXPENSES

11

投资回报
PRO FORMA

InvestPro Investment Foundation | 3553 S Valley View Blvd, Las Vegas, NV 89103 | P: +1 (702) 997-3832 | F: +1 (702) 997-3836 | www.investprorealty.net

案例分析 SUCCESSFUL PROJECTS

4320 NOLAN LN

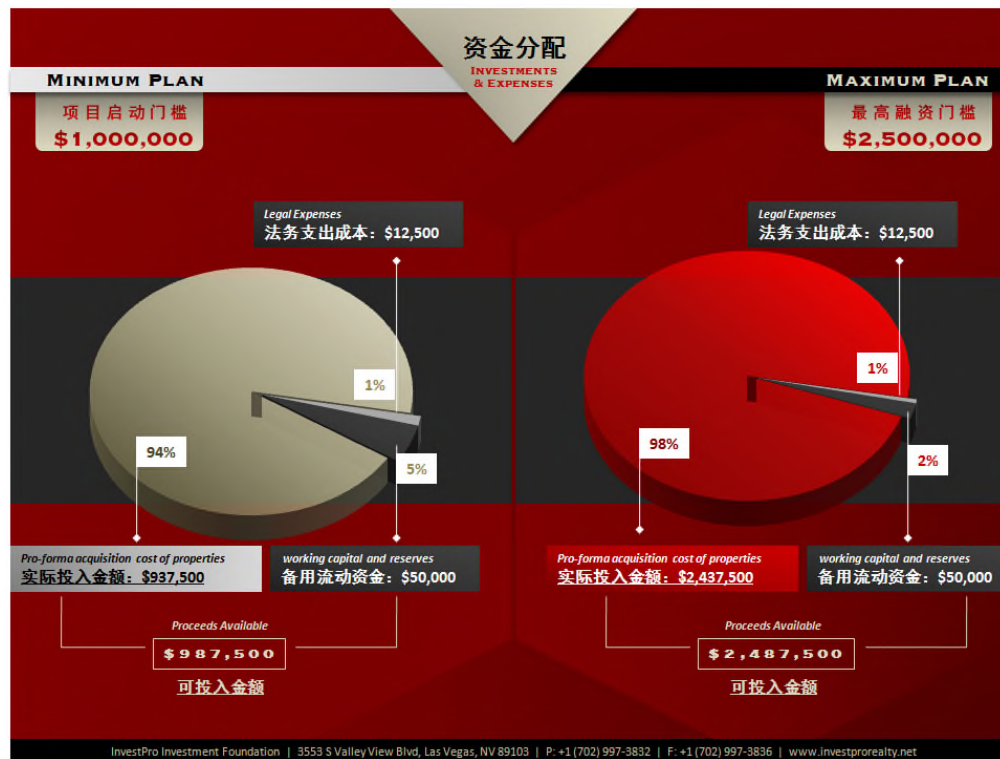
LAS VEGAS NV

03/02
2015

102天/DAY

06/12
2015

增值 INCREASE IN VALUE
\$55,500.00





相关政策

TERMS & CONDITIONS

1. 周期: 1-3 年。
2. 投资门槛: 最少\$5万, 每股\$1000。
2. 用途: 在拉斯维加斯短炒住宅。
3. 回报: 每年先付8%的红利, 按季度付, 然后在所有本金收回后, 纯利润的75%给投资人, 25%给管理公司。
5. 退出: 头12 个月不可退出, 过后可以自行买卖或由公司买回。

截止日期: 2015年12月31日

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

CLOSE OUT DATE: DEC. 31,2015

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



CONTACT
联系我们



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



恆興地產

Share this with your friends:

([/#facebook](#))

([/#twitter](#))

([/#google_plus](#))

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



Recent Posts

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

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

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

在美国留学, 这7条红线千万不能碰!
(<http://investprorealty.net/%e5%9c%a8%e7%be%8e%e5%9b%bd%e7%95%99%e5%ad%a6-%e8%bf%997%e6%9d%a1%e7%ba%a2%e7%ba%bf%e5%8d%83%e4%b8%87%e4%b8%8d%e8%83%bd%e7%a2%b0/>)

在美国买房宜早规划财务, 这三种买家尤其要注意!
(<http://investprorealty.net/%e5%9c%a8%e7%be%8e%e5%9b%bd%e4%b9%b0%e6%88%bf%e5%ae%9c%e6%97%a9%e8%a7%84%e5%88%92%e8%b4%a2%e5%8a%a1%ef%bc%8c%e8%bf%99%e4%b8%89%e7%a7%8d%e4%b9%b0%e5%ae%b6%e5%b0%a4%e5%85%b6%e8%a6%81%e6%b3%a8%e6%84%8f-2/>)

Categories

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

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

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

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

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

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

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

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

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

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

Meta

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

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

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

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

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

InvestPro Realty
3553 S Valley View Blvd
Las Vegas NV 89103

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

Office phone: 702-997-3832
Fax: 702-997-3836
Fax: 866-782-3075
Email: info@investprorealty.net
Hours: Mon – Fri 9:00 AM – 6: 00PM
Closed Saturday & Sunday

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

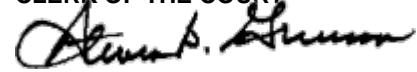
ENTITY INFORMATION**ENTITY INFORMATION****Entity Name:** INVESTPRO MANAGER LLC**Entity Number:** E0372322015-8**Entity Type:** Domestic Limited-Liability
Company (86)**Entity Status:** Active**Formation Date:** 08/04/2015**NV Business ID:** NV20151464172**Termination Date:** Perpetual**Annual Report Due Date:** 8/31/2021**Series LLC:** ☐**Restricted LLC:** ☐**REGISTERED AGENT INFORMATION****Name of Individual
or Legal Entity:** ZHONG LIN**Status:** Active**CRA Agent Entity
Type:****Registered Agent Type:** Non-Commercial Registered
Agent

NV Business ID:**Office or Position:****Jurisdiction:****Street Address:** 3553 S VALLEY VIEW BLVD,
LAS VEGAS, NV, 89103, USA**Mailing Address:****Individual with
Authority to Act:****Fictitious Website
or Domain Name:****OFFICER INFORMATION**☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
Manager	ZHONG LIN	3601 W Sahara Ave ste 207, Las Vegas, NV, 89102, USA	06/21/2020	Active
Manager	MAN CHAU CHENG	3601 W Sahara ave Ste 207, Las Vegas, NV, 89102, USA	06/21/2020	Active

Page 1 of 1, records 1 to 2 of 2

[Filing History](#)[Name History](#)[Mergers/Conversions](#)[Return to Search](#)[Return to Results](#)



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 : March 11, 2021

SUPPLEMENT TO PLAINTIFF'S REPLY TO OPPOSITION TO
COUNTERMOTIONS

The March 2, 2021 hearing before the Discovery Commissioner on
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 resulted in a report and recommendation for
Defendants to supplement a combined 23 production of documents. Exhibit 10
is the minute order and the draft Report and Recommendation was forwarded by

1 Plaintiff's counsel on March 2, 2021.

2 The motions set for hearing on March 4, 2021 [PLAINTIFF'S MOTION TO
3 COMPEL DISCOVERY AND FOR IMPOSITION OF SANCTIONS re:
4 INVESTPRO MANAGER LLC- Second Request for Production of Documents and
5 INVESTPRO INVESTMENTS I, LLC - Request for Production of Documents]
6 and on March 11, 2021 [PLAINTIFF'S MOTION TO COMPEL DISCOVERY AND
7 FOR IMPOSITION OF SANCTIONS re: MAN CHAU CHENG - Answers to
8 Interrogatories and INVESTPRO INVESTMENTS I, LLC - Answers to
9 Interrogatories] were resolved by counsel and the hearings vacated. 21 additional
10 production and response to interrogatories from Defendants were agreed upon
11 [Exhibit 11 is the email from defense counsel].
12

13 Finally, Kenny Lin failed to appear at his deposition which was scheduled
14 for March 1, 2021. Defense counsel didn't even appear to make a record about
15 the non-appearance. Mr. Lin is the key person on many levels in this case.
16 When provided with the zoom information for the deposition, Defense counsel
17 unconvincingly sent emails that they were unaware. It's noted that the prior Reply
18 filed by Plaintiff on February 16, 2021 expressly reference Mr. Lin's deposition
19 being scheduled for March 1, 2021. Exhibit 12 is the deposition transcript with
20 exhibits.
21

22 This Supplement is meant to update the Court before the hearing on the
23 status of discovery prior to the motion hearing. It would be prejudicial to grant
24 summary judgment to Defendants on any level when they have failed to provide
25 discovery that was requested in November, 2020.
26
27

28 /s/ Benjamin B. Childs, Sr.

29 _____
30 BENJAMIN B. CHILDS, Sr.
31 Nevada Bar # 3946
32 Attorney for Plaintiff

1
2 Exhibits

3 10 Minute order from Discovery Commissioner's March 2, 2021 hearing

4 11 Email dated March 3, 2021 resolving outstanding discovery from
5 Defendants

6 12 Lin March 1, 2021 deposition transcript with exhibits

7 CERTIFICATE OF ELECTRONIC SERVICE

8
9 This SUPPLEMENT TO PLAINTIFF'S REPLY TO OPPOSITION TO
10 COUNTERMOTIONS, with attachments, was served through the Odyssey File
11 and Serve system. Electronic service is in place of service by mailing.
12

13 /s/ Benjamin B. Childs, Sr.
14

15

BENJAMIN B. CHILDS, Sr. ESQ.
16 NEVADA BAR # 3946
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

EXHIBIT 10 EXHIBIT 10

EXHIBIT 10 EXHIBIT 10

Other Real Property

COURT MINUTES

March 02, 2021

A-18-785917-C W L A B Investment LLC, Plaintiff(s)
vs.
TKNR Inc, Defendant(s)

March 02, 2021 10:00 AM Plaintiff's Motion to Compel Discovery and for Imposition of
Sanctions re: TKNR - Request for Production of Documents, Chi
Wong - Request for Production of Documents and Investpro LLC
- Request for Production of Documents on OST

HEARD BY: Truman, Erin

COURTROOM: RJC Level 5 Hearing Room

COURT CLERK: Lott, Jennifer

RECORDER: Haak, Francesca

REPORTER:

PARTIES PRESENT:

Benjamin B. Childs, ESQ

Attorney for Plaintiff

Michael B. Lee

Attorney for Defendant

JOURNAL ENTRIES

Frank Maio present.

Arguments by counsel. The Motion for Summary Judgment, or in the alternative, Partial Summary Judgment is set 3-11-2021. Commissioner FINDS there was a misunderstanding, and objections will STAND. Discovery closes today. Upon Commissioner's inquiry, Mr. Lee stated there is no Motion pending to extend the discovery deadlines. As the claims currently stand, Commissioner allowed the discovery to go forward. COMMISSIONER RECOMMENDED, motion is GRANTED IN PART and DENIED IN PART; DENIED as to an award of sanctions.

TKNR

COMMISSIONER RECOMMENDED, RFP 22 supplemental responses are COMPELLED from Deft; RFP 23 is PROTECTED; RFP 24 objection STANDS; RFP 25 identify and produce documents, receipts, and expenses paid for the property during the relevant timeframe; RFP 26 and 27 identify specific bates ranges in 16.1 documents that support Deft's position; RFP 28 is PROTECTED, and limited to communications between TKNR and InvestPro for the subject property from 2015 to 2018; RFP 29 similarly limited for the same time period.

CHI WONG

COMMISSIONER RECOMMENDED, RFP 1 through 6 communications limited to any and all documents for the subject property from 2015 to 2018; RFP 7 clarify and give bates numbers in Deft's possession, custody, or control; RFP 8 as Directed on the record; RFP 9 is PROTECTED; RFP 10 produce documents relevant to what ownership interest Deft has.

INVESTPRO LLC

COMMISSIONER RECOMMENDED, RFP 1 repairs, maintenance, or modifications made from August 2015 to July 31, 2018 at the subject property; RFP 2 is more appropriate for an Interrogatory; RFP 2 and 3 are PROTECTED; RFP 4 supplement required; RFP 5 further supplement required; RFP 6 is PROTECTED; RFP 7 is COMPELLED; RFP 8 is limited to

allow communications, Contracts, instructions, and agreements (further response is required); RFP 11 is allowed limited to the subject property for the timeframe, to the extent it exists; RFP 12 is COMPELLED, and supplement; RFP 13, 14, 15, 16, 17, and 18 must be supplemented.

Commissioner will be as consistent as the Commissioner can be on additional Motions. Commissioner Directed counsel to conduct an additional 2.34 conference to resolve any issues in the upcoming Motions based on the rulings given today. If issues are unresolved, the Motions will remain on calendar. COMMISSIONER RECOMMENDED, Countermotion for Protection is GRANTED IN PART and DENIED IN PART as stated.

Mr. Childs to prepare the Report and Recommendations, and Mr. Lee to approve as to form and content. Comply with Administrative Order 20-10, and submit the DCRR to DiscoveryInbox@clarkcountycourts.us. A proper report must be timely submitted within 14 days of the hearing. Otherwise, counsel will pay a contribution.

EXHIBIT 11 EXHIBIT 11

EXHIBIT 11 EXHIBIT 11

2.34 Conference re: Discovery Responses

Michael Matthis <matthis@mblnv.com>

Wed 3/3/2021 2:43 PM

To: Ben Childs <ben@benchilds.com>

Cc: Mike Lee <mike@mblnv.com>

Mr. Childs,

Please see the following breakdown of my understanding regarding the 2.34 conference held earlier today. Defendants agree to supplement their respective responses as follows:

Management RPD

20: will supplement, if any
21-24, 28-32: limit to communications, contracts, agreements regarding subject property, will supplement with respect to limitation
25: will supplement, if any
26, 27: will supplement, or advise if no more documents

Investments RPD

1: will supplement if any
2-3, 9-12: limit to communications, contracts, agreements regarding subject property, will supplement with respect to limitation
4: will supplement
5: limit to subject property related to habitability, maintenance or sale, will supplement with respect to limitation
6-7: Plaintiff concedes (Denied)
8: will supplement, if any

Cheng ROGS

1: will supplement
2: will supplement
3: answered
4: answered
5: Denied
6: answered
7: answered
8: no request made
9: will supplement

Investments ROGS

1: will supplement
2: will supplement
3: will supplement
4: will supplement
5: will supplement

- 6: Denied
- 7: will supplement with specific reference to name of witnesses
- 8: answered
- 9: will supplement
- 10: answered
- 11: supplement
- 12: duplicative to RPD 8
- 13: limit to subject property, will supplement

Defendants will provide verifications with the supplemental responses.

Let me know if there is anything I missed or that I may have misstated.

Sincerely,
Mike Matthis, Esq.

matthis@mblnv.com



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

Main Line: 702.477.7030 Fax: 702.477.0096

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 matthis@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 12 EXHIBIT 12

EXHIBIT 12 EXHIBIT 12

WLAB Investment, LLC vs TKNR, Inc, et al

Nonappearance of

ZHONG KENNY LIN

March 1, 2021



702.8Rocket (702.876.2538)
www.RocketReporters.com

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC)	
)	
Plaintiff/Counterdefendant)	
)	
vs.)	CASE NO A-18-785917-C
)	DEPT. NO: 14
TKNR, INC, a California)	
Corporation, and CHI ON WONG aka)	
CHI KUEN WONG, an individual, and)	
ZHONG KENNY LIN aka KENNY ZHONG)	
LIN aka KEN ZHONG LIN aka KENNETH)	
ZHONG LIN, aka WHONG K.LIN aka)	
CHONG KENNY LIN aka ZHONG LIN, an)	
individual, and LIWE HELEN CHEN)	
aka HELEN CHEN, an individual and)	
YAN QIU ZHANG, an individual, and)	
INVESTPRO LLC dba INVESTPRO)	
REALTY, a Nevada Limited Liability)	
Company, and MAN CHAU CHENG, an)	
individual, and JOYCE A.)	
NICKRANDT, an individual and)	
INVESTPRO INVESTMENTS I LLC, a)	
Nevada Limited Liability Company,)	
and INVESTPRO MANAGER LLC, a)	
Nevada Limited Liability Company,)	
and Does 1 through 15 and Roe)	
Corporations, I - XXX)	
)	
Defendants/Counterclaimants)	

PROPOSED VIDEOCONFERENCE DEPOSITION OF ZHONG KENNY LIN

Henderson, Nevada

March 1, 2021
1:00 p.m. (PST)

REPORTED BY:
MICHAEL A. BOULEY, RDR
NVCCR #960

<p>1 PROPOSED VIDEOCONFERENCE DEPOSITION OF ZHONG KENNY LIN, 2 was taken on March 1, 2021, at 1:20 p.m. from Henderson, 3 Nevada, before Michael A. Bouley, RDR, Nevada Certified 4 Court Reporter No. 960. 5 6 APPEARANCES: 7 On Behalf of the Plaintiff/Counterdefendant 8 9 By: Mr. Benjamin B. Childs, Esq. 10 318 S. Maryland Parkway 11 Las Vegas, Nevada 89101 12 (702) 251-0000 13 ben@benchilds.com. 14 15 Also present: 16 Mr. Frank Miao 17 18 19 20 21 22 23 24 25</p>	<p>page 2</p> <p>1 MR. CHILDS: This is the time and date for the 2 deposition of Kenny, K-E-N-N-Y, new word, Zhong, 3 Z-H-O-N-G, new word, Lin, L-I-N, defendant. And it was 4 set for 1:00 o'clock on March 1st. It's now 1:20 on 5 March 1st, and I have had email communications with 6 opposing party claiming that he didn't have notice of it. 7 And so I am making a record, nonappearance even 8 by the attorney, and he did get the Zoom email that I got 9 from the court reporter. I forwarded that to him this 10 morning. 11 There are two exhibits, the email chain and the 12 notice of deposition. 13 (Exhibits 1 and 2 marked for identification.) 14 (Proceedings concluded at 1:21 p.m.) 15 16 * * * * * 17 18 19 20 21 22 23 24 25</p> <p>page 4</p>
<p>1 INDEX 2 PAGE 3 4 Record made by Mr. Childs 4 5 6 EXHIBITS 7 NUMBER DESCRIPTION PAGE 8 Exhibit 1 Notice of Deposition 4 9 Exhibit 2 Email chain 4 10 Exhibit 3 Odyssey Receipt 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>page 3</p> <p>1 BE IT KNOWN that the foregoing proceedings were 2 taken before me; that the witness before testifying was 3 duly sworn to testify to the whole truth; that the 4 foregoing pages are a full, true and accurate record of 5 the proceedings, all done to the best of my skill and 6 ability; that the proceedings were taken down by me in 7 stenographic shorthand and thereafter reduced to print 8 under my direction. 9 I CERTIFY that I am in no way related to any of 10 the parties hereto, nor am I in any way interested in the 11 outcome thereof. 12 13 14 15 () Review and signature was requested. 16 () Review and signature was waived. 17 (X) Review and signature was not requested. 18 19 20 21 22 23 24 25</p> <p>page 5</p> <p>Michael A. Bouley Michael A. Bouley, RDR Nevada Certified Reporter, #960</p>

Exhibits	4	Bouley 2:3 5:20	Esq 2:8	4:2
Lin Ex 1 3:8	4 3:4,8,9	C	even 4:7	Kenny 2:1 4:2
Lin Ex 2 3:9	7	Certified 2:3 5:21	Exhibit 3:8,9,10	KNOWN 5:1
Lin Ex 3 3:10	702 251-0000 2:10	CERTIFY 5:9	exhibits 3:6 4:11,13	L
#	8	chain 3:9 4:11	F	L-I-N 4:3
#960 5:21	89101 2:9	Childs 2:8 3:4 4:1	foregoing 5:1,4	Las 2:9
(9	claiming 4:6	forwarded 4:9	Lin 2:1 4:3
(X) 5:17	960 2:4	communications 4:5	Frank 2:14	M
1	A	concluded 4:14	full 5:4	made 3:4
1 3:8 4:13	ability 5:6	court 2:4 4:9	G	making 4:7
1:00 4:4	accurate 5:4	D	get 4:8	March 2:2 4:4,5
1:20 2:2 4:4	all 5:5	date 4:1	got 4:8	marked 4:13
1:21 4:14	APPEARANCES 2:6	defendant 4:3	H	Maryland 2:9
1st 4:4,5	attorney 4:8	deposition 2:1 3:8 4:2,12	Henderson 2:2	Miao 2:14
2	B	DESCRIPTION 3:7	hereto 5:10	Michael 2:3 5:20
2 3:9 4:13	before 2:3 5:2	direction 5:8	I	morning 4:10
2021 2:2	Behalf 2:7	done 5:5	identification 4:13	N
3	ben@benchilds.com. 2:10	down 5:6	INDEX 3:1	Nevada 2:3,9 5:21
3 3:10	Benjamin 2:8	duly 5:3	interested 5:10	new 4:2,3
318 2:9	best 5:5	E	K	nonappearance 4:7
		email 3:9 4:5,8,11	K-E-N-N-Y	nor 5:10
				notice

3:8 4:6,12	record 3:4 4:7 5:4	two 4:11	
NUMBER 3:7	reduced 5:7	U	
O	related 5:9	under 5:8	
o'clock 4:4	reporter 2:4 4:9 5:21	V	
Odyssey 3:10	requested 5:15,17	Vegas 2:9	
opposing 4:6	Review 5:15,16,17	VIDEOCONFERENC E 2:1	
outcome 5:11	S	W	
P	set 4:4	waived 5:16	
p.m. 2:2 4:14	shorthand 5:7	whole 5:3	
pages 5:4	signature 5:15,16,17	with 4:5	
Parkway 2:9	skill 5:5	witness 5:2	
parties 5:10	stenographic 5:7	word 4:2,3	
party 4:6	sworn 5:3	Z	
Plaintiff/ counterdefendant 2:7	T	Z-H-O-N-G 4:3	
present 2:13	testify 5:3	Zhong 2:1 4:2	
print 5:7	testifying 5:2	Zoom 4:8	
proceedings 4:14 5:1,5,6	thereafter 5:7		
PROPOSED 2:1	thereof 5:11		
R	time 4:1		
RDR 2:3 5:20	true 5:4		
Receipt 3:10	truth 5:3		

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

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

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

NOTICE OF DEPOSITION

TO : 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 and his
attorney Michael Lee, Esq.

PLEASE TAKE NOTICE that on Monday March 1, 2021, at 1:00 PM Plaintiff will take
the deposition recorded by audio or audiovisual or stenographic means of 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, upon oral examination, pursuant to Rules 26
and 30 of the Nevada Rules of Civil Procedure, before a Notary Public, or before some other
officer authorized to administer oaths. The deposition is to be taken by Zoom [Covid-19
protocol].

EXHIBIT

1

Page 1 of 2

1195

1 Oral examination will continue from day to day until completed. You are invited to
2 attend and cross-examine.

3
4 /s/ Benjamin B. Childs
5 BENJAMIN B. CHILDS, ESQ.
6 Nevada Bar No. 3946
7 Attorney for Plaintiff/Counterdefendant

8
9 CERTIFICATE OF ELECTRONIC SERVICE

10 This Notice of Deposition was served through the Odyssey File and Serve system to
11 opposing counsel. . Electronic service is in place of service by mailing.

12 /s/ Benjamin B. Childs

13 BENJAMIN B. CHILDS, ESQ.
14 Nevada Bar # 3946

Re: Zoom info for dep today**Ben Childs** <ben@benchilds.com>

Mon 3/1/2021 12:50 PM

To: Mike Lee <mike@mblnv.com>

I'll make a record and send you the bill.

Plus, presumptively you'll vacate the SJ hearing as obviously I haven't been able to complete discovery.

BENJAMIN B. CHILDS, ESQ.

318 S. Maryland Parkway

Las Vegas, NV 89101

(702) 251 0000

Fax 385 1847

ben@benchilds.com

Important Notice: Privileged and/or confidential information, including attorney-client communication may be contained in this message. This message is intended only for the individual directed. Any dissemination, transmission, distribution, copying or other use, or taking any action in reliance on this message by persons or entities other than the intended recipient is prohibited and illegal. If you receive this message in error, please delete. Nothing herein is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

From: Mike Lee <mike@mblnv.com>**Sent:** Monday, March 1, 2021 12:34 PM**To:** Ben Childs <ben@benchilds.com>**Cc:** mike@mblnv.com <mike@mblnv.com>; 'Michael Matthis' <matthis@mblnv.com>**Subject:** Re: Zoom info for dep today

I'm not available at that time.

I don't have an issue with the depo being preserved, so you can take it after the close of discovery.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Ben Childs <ben@benchilds.com>**Date:** 3/1/21 12:21 PM (GMT-08:00)**To:** Mike Lee <mike@mblnv.com>**Cc:** 'Michael Matthis' <matthis@mblnv.com>**Subject:** Re: Zoom info for dep today**EXHIBIT**2

1197

exhibitstick.com

I can't do that because the discovery cutioff is tomorrow and I have a hearing before the NRED.
Can Lin be available at 3 today?

From: Mike Lee <mike@mblnv.com>
Sent: Monday, March 1, 2021 11:48 AM
To: Ben Childs <ben@benchilds.com>
Cc: mike@mblnv.com <mike@mblnv.com>; 'Michael Matthis' <matthis@mblnv.com>
Subject: Re: Zoom info for dep today

I haven't had a chance to confirm with Lin. Can you give me some dates to reschedule and I will check with him? I'll waive the 15 day notice.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Ben Childs <ben@benchilds.com>
Date: 3/1/21 11:33 AM (GMT-08:00)
To: mike@mblnv.com
Cc: 'Michael Matthis' <matthis@mblnv.com>
Subject: Re: Zoom info for dep today

Today at 1

BENJAMIN B. CHILDS, ESQ.
318 S. Maryland Parkway
Las Vegas, NV 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com

Important Notice: Privileged and/or confidential information, including attorney-client communication may be contained in this message. This message is intended only for the individual directed. Any dissemination, transmission, distribution, copying or other use, or taking any action in reliance on this message by persons or entities other than the intended recipient is prohibited and illegal. If you receive this message in error, please delete. Nothing herein is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

From: mike@mblnv.com <mike@mblnv.com>
Sent: Monday, March 1, 2021 11:29 AM
To: Ben Childs <ben@benchilds.com>
Cc: 'Michael Matthis' <matthis@mblnv.com>
Subject: RE: Zoom info for dep today

I only received a notice of deposition for Wong. I never got it the Lin deposition. When did you have it set for?

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: Ben Childs <ben@benchilds.com>
Sent: Monday, March 1, 2021 11:00 AM
To: mike@mblnv.com
Cc: 'Michael Matthis' <matthis@mblnv.com>
Subject: Re: Zoom info for dep today

Just Wong, not Lin's

BENJAMIN B. CHILDS, ESQ.
318 S. Maryland Parkway
Las Vegas, NV 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com

Important Notice: Privileged and/or confidential information, including attorney-client communication may be contained in this message. This message is intended only for the individual directed. Any dissemination, transmission, distribution, copying or other use, or taking any action in reliance on this message by persons or entities other than the intended recipient is prohibited and illegal. If you receive this message in error, please delete. Nothing herein is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

From: mike@mblnv.com <mike@mblnv.com>
Sent: Monday, March 1, 2021 10:56 AM
To: Ben Childs <ben@benchilds.com>
Cc: 'Michael Matthis' <matthis@mblnv.com>
Subject: RE: Zoom info for dep today

You vacated the deposition.

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: Ben Childs <ben@benchilds.com>

Sent: Monday, March 1, 2021 8:16 AM

To: mike@mblnv.com

Subject: Fw: Zoom info for dep today

I will forward the exhibits in a few

BENJAMIN B. CHILDS, ESQ.

318 S. Maryland Parkway

Las Vegas, NV 89101

(702) 251 0000

Fax 385 1847

ben@benchilds.com

Important Notice: Privileged and/or confidential information, including attorney-client communication may be contained in this message. This message is intended only for the individual directed. Any dissemination, transmission, distribution, copying or other use, or taking any action in reliance on this message by persons or entities other than the intended recipient is prohibited and illegal. If you receive this message in error, please delete. Nothing herein is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

From: Calendar at Rocket Reporters <calendar@rocketreporters.com>

Sent: Monday, March 1, 2021 8:12 AM

To: Ben Childs <ben@benchilds.com>

Subject: RE: Zoom info for dep today

Rocket Reporters II is inviting you to a scheduled Zoom meeting.

Topic: Depo of Zhong Kenny Lin - WLAB Investments vs. TKNR, Job# 104814

Time: Mar 1, 2021 01:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

[https://us02web.zoom.us](https://us02web.zoom.us/j/88258560729?pwd=eUp1SXZmQVFodTI1dDJLSWd6bHFFHUT09)

[/j/88258560729?pwd=eUp1SXZmQVFodTI1dDJLSWd6bHFFHUT09](https://us02web.zoom.us/j/88258560729?pwd=eUp1SXZmQVFodTI1dDJLSWd6bHFFHUT09)

Meeting ID: 882 5856 0729

Passcode: 062769

One tap mobile

+12532158782,,88258560729#,,,,*062769# US (Tacoma)

+13462487799,,88258560729#,,,,*062769# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

1200

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 882 5856 0729

Passcode: 062769

Find your local number: <https://us02web.zoom.us/j/kw2yo3Sfo>

YES we are available during the Covid-19 outbreak. We are answering phone calls and emails routinely.

YES we can host remote depositions! Give us a call to find out how.

Please note our new address

Joene Conrad & Savannah Celestino

6070 S. Eastern Avenue, Suite 200

Las Vegas, Nevada 89119

~ and ~

18012 Cowan, Suite 200

Irvine, CA 92614

702-8ROCKET (702.876.2538)

----- Original Message -----

Subject: Zoom info for dep today

From: Ben Childs <ben@benchilds.com>

Date: Mon, March 01, 2021 6:55 am

To: "calendar@rocketreporters.com" <calendar@rocketreporters.com>

Do you have zoom info?

Sent from my iPhone. Please forgive any spelling errors.

Case # A-18-785917-C - W L A B Investment LLC, Plaintiff(s)vs.TKN

Envelope Information

Envelope Id

7392761

Submitted Date

2/12/2021 10:09 AM PST

Submitted User Name

ben@benchilds.com

Case Information

Location

Department 14

Category

Civil

Case Type

Other Real Property

Case Initiation Date

12/11/2018

Case #

A-18-785917-C

Assigned to Judge

Escobar, Adriana

Filings

Filing Type

EFileAndServe

Filing Code

Notice of Entry of Order - NEOJ (CIV)

Filing Description

NOTICE OF ENTRY OF ORDER
SHORTENING TIME - 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.

Filing on Behalf of

W L A B Investment LLC

Filing Status

Accepted

Accepted Date

2/12/2021 10:15 AM PST

Accept Comments

Auto Review Accepted

**Lead Document**

File Name	Security	Download
-----------	----------	----------



1202

Public Filed Document

MotCompel0211211of3NEO.pdf

Original File
Court Copy**eService Details**

Status	Name	Firm	Served	Date Opened
Sent	BENJAMIN B CHILDS		Yes	2/12/2021 10:14 AM PST
Sent	Michael Matthis	Michael B. Lee, P.C.	Yes	Not Opened
Sent	Michael Lee	Michael B. Lee, PC	Yes	2/12/2021 10:27 AM PST

Filing Type

EFileAndServe

Filing Code

Notice of Entry of Order - NEOJ (CIV)

Filing Description

NOTICE OF ENTRY OF ORDER re
PLAINTIFF'S MOTION TO COMPEL
DISCOVERY AND FOR IMPOSITION OF
SANCTIONS re: INVESTPRO MANAGER
LLC- Second Request for Production of
Documents and INVESTPRO
INVESTMENTS I, LLC - Request for
Production of Documents.

Filing on Behalf of

W L A B Investment LLC

Filing Status

Accepted

Accepted Date

2/12/2021 10:15 AM PST

Accept Comments

Auto Review Accepted

Lead Document**File Name**

MotCompel0211212of3NEO.pdf

Security

Public Filed Document

DownloadOriginal File
Court Copy**eService Details**

Status	Name	Firm	Served	Date Opened
Sent	Michael Matthis	Michael B. Lee, P.C.	Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Michael Lee	Michael B. Lee, PC	Yes	2/12/2021 10:26 AM PST
Sent	BENJAMIN B CHILDS		Yes	Not Opened

Filing Type

EFileAndServe

Filing Code

Notice of Entry of Order - NEOJ (CIV)

Filing Description

NOTICE OF ENTRY OF ORDER
SHORTENING TIME re PLAINTIFF'S
MOTION TO COMPEL DISCOVERY
AND FOR IMPOSITION OF SANCTIONS
re: MAN CHAU CHENG - Answers to
Interrogatories and INVESTPRO
INVESTMENTS I, LLC - Answers to
Interrogatories.

Filing on Behalf of

W L A B Investment LLC

Filing Status

Accepted

Accepted Date

2/12/2021 10:15 AM PST

Accept Comments

Auto Review Accepted

Lead Document

File Name	Security	Download
MotCompel0211213of3NEO.pdf	Public Filed Document	Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Michael Lee	Michael B. Lee, PC	Yes	2/12/2021 10:26 AM PST
Sent	Michael Matthias	Michael B. Lee, P.C.	Yes	Not Opened
Sent	BENJAMIN B CHILDS		Yes	Not Opened

Filing Type**Filing Code**

1204

Serve

Service Only

Filing Description

NOTICE OF DEPOSITION - Kenny Lin

Filing on Behalf of

W L A B Investment LLC

Filing Status

Served

Service Documents

File Name	Security	Download
DepNotice021221.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Michael Lee	Michael B. Lee, PC	Yes	Not Opened
Sent	Michael Matthis	Michael B. Lee, P.C.	Yes	3/1/2021 11:35 AM PST
Sent	BENJAMIN B CHILDS		Yes	2/16/2021 1:42 PM PST

Filing Type

Serve

Filing Code

Service Only

Filing DescriptionNOTICE OF DEPOSITION - Chi On
Wong**Filing on Behalf of**

W L A B Investment LLC

Filing Status

Served

Service Documents

File Name	Security	Download
DepNotice021221.pdf		Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Michael Lee	Michael B. Lee, PC	Yes	2/12/2021 10:21 AM PST
Sent	Michael Matthis	Michael B. Lee, P.C.	Yes	Not Opened
Sent	BENJAMIN B CHILDS		Yes	2/16/2021 1:41 PM PST

Parties with No eService

Name	Address
Chi On Wong	428 Carbonia Ave Walnut California 91789

Name	Address
Zhong Kenny Lin	

Name	Address
Investpro LLC	

Name	Address
Joyce A Nickrandt	

Name	Address
Liwe Helen Chen	

Name	Address
Man Chau Cheng	

Name	Address
Investpro Investments I LLC	

Name	Address
Investpro Manager LLC	

Name	Address
Yan Qiu Zhang	

Name	Address
John J. Savage	Holley Driggs Attn: John Savage, Esq 400 South Fourth Street, Third Floor Las Vegas Nevada 89101

Fees

Notice of Entry of Order - NEOJ (CIV)

Description	Amount
-------------	--------

1206

Filing Fee	\$0.00
Filing Total:	\$0.00

Notice of Entry of Order - NEOJ (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Notice of Entry of Order - NEOJ (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Service Only

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Service Only

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Transaction Amount	\$3.50		
Transaction Id	8505342		
Filing Attorney	Benjamin Childs, Sr.	Order Id	007392761-0
Transaction Response	Payment Complete		

Notification of Service for Case: A-18-785917-C, W L A B Investment LLC, Plaintiff(s)vs.TKNR Inc, Defendant(s) for filing Service Only, Envelope Number: 7392761

efilingmail@tylerhost.net <efilingmail@tylerhost.net>

Fri 2/12/2021 10:14 AM

To: Ben Childs <ben@benchilds.com>



Notification of Service

Case Number: A-18-785917-C

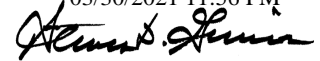
Case Style: W L A B Investment LLC, Plaintiff(s)vs.TKNR Inc,
Defendant(s)

Envelope Number: 7392761

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	A-18-785917-C
Case Style	W L A B Investment LLC, Plaintiff(s)vs.TKNR Inc, Defendant(s)
Date/Time Submitted	2/12/2021 10:09 AM PST
Filing Type	Service Only
Filing Description	NOTICE OF DEPOSITION - Kenny Lin
Filed By	Benajmin Childs
Service Contacts	Other Service Contacts not associated with a party on the case: Michael Lee (mike@mblnv.com) Michael Matthis (matthis@mblnv.com) W L A B Investment LLC: BENJAMIN CHILDS (ben@benchilds.com)

Document Details	
Served Document	Download Document 1208
This link is active for 30 days.	



CLERK OF THE COURT

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

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.

AND RELATED CLAIMS.

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

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

Date of Hearing: March 11, 2021
Time of Hearing: 9:30 a.m.

This matter being set for hearing before the Honorable Court on March 11, 2021 at 9:30
a.m., on Defendants' TKNR INC., CHI ON WONG aka CHI KUEN WONG, KENNY ZHONG
LIN, aka KEN ZHONG LIN aka KENNETH ZHONG LIN aka WHONG K. LIN aka CHONG
KENNY LIN aka ZHONG LIN, LIWE HELEN CHEN aka HELEN CHEN, YAN QIU
ZHANG, INVESTPRO LLC dba INVESTPRO REALTY, MAN CHAU CHENG, JOYCE A.
NICKRANDT, INVESTPRO INVESTMENTS LLC, and INVESTPRO MANAGER LLC,

(collectively, the “Defendants”), Motion for Summary Judgment, or in the Alternative, Partial Summary Judgment (“Motion”), by and through their attorney of record, MICHAEL B. LEE, P.C. Plaintiff W L A B INVESTMENT, LLC appeared on and through its counsel of record, DAY & NANCE. Defendants filed the Motion on December 15, 2020. Plaintiff filed an Opposition to the Motion (“Opposition”), Countermotion for Continuance Based on NRCP 56(f) (“56(f) Countermotion”), and Countermotion for Imposition of Monetary Sanctions (collectively, “Countermotion”) on December 29, 2020. On January 20, 2021, Defendants filed a Reply brief. On January 29, 2021, Defendants filed a Supplement (“Supplement”) to Defendants’ Motion for Summary Judgment. The Supplement included the deposition of Frank Miao (“Miao”), the designated person most knowledgeable for Plaintiff, from January 12, 2021. Plaintiff did not file a response to the Supplement. Mr. Miao attended the hearing.

After considering the pleadings of counsel, the Court enters the following order **GRANTING** the Motion, **DENYING** the 56(f) Countermotion, and Countermotion, and **GRANTING** attorneys’ fees and costs to Defendants pursuant to Nevada Rule of Civil Procedure 11:

Findings of Facts

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

1. 2132 Houston Drive, Las Vegas, NV 89104 (“Property”) was originally constructed in 1954. On or about August 11, 2017, Marie Zhu (“Zhu”), the original purchaser, executed a residential purchase agreement (“RPA”) for the Property. At all times relevant, Ms. Zhu and Mr. Miao, the managing member of Plaintiff, were sophisticated buyers related to “property management, property acquisition, and property maintenance.” The purchase price for the property was \$200,000.

2. Through the RPA, Ms. Zhu waived her due diligence, although she had a right to conduct inspections:

During such Period, Buyer shall have the right to conduct, non-invasive/non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning,

water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals.

3. Ms. Zhu did not cancel the contract related to any issues with the Property.

4. Under Paragraph 7(C) of the RPA, Ms. Zhu waived the Due Diligence condition.

Id. Under Paragraph 7(D) of the RPA, it provided:

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

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

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

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

////

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

8. On or before September 5, 2017, Ms. Zhu had issues related to the financing for the Property because of an appraisal, so Ms. Zhu executed a new purchase agreement, and would agree to pay the difference in an appraisal with a lower value than the purchase price, and waive inspections:

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

"Buyer agree to pay the difference in cash if appraisal come in lower than purchase price, not to exceed purchase price of \$200k"
I just send you the docs, please review and sign if you are agree.
Thank you!

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

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

10. Notably, although Ms. Zhu had not initialed the "Failure to Cancel or Resolve Objections" provision in the RPA, she initialed the corresponding provision in the 2nd RPA. This was consistent with Ms. Zhu's instructions to Ms. Chen. Ex. D. This is the second time that Ms. Zhu waived inspections for the Property despite the language in the 2nd RPA that strongly advised to get an inspection done.

11. As noted, Ms. Zhu waived any inspections related to the purchase of the Property in the 2nd RPA. Although Ms. Zhu had actual knowledge of the Seller's Disclosures, and the Parties agreed to extend the COE to January 5, 2018, Ms. Zhu still never did any professional inspections. Instead, she put down an additional \$60,000 as a non-refundable deposit to the TKNR. Moreover, she also agreed to pay rent in the amount of \$650 per month for one of the units, and to also pay the property manager \$800 for the tenant placement fee. Through

Addendum 2 to the 2nd RPA, Ms. Zhu later changed the purchaser to Plaintiff.

Deposition of Plaintiff's Person Most Knowledgeable – Mr. Miao

12. Since 2008, Mr. Miao, Ms. Zhu, and/or Plaintiff have been involved in the purchase of approximately twenty residential properties. In Clark County alone, Ms. Zhu and Mr. Miao were involved with the purchase of at least eight rental properties starting in 2014.

13. Plaintiff understands the importance of reading contracts.

14. Mr. Miao specified that he understands that he needs to check public records when conducting his due diligence.

15. Plaintiff was a sophisticated buyer who understood the necessity of getting properties inspected.

Requirement to Inspect was Known

16. In terms of the RPA were clear to Plaintiff.

17. 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.

18. 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 –
Supplement at 166:2-11.

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

22 Q. You had the right to inspect the
23 mechanical system; correct?
24 A. Right. Yes, yes.
25 Q. You had the right to inspect the
Page 167
1 electrical systems; correct?
2 A. I check the electrical system, yes.
3 Q. You had a right to inspect the plumbing
4 systems; correct?
5 A. Yes.
6 Q. You had the right to inspect the
7 heating/air conditioning system; correct?
8 A. Yes.

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

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

19. 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.

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

////

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

19 · · · A · · Yeah.

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

24 · · · A · · Yeah · Yeah.

25 · · · Q · · Okay · Then it goes on to say, "If any
Page 179

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

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

· 8 · · · A · · Yes, yes.

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

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

15 · · · A · · Yeah · After that time, yes.

16 *Id.* at 179:18-25-180:1-15.

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

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

22 22. As to all the properties purchased by Plaintiff, Mr. Miao always does the
23 inspections and does not believe a professional inspection is necessary. *Id.* at 116:2-9, 119:3-25,
24 140:5-10. Based on his own belief, he does not believe that a professional inspection is
25 necessary for multi-tenant residential properties. *Id.* at 120:6-9 (his own understanding), 120:16-
26 25 (second-hand information he received).

27 23. Notably, he does not have any professional license related to being a general
28 contractor, inspector, appraiser, or project manager. *Id.* at 123:5-16 (no professional licenses),
123:23-24 (no property management license), 169:7-14 (no licensed or bonded inspector),
171:23-25 (have not read the 1952 Uninformed Building Code), 172:17-19 (not an electrician),

1 172:23-25-1-16 (no general contractor license or qualified under the intentional building code),
2 174:13-23 (not familiar with the international residential code).

3 24. Mr. Miao has never hired a professional inspector in Clark County, *Id.* at 140:19-
4 21, so he does not actually know what a professional inspection would encompass here. *Id.* at
5 143:9-13, 144:8-19.

6 25. The main reason Plaintiff does not use a professional inspector is because of the
7 cost. *Id.* at 147:2-7.

8 26. On or about August 10, 2017, Mr. Miao did an inspection of the Property. *Id.* at
9 158:1-25-159:1-12. During that time, he admitted that he noticed some issues with the Property
10 that were not up to code, finishing issues, GFCI outlets¹, and electrical issues:

11 16 · · · A. · I looked at a lot of things. · For example,
12 17 like, the -- I point out some drywall is not
13 18 finished; right? · And the -- some of smoke alarm is
14 19 not -- is missing and -- which is law required to
15 20 put in for smoke alarm. · Then no carbon monoxide
16 21 alarm, so I ask them to put in.
17 22 · · · · · Then in the kitchen, lot of electrical,
18 23 the outlet is not a GFCI outlet, so I tell them, I
19 24 said, You need to change this GFCI. · Right now this
20 25 outlet is not meet code. · You probably have problem.

21 *Id.*

22 27. Similarly, he also specified that there was an issue with exposed electrical in Unit
23 C. *Id.* at 175:10-24. He also noted that there could have been a potential asbestos issue as well.
24 *Id.* at 160:7-12.

25 28. Additionally, Mr. Miao noted that there were cracks in the ceramic floor tiles, *Id.*
26 at 249:22-25, and he was aware of visible cracks in the concrete foundation, *Id.* at 269:13-22
27 (aware of slab cracks), which were open and obvious. *Id.* at 270:14-24.

28 29. Mr. Miao also admitted that he could also have seen the dryer vent during his
inspection. *Id.* at 269:23-25.

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.

30. As to those issues, Mr. Miao determined that the aforementioned issues were the only issues that TKNR needed to fix after his inspection. *Id.* at 171:2-9 (was only concerned about the appraisal), *Id.* at 219:13-25-221:1-2.

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

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

23 · · · Q · Okay · So when they disclosed that there
24 was construction and modification, alterations,
25 and/or repairs made without State, City, County
Page 205
· 1 building permits, which was also work that was done
· 2 by owner's handyman, did you ever do any follow-up
· 3 inquiries to the seller about this issue?
· 4 · · · A · No, I didn't follow up ·

Id. at 204:23-25-205:1-4.

33. However, Mr. Miao also admitted that he could have followed up on the issues identified in the SRPDF that included the HVAC and the permits:

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.

Id. at 206:10-16.

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?

Page 209

1 . . . A . . Yes.

Id. at 209:15-25-210:1, 245:22-25 (could have obtained permit information in 2018).

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

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.

Page 260

* * *

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.

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

35. 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."

1 12 I read that correctly? Yes?
2 13 . . . A . . Yes.
3 14 . . . Q . . Okay . And then you elected not to get a
4 15 mold inspection; correct?
5 16 . . . A . . Yeah .

6 *Id.* at 213:5-16.

7 .5 . . . Q . . So you relied upon your own determination
8 .6 related to the potential mold exposure of the
9 .7 property; correct?
10 .8 . . . A . . Yes.
11 .9 . . . Q . . Okay . And you elected to proceed with
12 .10 purchasing it without a professional mold
13 .11 inspection; correct?
14 .12 . . . A . . Yes.

15 *Id.* at 216:5-12.

16 36. Despite actual knowledge of these issues, Plaintiff did not elect to have a
17 professional inspection done. 160:17-20.

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

20 .2 . . . Q . . If we go to page 40 --
21 .3 . . . A . . Mm-hmm.
22 .4 . . . Q . . -- there's a bunch of Nevada statutes
23 .5 here.
24 .6 . . . A . . Mm-hmm.
25 .7 . . . Q . . If you look at NRS 113.140 --
26 .8 . . . A . . Mm-hmm.
27 .9 . . . Q . . -- do you see that at the top of the page?
28 .10 "Disclosure of unknown defects not required. Form
29 .11 does not constitute warranty duty of buyer and
30 .12 prospective buyer to exercise reasonable care."
31 .13 Do you see that?
32 .14 . . . A . . Yes.
33 .15 . . . Q . . Okay . So this disclosure form gave Marie
34 .16 Zhu, your wife, a copy of the Nevada law that was
35 .17 applicable to the sale of the property; correct?
36 .18 . . . A . . Yeah.
37 .19 . . . Q . . Okay . And under NRS 113.1403, it
38 .20 specifies, "Either this chapter or Chapter 645 of
39 .21 the NRS relieves a buyer or prospective buyer of the
40 .22 duty to exercise reasonable care to protect
41 .23 himself."
42 .24 Did I read that correctly?
43 .25 . . . A . . Yes.

44 *Id.* at 209:2-25.

38. Plaintiff assumed the risk of failing to exercise reasonable care to protect itself.

No Dispute a Professional Inspection Could Have Revealed the Alleged Issues

39. The alleged defects identified by both parties' experts could have been discovered at the 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:

·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.

Id. at 291:6-16.

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

41. Mr. Miao admitted that Plaintiff's expert's inspection of the HVAC, *Id.* at 292:2-5, 293:18-23, and the plumbing system, *Id.* at 300:19-25-301:1-4, would have been the same as his in 2017.

42. Mr. Miao also admitted that the pictures attached to Plaintiff's expert report were areas that he could have inspected in 2017. *Id.* at 302:6-13.

43. Additionally, Mr. Miao accompanied Defendants' expert during his inspection. *Id.* at 320:31-25. As before, Mr. Miao had the same access to the Property in 2017 for the areas inspected by Defendants' expert. *Id.* at 321:1-6.

44. Mr. Miao agreed with Defendants' expert that the alleged conditions identified by Plaintiff's expert were "open and obvious":

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."

Page 318

* * *

·3· · · Q· ·Do you agree with this statement?

·4· · · A· ·Yes.

Id. at 318:22-25-319:3-4.

45. He also agreed with Defendants' expert's finding that there was no noticeable sagging in the roof. *Id.* at 333:20-24.

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

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?

Page 321

* * *

·3· · · · · Yes, yes.

·4 BY MR. LEE:

·5· · · Q· ·You agree with that? Okay.

·6· · · A· ·Agree.

Id. at 321:17-21 – 322:3-6. This would have also included any issues with the dryer vent and 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.

No Permits Required for Cosmetic Work by TKNR

47. 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?

1 ·4· ·· A· ·Yes.

2 *Id.* at 265:1-4.

3 17· ·· Q· ·Okay· If you turn the page to 82,
4 18 Plumbing Improvements, no permits required to repair
5 19 or replace the sink; correct?
6 20· ·· A· ·Yes.
7 21· ·· Q· ·To repair or replace a toilet?
8 22· ·· A· ·Yes.
9 23· ·· Q· ·To repair or replace a faucet?
10 24· ·· A· ·Yes.
11 25· ·· Q· ·Resurfacing or replacing countertops?
12 Page 264
13 ·1· ·· A· ·Yes.
14 ·2· ·· Q· ·Resurfacing shower walls?
15 ·3· ·· A· ·Yes.
16 ·4· ·· Q· ·Repair or replace shower heads?
17 ·5· ·· A· ·Yes.
18 ·6· ·· Q· ·Repair or replace rain gutters and down
19 ·7 spouts?
20 ·8· ·· A· ·Yes.
21 ·9· ·· Q· ·Regrouting tile?
22 10· ·· A· ·Yes.
23 11· ·· Q· ·And a hose bib, whatever that is.
24 12· ·· A· ·Water freezer· It's, like, for the
25 13 filtration of the water.
26 14· ·· Q· ·Okay· And then for the mechanical, no
27 15 permits required for portable heating appliances;
28 16 correct.
29 17· ·· A· ·Yes.
30 18· ·· Q· ·For portable ventilation appliances?
31 19· ·· A· ·Yes.
32 20· ·· Q· ·Or portable cooling units; correct?
33 21· ·· A· ·Yes.
34 22· ·· Q· ·And for portable evaporative coolers
35 23 installed in windows; correct?
36 24· ·· A· ·Yes.

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

38 *Plaintiff Does not Disclose the Alleged Issues to Potential Tenants*

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

42 19· ·· ·· ·Then also in according to the law, and
43 20 they said it very clearly, because this is
44 21 residential income property, right, rental income
45 22 property, multi-family, we need -- landlord need
46 23 provide housing and well-being and -- for the

24 tenant. The tenant is not going to do all this
25 inspection. They can't. The burden is on the
Page 120
1 landlord to make sure all these building is safe and
2 in good condition.

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

49. Moreover, Plaintiff 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.

Id. at 337:6-13, 337:22-25-338:1-5.

50. This illustrates the lack of merit of Plaintiff's claims, proven that it has done
nothing to correct the allegedly deficient conditions that are clearly not so dangerous as it does
not tell prospective tenants about them.

Squatters or Tenants Could Have Damaged the Property

51. Mr. Miao admitted that multiple third parties could have potentially damaged the
Property. The Property has a 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.

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

19 ·4· · · Q· ·Okay· So the tenant in this context would
20 ·5 have damaged the unit at the time that you owned it;
21 ·6 is that fair?

22 ·7· · · A· ·Maybe· Yes.

23 ·8· · · Q· ·Okay· So some of the -- so the damage
24 ·9 that was to the water heater system, could the
25 10 tenant have damaged that as well?

26 11· · · A· ·Yes.

27 12· · · Q· ·And then he could have damaged the cooler
28 13 pump and the valve as well; is that correct?

29 14· · · A· ·Yes.

30 15· · · Q· ·Okay· Then on 122, these are all issues
31 16 that the tenant could have damaged; is that correct?

32 17· · · A· ·Yes.

33 18· · · Q· ·And then the same through for 145; is that
34 19 right?

35 20· · · A· ·Yes.

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

38 *No Evidence That Defendants Knew of Alleged Conditions*

39 52. Plaintiff's case is based on speculation that Defendants knew about the alleged
40 conditions in the Property; however, Mr. Miao admitted that there is no evidence that shows
41 Defendants knew about them. *Id.* at 245:1-13 (speculating that InvestPro made changes).

42 53. The entire case is based on Mr. Miao's personal belief and speculation. *Id.* at
43 253:17-19.

44 54. Mr. Miao admitted that he has no evidence Defendants knew about the alleged
45 moisture conditions. *Id.* at 293:24-25-294:1-3. Additionally, he also admitted that there is no
46 evidence that Defendants knew about the alleged issues with the plumbing system. *Id.* at
47 301:21-24. He also admitted that he did not know if Defendants knew about the alleged issues
48 with the duct work when they owned the Property. *Id.* at 314:5-19. He also recognized the
deficiency in Plaintiff's expert's report that failed to differentiate between conditions prior to
when TKNR owned the Property, while it owned it, and those afterwards. *Id.* at 321:17-21 –

322:3-6.

55. Mr. Miao also recognized that a 63-year-old property could have issues that were not caused by Defendants. *Id.* at 324:6-15. This would have also included any issues with the dryer vent and ducts, *Id.* at 325:3-20, and when the duct became disconnected. *Id.* at 329:1-16.

56. Plaintiff did not identify any discovery illustrating a genuine issue of material fact that Defendants knew of the alleged issues with the Property that they had not already disclosed on Seller's Disclosures.

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

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

58. 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.

Plaintiff Admitted it Inflated its Cost of Repairs

59. 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 were to simply harass Defendants.

60. Mr. Miao perjured himself in his Declaration in support of the Opposition. He denied, under the penalty of perjury, that he never made an offer to settle this matter for \$10,000. However, during his deposition he admitted that he did make this offer. *Id.* 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.

Allegations in the Second Amended Complaint

61. On November 23, 2020, Plaintiff filed its Second Amended Complaint (“SAC”). Based on the admissions of Mr. Miao and the waivers related to the RPA and the 2nd RPA, these allegations illustrate the overall frivolous nature of this action and why Rule 11 sanctions are appropriate:

25. TKNR failed to disclose one or more known condition(s) that materially affect(s) the value or use of the Subject Property in an adverse manner, as required by NRS Chapter 113, in a particular NRS 113.130.

* * *

27. Factual statements from the August 7, 2017 Seller Real Property Disclosure Form (SRPDF) are set forth in Paragraph 31 and the subsections thereof state whe (sic) the disclosures were either inadequate or false. The SRPDF states that it was prepared, presented and initialed by Kenny Lin.

* * *

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

* * *

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

a. SRPDF stated that Electrical System had no problems or defects. The fact is that many new electric lines were added and many old electric lines were removed by Investpro Manager LLC . The swamp coolers that were removed were supplied by 110 volt power supply lines. Investpro Manager LLC first added one 220v power supply

1 line for one new 5 ton heat pump package unit on one roof
2 top area for the whole building for Unit A. Unit B and Unit
3 C. Investro (sic) Manager, LLC then removed the one year
4 old 5 ton heat pump packaged unit from the roof top with
5 power supply lines and added two new 220v power supply
6 lines for two new 2 ton heart pump package units, one each
7 for Unit B and Unit C.

8 Inestpro (sic) Manager, LLC then added one new 110 volt
9 power supply line for two window cooling units for Unit A.
10 The electrical system load for Unit A was increased due to
11 the installation of two new cooling units and required 100
12 amp service, but the electrical service was not upgraded to
13 100 amp service from the existing 50 amp service. Failure
14 to upgrade the electrical service caused the fuses to be
15 blown out multiple times during the cooling seasons of
16 2018. The tenants in Unit A could not use air conditioning
17 units in cooling seasons of 2018, causing Unit A to be
18 uninhabitable until the Unit A electrical supply panel was
19 upgraded to 100 amp service.

20 All the electrical supply line addition and removal work
21 were performed without code required electrical load
22 calculation, permits and inspections. To save money,
23 minimize flipping cost, minimize flipping time, maximize
24 flipping fund profits, Investpro Manager LLC used
25 unlicensed and unskilled workers to do the electrical work
26 and used low quality materials used inadequate electrical
27 supply lines.

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

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

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

The fact is that that within two years prior to the sale to
Plaintiff, Investpro Manager LLC removed and plugged
swamp cooler water supply lines without UBC required
permits and inspections. To save money, minimize flipping
cost, minimize flipping time, and maximize flipping fund
profits, Investpro Manager LLC used unlicensed and
unskilled workers who just plugged high pressure water
supply lines at rooftop instead of at ground level and who
did not remove the water supply lines on top of the roof,
inside the attic and behind the drywall. In cold winter, the
high pressure water line which was left inside the building
may freeze and break the copper line and lead flooding in
the whole building.

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

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

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

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

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

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

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

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

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

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

Further, as early as March of 2016, Investro Manager, LLC hired Air Supply Cooling to install one five ton new heat pump package unit with new rooftop ducting systems on one roof area to supply cooling and heating air to the whole building consisting of Unit A, Unit B and Unit C without UBC required weight load and wind load calculations, permits and inspections. The five ton heat pumps package unit was too big, too heavy and had control problems. To save money, minimize flipping cost, minimize flipping time, and maximize flipping fund profits, Investpro Manager LLC also used unlicensed and unskilled workers to remove the one year old five ton heat pump package unit with ducting system without UBC required permits and inspections. All of this work was done without UBC required structural calculation, permits and inspections.

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

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

f. SRPDF stated that Smoker detector had no problems or defects

1 During Plaintiff's inspection at August 10, 2017 afternoon,
2 some smoke detectors were missing.

3 g. SRPDF stated that no Previous or current moisture
4 conditions and or water damage.

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

17 To saving money, minimize flipping cost, minimize
18 flipping time, and maximize flipping fund profits, Investpro
19 Manager LLC used unlicensed and unskilled workers to
20 complete renovation to all three bathrooms without UBC
21 required permits and inspections. Some faucets and
22 connections behind tile walls and drywall leaks and caused
23 moisture conditions behind tile walls and drywalls.

24 h. SRPDF stated that there was no structure defect.

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

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

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

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

Further, Investpro Manager LLC's unlicensed and
unskilled workers used the space between two building
support columns as a duct to vent high moisture exhaust

1 from the washer/dryer combination unit exhaust vent from
2 Unit A without UBC required permits and inspections and
3 this damaged the building structure.
4 The recent inspection of the exterior wall found multiple
5 cracks which indicates structural problems caused by the
6 heavy load on the roof.

7 i. SRPDF marked Yes and NO for construction,
8 modification, alterations or repairs made without required
9 state. city or county building permits.
10 Defendants Lin, Investpro, as TKNR's agent, TKNR, and
11 Wong did not provide detailed explanations. All
12 renovation, demolition, and construction work was done by
13 Investpro Manager LLC using unlicensed, and unskilled
14 workers without UBC required weight load and wind load
15 calculations, permits and inspections.

16 j. SRPDF stated that there were not any problems with
17 the roof.

18 The roof of the Subject Property was damaged by changing
19 roof top HVAC units and ducting systems multiple times
20 from October, 2015 to June, 2017. Investpro Manager LLC
21 removed the existing swamp coolers from roof top and
22 covered the swamp coolers ducting holes. Investpro
23 Manager LLC added a five ton heat pump package unit
24 with a new ducting system on one roof top area in March,
25 2016. Investpro the removed the one year old five ton heat
26 pump package unit with part of the ducting system from the
27 one roof top area in June, 2017. Then Investpro Manager
28 LLC added two two ton heat pump package units on the
two roof top areas in June, 2017. The work damaged the
roof of the Subject Property to such an extent that when it
rains the roof leaks. All of this renovation, demolition, and
construction work was done without UBC required weight
load and wind load calculations, permits and inspections
and this damaged the building roof structure.

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

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

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

i. Problems with flooring.

To save money, minimize flipping cost, minimize
flipping time, and maximize flipping fund profits,

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

ii. Problems with the land/foundation.

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

iii. Problems with closet doors.

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

62. As to 31(a), Mr. Miao admitted that the Seller's Disclosures did disclose issues with the heating and cooling systems, the use of a handyman, and the lack of permits. Additionally, he specified that he noted issues with the electrical system and items not up to code at the time that he did his inspection and/or that any issues with the electrical system were "open and obvious" that a reasonable, professional inspection could have discovered in 2017. Despite these issues, Plaintiff chose not to have a professional inspection. Incredibly, Mr. Miao admitted that he was the person who asked for TKNR to install the GFCI outlets, so he was clearly aware of this issue as well. Moreover, Mr. Miao specified that this was a condition that Plaintiff could have inspected at or before the time it had originally purchased the Property. Notably, Mr. Miao admitted that no evidence showed that Defendants were aware of any of these issues.

63. As to 31(b), Mr. Miao admitted that the Seller's Disclosures did disclose issues with the heating and cooling systems, the use of a handyman, the lack of permits, and issues with the sprinklers. Additionally, he specified that he noted issues with the plumbing system were

1 “open and obvious” that a reasonable, professional inspection could have discovered in 2017.
2 Despite these issues, Plaintiff chose not to have a professional inspection. Moreover, Mr. Miao
3 specified that this was a condition that Plaintiff could have inspected at or before the time it had
4 originally purchased the Property. Notably, Mr. Miao admitted that no evidence showed that
5 Defendants were aware of any of these issues.

6 64. As to 31(c), Mr. Miao admitted that the Seller’s Disclosures did disclose the use
7 of a handyman, the lack of permits, and issues with the sprinklers. Additionally, he specified
8 that he noted issues with the sewer system were “open and obvious” that a reasonable,
9 professional inspection could have discovered in 2017. Despite these issues, Plaintiff chose not
10 to have a professional inspection. Moreover, Mr. Miao specified that this was a condition that
11 Plaintiff could have inspected at or before the time it had originally purchased the Property.
12 Notably, Mr. Miao admitted that no evidence showed that Defendants were aware of any of these
13 issues.

14 65. As to 31(d), Mr. Miao admitted that the Seller’s Disclosures did disclose issues
15 with the heating and cooling systems, the use of a handyman, and the lack of permits.
16 Additionally, he specified that he did his inspection and/or that any issues with the heating
17 system were “open and obvious” that a reasonable, professional inspection could have
18 discovered in 2017. Despite these issues, Plaintiff chose not to have a professional inspection.
19 Moreover, Mr. Miao specified that this was a condition that Plaintiff could have inspected at or
20 before the time it had originally purchased the Property. Notably, Mr. Miao admitted that no
21 evidence showed that Defendants were aware of any of these issues.

22 66. As to 31(e), Mr. Miao admitted that the Seller’s Disclosures did disclose issues
23 with the heating and cooling systems, the use of a handyman, and the lack of permits.
24 Additionally, he specified that he noted issues with the heating and cooling system and items not
25 up to code at the time that he did his inspection and/or that any issues with the heating and
26 cooling system were “open and obvious” that a reasonable, professional inspection could have
27 discovered in 2017. Despite these issues, Plaintiff chose not to have a professional inspection.
28 Moreover, Mr. Miao specified that this was a condition that Plaintiff could have inspected at or

1 before the time it had originally purchased the Property. Notably, Mr. Miao admitted that no
2 evidence showed that Defendants were aware of any of these issues.

3 67. As to 31(f), this allegation illustrates the prior knowledge that Plaintiff had before
4 purchasing the Property, and the overall emphasis on the failure to obtain a professional
5 inspection of the Property prior to purchasing it.

6 68. As to 31(g), (k), Mr. Miao admitted Plaintiff executed the mold and moisture
7 waiver, and understood its affirmative duty to have an inspection done prior to the purchase of
8 the Property. He also admitted that that the Seller's Disclosures did disclose the use of a
9 handyman, installation of the cabinetry, bathrooms, and the lack of permits. Additionally, he
10 specified that he personally inspected the attic and the dryer vent before Plaintiff purchased the
11 Property. Despite these issues, Plaintiff chose not to have a professional inspection. Moreover,
12 Mr. Miao specified that this was a condition that Plaintiff could have inspected at or before the
13 time it had originally purchased the Property. Notably, Mr. Miao admitted that no evidence
14 showed that Defendants were aware of any of these issues.

15 69. As to 31(h), Mr. Miao admitted that the Seller's Disclosures did disclose issues
16 with the heating and cooling systems, the use of a handyman, and the lack of permits. Mr. Miao
17 admitted that there was visible cracking on the foundation, walls, and the tiles that were open and
18 obvious at the time that Plaintiff purchased the Property in 2017. Moreover, Mr. Miao specified
19 that this was a condition that Plaintiff could have inspected at or before the time it had originally
20 purchased the Property. Notably, Mr. Miao admitted that no evidence showed that Defendants
21 were aware of any of these issues.

22 70. As to 31(i), this allegation illustrates the prior knowledge that Plaintiff had before
23 purchasing the Property, and the overall emphasis on the failure to obtain a professional
24 inspection of the Property prior to purchasing it. Mr. Miao admitted that he should have
25 followed up related to the permit issue prior to Plaintiff purchasing the Property.

26 71. As to 31(j), Mr. Miao admitted that the Seller's Disclosures did disclose issues
27 with the heating and cooling systems, the use of a handyman, and the lack of permits.
28 Additionally, he specified that he noted issues were "open and obvious" that a reasonable,

1 professional inspection could have discovered in 2017. Mr. Miao agreed that there was no
2 noticeable sagging on the roof. Despite these issues, Plaintiff chose not to have a professional
3 inspection. Moreover, Mr. Miao specified that this was a condition that Plaintiff could have
4 inspected at or before the time it had originally purchased the Property. Notably, Mr. Miao
5 admitted that no evidence showed that Defendants were aware of any of these issues.

6 72. As to 31(l), Mr. Miao admitted that the Seller's Disclosures did disclose issues
7 with the heating and cooling systems, the use of a handyman, and the lack of permits. Mr. Miao
8 admitted that there was visible cracking on the foundation, walls, and the tiles that were open and
9 obvious at the time that Plaintiff purchased the Property in 2017. Moreover, Mr. Miao specified
10 that this was a condition that Plaintiff could have inspected at or before the time it had originally
11 purchased the Property. Notably, Mr. Miao admitted that no evidence showed that Defendants
12 were aware of any of these issues, and also admitted that squatters and tenants could have
13 damaged the Property.

14 No Reliance on Broker Agents

15 73. As to the Broker Defendants, Ms. Zhu agreed that she was not relying upon any
16 representations made by Brokers or Broker's agent. Ms. Zhu agreed to purchase the Property
17 AS-IS, WHERE-IS, without any representations or warranties. Ms. Zhu agreed to satisfy herself,
18 as to the condition of the Property, prior to the close of escrow. Ms. Zhu waived all claims
19 against Brokers or their agents for (a) defects in the Property . . . (h) factors related to Ms. Zhu's
20 failure to conduct walk-throughs or inspections. Ms. Zhu assumed full responsibility and agreed
21 to conduct such tests, walk-throughs, inspections and research, as she deemed necessary. In any
22 event, Broker's liability was limited, under any and all circumstances, to the amount of that
23 Broker's commission/fee received in the transaction.

24 Mr. Miao Agreed with Defendants' Expert

25 74. On November 17, 2020, Defendants' expert, Neil D. Opfer, an Associate
26 Professor of Construction Management at UNLV and overqualified expert, conducted an
27 inspection of the Property. At that time, as noted earlier, Mr. Miao walked the Property with
28 Professor Opfer. Supplement at 320:31-25.

1 75. Mr. Miao agreed with Professor Opfer that the alleged conditions identified by
2 Plaintiff's alleged expert were open and obvious:

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

8 *Id.* at 318:22-25-319:3-4.

9 76. Mr. Miao agreed with Professor Opfer that Plaintiff's expert did not do any
10 destructive testing, so the same alleged conditions that the alleged expert noted, would have been
11 made by an inspector at the time of the purchase. *Id.* at 291:1-5.

12 77. Mr. Miao agreed with Professor Opfer that Plaintiff's alleged expert did "not
13 recognize prior conditions in existence before any work took place by the Defendants." *Id.* at
14 321:17-21 – 322:3-6.

15 Conclusions of Law

16 1. Summary judgment is appropriate when the pleadings, depositions, answers to
17 interrogatories, admissions, and affidavits, if any, that are properly before the Court demonstrate
18 that no genuine issue of material fact exist, and the moving party is entitled to judgment as a
19 matter of law. *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713, 57 P.3d 82, 87 (2002).
20 Substantive law controls whether factual disputes are material and will preclude summary
21 judgment; other factual disputes are irrelevant. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242,
22 106 S. Ct. 2505, 91 L.Ed.2d 202 (1986). A genuine issue of material fact is one where the
23 evidence is such that a reasonable jury could return a verdict for the non-moving party. *Valley*
24 *Bank v. Marble*, 105 Nev. 366, 367, 775 P.2d 1278, 1282 (1989).

25 2. The Nevada Supreme Court has held that the non-moving party may not defeat a
26 motion for summary judgment by relying "on gossamer threads of whimsy, speculation and
27 conjecture." *Wood v. Safeway*, 121 Nev. 724, 732, 121 P.3d 1026, 1031 (2005). The Nevada
28 Supreme Court has also made it abundantly clear when a motion for summary judgment is made
and supported as required by Nevada Rule of Civil Procedure 56, the non-moving party must not
rest upon general allegations and conclusions, but must by affidavit or otherwise set forth

specific facts demonstrating the existence of a genuine factual issue. *Id.*

3. Under Nevada Rule of Civil Procedure 56(a), a party may move for summary judgment, or partial summary judgment. “The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” The court may rely upon the admissible evidence cited in the moving papers and may also consider other materials in the record as well. *Id.* at 56(c). “If the court does not grant all the relief requested by the motion, it may enter an order stating any material fact — including an item of damages or other relief — that is not genuinely in dispute and treating the fact as established in the case.” *Id.* at 56(g).

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

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

6. “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 113.140(1), however, provides that a seller is not required to ‘disclose a defect in residential property of which [she] is not aware.’ A ‘defect’ is defined as “a condition that materially affects the value or use of residential property in an adverse manner.” *Id.* (citing NRS 113.100(1)). The Nevada Supreme Court clarified that:

[a]scribing to the term “aware” its plain meaning, we determine that the seller of residential real property does not have a duty to disclose a defect or condition that “materially affects the value or use of residential property in an adverse manner,” if the seller does not realize, perceive, or have knowledge of that defect or condition. 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.

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

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

8. A buyer waives its common law claims of negligent misrepresentation, fraudulent or intentional misrepresentation, and/or unjust enrichment when it expressly agreed that it would

1 carry the duty to inspect the property and ensure that all aspects of it were suitable prior to close
2 of escrow, and the information was reasonably accessible to the buyer. *Frederic and Barbara*
3 *Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 427 P.3d 104, 111 (Nev. 2018).
4 Accordingly, the Nevada Supreme Court concluded that an agreement to purchase property as-is
5 foreclosed the buyer's common law claims, justifying the granting of summary judgment on
6 common law claims. *Id.* (citation omitted).

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

13 *Anderson v. Ford Ranch, LLC*, 78684-COA, 2020 WL 6955438, at *5 (Nev. App. Nov. 25,
14 2020).

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

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

11. On August 2, 2017, TKNR submitted its Seller Disclosures timely indicating all
known conditions of the Subject Property. TKNR disclosed that “3 units has (sic) brand new AC

1 installed within 3 months,” and further that the “owner never resided in the property and never
2 visited the property.” Plaintiff was also aware that the minor renovations, such as painting, was
3 conducted by the Seller’s “handyman” as disclosed in the Seller’s Disclosures. TNKR also
4 disclosed that it was aware of issues with the heating and cooling systems, there was
5 construction, modification, alterations, or repairs done without permits, and lead-based paints.

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

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

12 13. Section II(B)(1) lists the disclosures by TKNR. Despite these disclosures,
13 Plaintiff chose not to inspect the Subject Property, request additional information and/or conduct
14 any reasonable inquiries. In fact, Ms. Zhu only cancelled the original RPA, Ex. E, because of an
15 issue related to her financing, not because of any concerns related to the Seller’s Disclosures.
16 Notably, she included the explicit waiver of the inspections, which included her initialing the
17 provision that she had not done in the original RPA. Ms. Zhu even directly informed her agent
18 to waive all inspections. Although Ms. Zhu had actual knowledge of the Seller’s Disclosures
19 from August 11, 2017, and the Parties agreed to extend the COE to January 5, 2018, Ms. Zhu
20 still never did any professional inspections. Instead, she put down an additional \$60,000 as a
21 non-refundable deposit to the TNKR. Moreover, she also agreed to pay rent in the amount of
22 \$650 per month for one of the units, and to also pay the property manager \$800 for the tenant
23 placement fee. Through Addendum 2 to the 2nd RPA, Ms. Zhu later changed the purchaser to
24 Plaintiff.

25 14. As to the Brokers Defendants, Ms. Zhu agreed that she was not relying upon any
26 representations made by Brokers or Broker’s agent. Ms. Zhu agreed to purchase the Property
27 AS-IS, WHERE-IS, without any representations or warranties. Ms. Zhu agreed to satisfy herself,
28 as to the condition of the Property, prior to the close of escrow. Ms. Zhu waived all claims

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

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

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

12 Under Paragraph 7(F), it was Ms. Zhu's responsibility to inspect the Property sufficiently as to
13 satisfy her use. Nevertheless, Ms. Zhu waived her inspection related to the original RPA and the
14 2nd RPA, reinforced further by actually initialing next to the waiver in the 2nd RPA. Ms. Zhu
15 also waived the energy audit, pest inspection, roof inspection, septic lid removal inspection,
16 mechanical inspection, soil inspection, and structural inspection. Thereby, Ms. Zhu waived any
17 liability of Defendants for the cost of all repairs that inspection would have reasonably identified
18 had it been conducted. The RPA and the 2nd RPA clearly indicated that Ms. Zhu was purchasing
19 the Property "AS-IS, WHERE-IS without any representations or warranties."

20 16. Additionally, Ms. Zhu also agreed that the Brokers Defendants had "no
21 responsibility to assist in the payment of any repair, correction or deferred maintenance on the
22 Property which may have been revealed by the above inspections, agreed upon by the Buyer and
23 Seller or requested by one party." Paragraph 7(D) of the RPA.

24 17. Since 2008, Mr. Miao, Ms. Zhu, and/or Plaintiff have been involved in the
25 purchase of approximately twenty residential properties. In Clark County alone, Ms. Zhu and
26 Mr. Miao were involved with the purchase of at least eight rental properties starting in 2014.

27 18. Plaintiff understands the importance of reading contracts.

28 ////

1 19. Mr. Miao specified that he understands that he needs to check public records
2 when conducting his due diligence.

3 20. Plaintiff was a sophisticated buyer who understood the necessity of getting
4 properties inspected.

5 21. The terms of the RPA were clear to Plaintiff.

6 22. As to Paragraph 7(A), Mr. Miao specified that he believed that his inspection and
7 conversations with the tenant constituted the actions necessary to deem the Property as
8 satisfactory for Plaintiff's purchase.

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

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

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

15 26. As to the RPA, Mr. Miao agreed that all the terms in it were conspicuous and
16 understandable, and it was a standard agreement similar to the other agreements he had used in
17 purchasing the other properties in Clark County, Nevada.

18 27. On or about August 10, 2017, Mr. Miao did an inspection of the Property. During
19 that time, he admitted that he noticed some issues with the Property that were not up to code,
20 finishing issues, GFCI outlets², and electrical issues.

21 28. Similarly, he also specified that there was an issue with exposed electrical in Unit
22 C. He also noted that there could have been a potential asbestos issue as well.

23 29. Additionally, Mr. Miao noted that there were cracks in the ceramic floor tiles, and
24 he was aware of visible cracks in the concrete foundation, which were open and obvious.

25 ////

26 _____
27 ² The Second Amended Complaint references GFCI at Paragraph 31(a). This illustrates the overall bad faith
28 and frivolous nature of the pleading since Mr. Miao is the one who requested TKNR to install these for
Plaintiff.

1 30. Mr. Miao also admitted that he could also have seen the dryer vent during his
2 inspection.

3 31. However, Mr. Miao also admitted that he could have followed up on the issues
4 identified in the SRPDF that included the HVAC and the permits.

5 32. Similarly, Mr. Miao was aware that he should have contacted the local building
6 department as part of his due diligence.

7 33. Plaintiff was also on notice of the potential for mold and the requirement to get a
8 mold inspection.

9 34. Despite actual knowledge of these issues, Plaintiff did not elect to have a
10 professional inspection done.

11 35. Finally, Plaintiff was also acutely aware of the requirement of Nevada law to
12 protect itself by getting an inspection.

13 36. Plaintiff assumed the risk of failing to exercise reasonable care to protect itself.

14 37. The alleged defects identified by both parties' experts could have been discovered
15 at the time of the original purchase as they were "open and obvious".

16 38. Plaintiff failed to differentiate between conditions prior to when TKNR owned the
17 Property, while it owned it, and those afterwards.

18 39. No dispute exists that TKNR did not need permits for the interior work it had
19 done to the Property.

20 40. Plaintiff has always been trying to lease the Property despite not doing any of the
21 repairs listed by Plaintiff's expert. This illustrates the lack of merit of Plaintiff that there are
22 underlying conditions with the Property.

23 41. Moreover, Plaintiff does not provide any notice to the tenants about its expert's
24 report or this litigation. This illustrates the lack of merit of Plaintiff's claims and proves that it
25 has done nothing to correct the allegedly deficient conditions that are clearly not so dangerous as
26 it does not tell prospective tenants about them.

27 42. Mr. Miao admitted that multiple third parties could have potentially damaged the
28 Property.

1 43. Plaintiff did not present any evidence related to Defendants' alleged knowledge
2 other than his personal belief and speculation.

3 44. Mr. Miao admitted that he has no evidence Defendants knew about the alleged
4 moisture conditions. Additionally, he also admitted that there is no evidence that Defendants
5 knew about the alleged issues with the plumbing system. He also admitted that he did not know
6 if Defendants knew about the alleged issues with the duct work when they owned the Property.
7 He also recognized the deficiency in Plaintiff's expert's report that failed to differentiate between
8 conditions prior to when TKNR owned the Property, while it owned it, and those afterwards.

9 45. Mr. Miao also recognized that a 63-year-old property could have issues that were
10 not caused by Defendants.

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

13 47. Plaintiff admittedly amplified its alleged damages by more than 6x, and then
14 trebled the damages, and have run up egregious attorneys' fees for this frivolous action. These
15 are undisputed facts that prove abuse of process as a matter of law given the known issues with
16 the Property and Plaintiff's waivers related to the inspections. Plaintiff waived the inspections
17 and purchased the property "as is". This shows that Plaintiff had no interest in having a
18 professional inspection done. It shows the behavior of the Plaintiff related to the entire case.

19 48. Plaintiff were encouraged to inspect the property, and they did not do it. It was a
20 63-year-old property. There were specific disclosures that were made by the Seller, and Plaintiff
21 was strongly encouraged to conduct the inspection, and they did not want to.

22 49. This is a 2018 case. Plaintiff has not been diligent in conducting discovery.

23 Rule 56(f) is not a shield that can be raised to block a motion for
24 summary judgment without even the slightest showing by the
25 opposing party that his opposition is meritorious. A party invoking
26 its protections must do so in good faith by affirmatively
27 demonstrating why he cannot respond to a movant's affidavits as
28 otherwise required by Rule 56(e) and how postponement of a
 ruling on the motion will enable him, by discovery or other means,
 to rebut the movant's showing of the absence of a genuine issue of
 fact. Where, as here, a party fails to carry his burden under Rule
 56(f), postponement of a ruling on a motion for summary judgment
 is unjustified.

1 See *Bakerink v. Orthopaedic Associates, Ltd.*, 581 P.2d 9, 11 (Nev. 1978) (quoting *Willmar*
2 *Poultry Co. v. Morton-Norwich Products*, 520 F.2d 289, 297 (8th Cir. 1975), Cert. denied, 424
3 U.S. 915, 96 S.Ct. 1116, 47 L.Ed.2d 320 (1975).

4 50. Plaintiff failed to articulate the alleged discovery that it would likely have.
5 Additionally, Plaintiff already opposed enlarging discovery by specifying that any extension of
6 discovery would prejudice it, indicating that it had no need for additional discovery and that
7 Plaintiff would largely rest upon the findings of its expert. See Plaintiff's Opposition to Motion
8 to Enlarge Discovery. Also, Plaintiff's counsel's declaration in the Opposition illustrated that he
9 had additional discussions with Plaintiff's expert related to the MSJ, but Plaintiff's expert did not
10 proffer any additional opinions to counter the Motion. See *Opp.* at p. 18:7-9.

11 51. As a matter of law, Plaintiff is precluded from seeking damages from Defendants
12 because of her failure to inspect. "Nondisclosure by the seller of adverse information concerning
13 real property . . . will not provide the basis for an action by the buyer to rescind or for damages
14 when property is sold 'as is.' " *Mackintosh v. Jack Matthews & Co.*, 109 Nev. 628, 633, 855
15 P.2d 549, 552 (1993). Moreover, "[l]iability for nondisclosure is generally not imposed where
16 the buyer either knew of or could have discovered the defects prior to the purchase." *Land*
17 *Baron Invs., Inc. v. Bonnie Springs Family LP*, 131 Nev. 686, 696, 356 P.3d 511, 518 (2015).

18 52. Defendants also do not have liability as Ms. Zhu / Plaintiff purchased the Property
19 "as-is" within the reach of the diligent attention and observation of the buyer. *Mackintosh*, 109
20 Nev. at 633, 855 P.2d at 552. NRS § 113.140 clearly provides that the disclosures do not
21 constitute a warranty of the Property and that the purchaser still has a duty to exercise reasonable
22 care to protect himself. A completed disclosure form does not constitute an express or implied
23 warranty regarding any condition of residential property. NRS § 113.140(2). Chapters 113 and
24 "645 of Nevada Revised Statutes do not relieve a buyer or prospective buyer of the duty to
25 exercise reasonable care to protect himself or herself." *Id.* at § 113.140(2).

26 53. Plaintiff waived its common law claims of negligent misrepresentation, fraudulent
27 or intentional misrepresentation, and/or unjust enrichment when it expressly agreed that it would
28 carry the duty to inspect the property and ensure that all aspects of it were suitable prior to close

1 of escrow, and the information regarding Property was reasonably accessible to the buyer.
2 *Frederic and Barbara Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 427 P.3d
3 104, 111 (Nev. 2018).

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

12 55. In total, under NRS § 113.140(1) (seller is not required to disclose a defect in
13 residential property of which she is not aware), *Nelson v. Heer*, 163 P.3d 420, 425 (Nev. 2007),
14 and NRS § 645.259(2), Defendants are entitled to Summary Judgment on Plaintiff’s claims for
15 (1) Recovery Under NRS Chapter 113, (2) Constructive Fraud, (3) Common Law Fraud, (4)
16 Fraudulent Inducement, (5) Fraudulent Concealment, (6) Breach Of Fiduciary Duty, (8)
17 Damages Under NRS 645.257(1), (9) Failure To Supervise, Inadequate training and Education,
18 (12) Civil Conspiracy, (13) Breach Of Contract, and (14) Breach Of Implied Covenant of Good
19 Faith and Fair Dealing]. It also eliminates the causes of action for (7) RICO, (10) Fraudulent
20 Conveyance, (11) Fraudulent Conveyance, and (15) Abuse of Process since they have no basis in
21 fact or law.

22 56. Eighth Judicial District Court Rule 2.20(e) provides that, “[f]ailure of the
23 opposing party to serve and file written opposition may be construed as an admission that the
24 motion and/or joinder is meritorious and a consent to granting the same.” Simply filing an
25 opposition does not relieve a party of its duty to actually oppose the issues raised in the motion.
26 See *Benjamin v. Frias Transportation Mgt. Sys., Inc.*, 433 P.3d 1257 (Nev. 2019) (unpublished
27 disposition).

28 ////

1 57. The Opposition failed to address the Motion’s arguments related to summary
2 judgment in favor of Defendants on Plaintiff’s claims for: (7) RICO; (10) Fraudulent
3 Conveyance; (11) Fraudulent Conveyance; (12) Civil Conspiracy; and (15) Abuse of Process.
4 Additionally, Plaintiff fails to provide any meaningful or competent opposition to the Motion’s
5 argument for summary judgment as to Plaintiff’s claims against the Broker Defendants. As there
6 is no Opposition provided to those arguments made in the Motion, this court should find that
7 those arguments are meritorious and grant the request as to those unopposed issues.

8 58. Pursuant to Nevada Rule of Civil Procedure 11(b), by presenting to the court a
9 pleading or other paper, an attorney or unrepresented party certifies: (1) it is not being presented
10 for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the
11 cost of litigation, (2) the claims and other legal contentions are warranted by existing law or by a
12 nonfrivolous argument for extending, modifying, or reversing existing law or for establishing
13 new law, (3) the factual contentions have evidentiary support, and (4) the denials of factual
14 contentions are warranted on the evidence or.

15 59. “If, after notice and a reasonable opportunity to respond, the court determines that
16 Rule 11(b) has been violated, the court may impose an appropriate sanction on any attorney, law
17 firm, or party that violated the rule or is responsible for the violation. Absent exceptional
18 circumstances, a law firm must be held jointly responsible for a violation committed by its
19 partner, associate, or employee.” NEV. R. CIV. PRO. 11(c).

20 60. “On its own, the court may order an attorney, law firm, or party to show cause
21 why conduct specifically described in the order has not violated Rule 11(b).” *Id.* at 11(c)(3). “A
22 sanction imposed under this rule must be limited to what suffices to deter repetition of the
23 conduct or comparable conduct by others similarly situated. The sanction may include
24 nonmonetary directives; an order to pay a penalty into court; or, if imposed on motion and
25 warranted for effective deterrence, an order directing payment to the movant of part or all of the
26 reasonable attorney fees and other expenses directly resulting from the violation.” *Id.* at
27 11(c)(4).

28 ////

61. Rule 11 prevents a party from bringing a lawsuit for an improper purpose, which includes: (1) harassment, causing unnecessary delay, or needless increasing the cost of litigation; or (2) making frivolous claims. NEV. R. CIV. PRO. 11(b)(1)-(2). Rule 11 sanctions should be imposed for frivolous actions. *Marshall v. District Court*, 108 Nev. 459, 465, 836 P.2d 47, 52.

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

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

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

Id. “A claim is groundless if ‘the allegations in the complaint . . . are not supported by any credible evidence at trial.’” *Barozzi v. Benna*, 112 Nev. 635, 639, 918 P.2d 301, 303 (1996)

1 (quoting *Western United Realty, Inc. v. Isaacs*, 679 P.2d 1063, 1069 (Colo.1984)).

2 78. The overwhelming facts and law illustrate that Plaintiff's claim is frivolous. The
3 findings of fact are incorporated by reference.

4 79. Plaintiff's claim is clearly frivolous: (1) where the pleading was not "well
5 grounded in fact and is warranted by existing law or a good faith argument for the extension,
6 modification or reversal of existing law", and (2) Plaintiff's attorney continued to make frivolous
7 claims. *Bergmann*, 109 Nev. at 676, 856 P.2d at 564. Sanctions are warranted against Plaintiff
8 and its counsel, which includes an award attorneys' fees to Defendants.

9 80. Alternatively, the elements of an abuse of process claim are: "(1) an ulterior
10 purpose by the defendants other than resolving a legal dispute, and (2) a willful act in the use of
11 the legal process not proper in the regular conduct of the proceeding." *Posadas v. City of Reno*,
12 109 Nev. 448, 452, 851 P.2d 438, 441-42 (1993). Abuse of process can arise from both civil and
13 criminal proceedings. *LaMantia v. Redisi*, 118 Nev. 27, 30, 38 P.3d 877, 879 (2002). Malice,
14 want of probable cause, and termination in favor of the person initiating or instituting
15 proceedings are not necessary elements for a prima facie abuse of process claim. *Nevada Credit*
16 *Rating Bur. v. Williams*, 88 Nev. 601, 606, 503 P.2d 9, 12 (1972); Restatement (Second) of Torts
17 § 682 cmt. a (1977). The mere filing of a complaint is insufficient to establish the tort of abuse
18 of process. *Laxalt v. McClatchy*, 622 F. Supp. 737, 751 (1985).

19 81. Under either Rule 11 or Defendants' counterclaim for abuse of process, Plaintiff
20 brought or maintained this action without reasonable ground and only to harass Defendants.
21 NEV. REV. STAT. § 18.010(2)(b). The overwhelming facts and law also show that Plaintiff
22 brought or maintained this claim without reasonable grounds, which justifies an award of
23 attorneys' fees. *Rodriguez v. Primadonna Co., LLC*, 216 P.3d 793, 800 (Nev. 2009).

24 82. Defendants are directed to file a separate order to show cause pursuant to Nevada
25 Rule of Civil Procedure 11(c)(3) on Plaintiff and Plaintiff's prior counsel, Benjamin Childs, as
26 this Honorable Court determined that Plaintiff has violated Rule 11(b). The court will impose an
27 appropriate sanction on any attorney, law firm, or party that violated the rule or is responsible for
28 the violation. The court intends to award to the Defendants the reasonable expenses, including

attorneys' fees and costs, incurred for defending this frivolous lawsuit, either under Rule 11 or as damages for Defendants' counterclaim for abuse of process. This sanction will be limited to what suffices to deter repetition of the conduct or comparable conduct by others similarly situated. The Court may also consider sanctions including nonmonetary directives, an order to pay a penalty into court, or, an order directing payment to Defendants for part or all of the reasonable attorney fees and other expenses directly resulting from the violation.

Based on the foregoing, the Court GRANTS Defendants Motion, DENIES the Counterclaim, and GRANTS attorneys' fees and costs to Defendants pursuant to Nevada Rule of Civil Procedure 11.

IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED that the Motion is **GRANTED**.

IT IS FURTHER ORDERED, ADJUDICATED, AND DECREED that the Countermotion, including the 56(f) Countermotion, is **DENIED**. This is a 2018 case. This Honorable Court will not agree to enlarge discovery.

IT IS FURTHER ORDERED, ADJUDICATED, AND DECREED that Defendants are awarded attorneys' fees and costs pursuant to Rule 11 and/or under the abuse of process counterclaim. Defendants may file an affidavit in support of requested attorney's fees and costs within 10 days of the entry of Order and the Order to Show Cause. Plaintiff may file an objection to any portion of the attorney's fees by filing an objection within five judicial days of service of the affidavit and/or the Order to Show Cause. After the fees are granted, Plaintiff will have ten (10) days of entry of this Order to provide proof of payment to be noticed and filed with the Court.

IT IS FURTHER ORDERED, ADJUDICATED, AND DECREED that this is a final order related to the claims and counterclaim. This Honorable Court directs entry of a final judgment of all claims. To the extent that post-judgment award of attorneys' fees are pending, Defendants may make the claim as set forth in Nevada Rule of Civil Procedure 54(d)(D) (claims for attorney fees as sanctions).

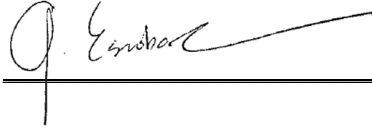
////

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

1 IT IS FURTHER ORDERED, ADJUDICATED, AND DECREED that any
2 outstanding or pending discovery is quashed as moot.

3 IT IS FURTHER ORDERED, ADJUDICATED, AND DECREED that any trial dates
4 and/or calendar calls are vacated as moot.

Dated this 30th day of March, 2021



159 FDE 147E 8F8F
Adriana Escobar
District Court Judge

5
6
7
8
9 Date: March 12, 2021.

Date: March 12, 2021.

10 Respectfully Submitted By:

Approved of as to Form and Content By:

11 MICHAEL B. LEE, P.C.

DAY & NANCY

12 /s/ Michael Lee
13 MICHAEL B. LEE, ESQ. (NSB 10122)
14 MICHAEL MATTHIS, ESQ. (NSB 14582)
15 1820 E. Sahara Avenue, Suite 110
16 Las Vegas, Nevada 89104
Telephone: (702) 477.7030
Facsimile: (702) 477.0096
mike@mblnv.com
Attorneys for Defendants

NO RESPONSE
17 STEVEN L. DAY, ESQ. (NSB 3708)
18 1060 Wigwam Parkway
19 Henderson, NV 89074
20 Tel – 702.309.3333
21 Fax – 702.309.1085
22 sday@daynance.com
23 Attorneys for Plaintiff
24
25
26
27
28

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 W L A B Investment LLC,
Plaintiff(s)

CASE NO: A-18-785917-C

7 vs.

DEPT. NO. Department 14

8
9 TKNR Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/30/2021

15 Brinley Richeson

bricheson@daynance.com

16 Steven Day

sday@daynance.com

17 Michael Matthis

matthis@mblnv.com

18 BENJAMIN CHILDS

ben@benchilds.com

19 Nikita Burdick

nburdick@burdicklawnv.com

20 Michael Lee

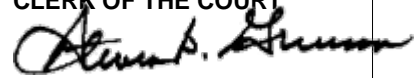
mike@mblnv.com

21 Bradley Marx

brad@marxfirm.com

22 Frank Miao

frankmiao@yahoo.com



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, ET
AL.

Defendants.

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

AFFIDAVIT IN SUPPORT OF
ATTORNEYS' FEES FOR ORDER
GRANTING DEFENDANTS' MOTION
FOR SUMMARY JUDGMENT, OR IN
THE ALTERNATIVE, PARTIAL
SUMMARY JUDGMENT

Date of Hearing: March 11, 2021
Time of Hearing: 9:30 a.m.

Amount Requested: \$128,166.78

And Related Claims

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

MICHAEL B. LEE, ESQ., being first duly sworn, deposes and says:

1. I, MICHAEL B. LEE, being first duly sworn, deposed, and said, that I have personal knowledge and am competent to testify to the facts below, and that this Declaration is submitted in support of the pleading referenced in the above-matter. The facts stated herein are true to the best of my own personal knowledge, except for those facts stated upon information and belief, and as to those facts, I believe them to be true.

2. This Declaration is made in support of the attorneys' fees related to ORDER ("Order") GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, PARTIAL SUMMARY JUDGMENT ("Motion"). I am an attorney with the law firm of MICHAEL B. LEE, P.C. This law firm represents Defendants.

3. Defendants were awarded attorneys' fees related to the underlying Order and related to the Motion. To date, Defendants incurred attorneys' fees in the total amount of \$100,267.64 from the office of Michael B. Lee, P.C. A true and correct copy of the Invoices are attached as **Exhibit A**. The Firm charged Defendants an hourly rate of \$425.00 per hour. This is a reasonable rate giving that the Firm charges \$475 per hour for business law cases, and was just approved at that rate related to a fee award in business court for an evidentiary hearing. A true and correct copy of the Minute Order is attached as **Exhibit B**.

4. I anticipate an additional twenty hours of work related to this Application, which would be an estimated fee of \$8,500.

5. To date, Defendants incurred attorneys' fees in the total amount of \$10,187.50 from the office of Burdick Law, PLLC. A true and correct copy of the Invoices are attached as **Exhibit C**.

6. Further illustrating the reasonableness of the rate, Plaintiff's counsel, Benjamin Childs, charged Plaintiff \$400 per hour for his representation. A true and correct copy of Childs Retainer Agreement is attached as **Exhibit D**.

7. Defendants are seeking reimbursement of **\$118,955.14** for their attorneys' fees and costs.

Michael B. Lee, P.C.

8. I graduated in the top 25% of my law school class, was on the Dean's List, and achieved a CALI Award. I also did an externship with the Clark County Public Defender's Office and one with the United States District Court, District of Nevada with (then) Chief Judge Phillip M. Pro.

9. I have been practicing law since 2006. I am an AV rated attorney and have been AV rated since 2012. I have several industry awards and recognitions based on peer reviews for being a top lawyer in Southern Nevada from Super Lawyers Magazine, AVVO, Nevada Business Magazine, Desert Companion, and various other publications. Additionally, I have also argued before the Nevada Supreme Court and the Ninth Circuit and have three published opinions in the favor of my clients, and several unpublished opinions. I am licensed in Nevada,

1 California, the United States District Court, District of Nevada, the United States Court of
2 Appeals for the Ninth Circuit, and the Supreme Court of the United States. I have sat on the
3 Executive Council for the Young Lawyers Section of the State Bar of Nevada, the Fee Dispute
4 Arbitration Committee for the State Bar of Nevada, and currently sit on the Discipline Panel for
5 the State Bar of Nevada. I am also a vice-chair of the Business Law Committee, SOLO Law
6 Firms, and Plaintiff's Task Force for the Tort Insurance Practice Section of the America Bar
7 Association, and was previously a vice-chair for the Trial Techniques and Corporate Counsel
8 committees.

9 10. I have the highest level of professional standing and skill. Based on my qualities,
10 ability, training, experience, and professional standing with the Nevada Bar Association, the rate
11 and fees charges by Michael B. Lee, P.C. are reasonable according to the *Brunzell* factors.

12 *Burdick Law, PLLC*

13 11. Mrs. Burdick served as a research assistant for Professor Goodman teaching
14 California Evidence, and student articles editor for the Dispute Resolution Law Journal, and
15 finally as a judicial extern to the Honorable Mark R. Denton. She served as a law clerk to the
16 Honorable Mark R. Denton. During this clerkship, Mrs. Burdick gained extensive exposure to a
17 docket of over 800 complex business litigation cases from both the litigator's perspective and the
18 judge. After her clerkship, Mrs. Burdick joined several prestigious law firms in Las Vegas,
19 Nevada prior to opening Burdick Law, PLLC. Her rate of \$200 per hour is reasonable according
20 to the *Brunzell* factors.

21 *Character of the Work Done*

22 12. The work performed in this matter was reasonably suited to the nature of this
23 dispute. Defendants had to defend a frivolous lawsuit from Plaintiff. To illustrate the frivolous
24 nature of the lawsuit, Plaintiff submitted false, misleading representations to defend the initial
25 motion to dismiss by Defendants. A true and correct copy of Opposition is attached as **Exhibit**
26 **E**. The court minutes demonstrate that Mr. Childs falsely argued that there were issues not
27 disclosed by Defendants, a true and correct copy of Minutes is attached as **Exhibit F**, which the
28 underlying Order denoted as false, misleading.

13. After this Honorable Court permitted Plaintiff leave to amend its pleadings, Plaintiff amended the initial complaint's three causes of action ((1) RECOVERY UNDER NRS CHAPTER 113 [Defendants TKNR and Wong]; (2) CONSTRUCTIVE FRAUD [Defendants Investpro and Nickrandt]; (3) COMMON LAW FRAUD [Defendants Investpro and Nickrandt and Lin]; and (4) FRAUDULENT INDUCEMENT [All Defendants]) to fifteen baseless causes of action: (1) Recovery Under NRS Chapter 113 [Defendants TKNR, Wong, and Investpro Manager LLC]; (2) Constructive Fraud [Defendants Investpro, Nickrandt, and Chen]; (3) Common Law Fraud [Defendants Investpro, Investpro Manager LLC, TKNR, Wong and Lin]; (4) Fraudulent Inducement [Defendants TKNR, Investpro Manager LLC, Wong, Investpro and Lin]; (5) Fraudulent Concealment [Defendants TKNR, Wong, Investpro, Investpro Manager LLC, and Lin]; (6) Breach Of Fiduciary Duty [Defendants Investpro and Nickrandt and Chen]; (7) RICO [Defendants Lin, Cheng, Investpro Manager LLC and Investpro Investments I LLC]; (8) Damages Under NRS 645.257(1) [Defendant Chen, Lin, Investpro and Nickrandt]; (9) Failure To Supervise, Inadequate training and Education [Defendant Investpro, Zhang, and Nickrandt]; (10) Fraudulent Conveyance [TKNR]; (11) Fraudulent Conveyance [Investpro Investments I LLC]; (12) Civil Conspiracy [As To Defendant Man Chau Cheng, Lin, Investpro, Wong, TKNR, Investpro Investments I LLC and Investpro Manager LLC]; (13) Breach Of Contract [As To Defendant Investpro]; (14) Breach Of Implied Covenant of Good Faith and Fair Dealing [As To Defendant Investpro]; and (15) Abuse of Process [As To All Defendants].

14. On November 19, 2020, Defendants proffered an offer of judgment on Plaintiff that illustrated the overall frivolous nature of Plaintiff's case. A true and correct copy of Offer of Judgment is attached as **Exhibit F**. In Response, Plaintiff propounded frivolous discovery requests on Cheng, Investments, Management, Realty, Wong, Manager, and TKNR on November 26, 2020, with actual knowledge that there was no basis for the alleged discovery. This action substantially increased Defendants' cost of defense.

15. More illustrating the improper actions by Plaintiff, on February 4, 2021, counsel responded to an e-mail inquiry from Ariana Reed. I sent a simple response. A true and correct copy of the Email chain is attached as **Exhibit G**. Thereafter, Mr. Childs responded with

misleading information, which I had to correct and provide the corroborating documentation. A true and correct copy of the Email chain is attached as **Exhibit H**. As noted in Mr. Childs' e-mail, Plaintiff used discovery to directly try to circumvent the frivolous nature of the lawsuit ("Defendants' Summary Judgment motion is highly unlikely to be granted given the state of outstanding discovery and Plaintiff has filed an extensive opposition and countermotion"). *Id.* at February 4, 2021 5:39 PM.

Actual Work Done

16. The actual work performed in this matter required expertise and significant time and attention to the work. As noted by the preceding exhibits, counsel had to create an exacting plan to demonstrate the frivolous nature of this lawsuit. After extensive preparation for Frank Miao's ("Miao") deposition, the person most knowledgeable, counsel successfully obtained testimony related to the frivolous nature of this lawsuit. Moreover, this testimony also illustrated that this lawsuit was frivolous from the commencement of the action based on the disclosures made prior to the purchase of the property, Mr. Miao's actual knowledge prior to the purchase, and Mr. Miao's actual knowledge of what due diligence required of him.

Work Performed

17. I actually performed all the work on the case with the requisite skill, time and attention required for the work, other than the work performed by Mrs. Burdick.

The Result

18. Defendants successfully obtained, *inter alia*, orders for summary judgment, an order finding that Plaintiff's case was frivolous and violated Rule 11, and an order granting attorneys' fees under either Rule 11 or for abuse of process.

19. This Application is not made or based to cause any undue harassment, delay, or annoyance.

20. Defendants are seeking reimbursement of **\$118,955.14** for attorneys' fees and costs.

////

////

Memo of Costs

21. Michael Lee, Esq., being duly sworn, states: he has personal knowledge of the costs and disbursements expended below; that the items contained in the memorandum are true and correct to the best of this declarant's knowledge and belief; and that the said disbursements have been necessarily incurred and paid in this action.

1. Odyssey Record attached as **Exhibit I**. The Fees only show the filing fee, but do not show the additional electronic filing fees of \$3.50, the merchant fee for the original filing, etc.

2. Transcript invoices attached as **Exhibit J**.

3. Expert Fee attached as **Exhibit K**.

Pursuant to NRS 18.005, 18.010, and 18.020, Defendants hereby claim the following costs:

Filing Fees:	\$766.00
Photographs:	\$12.97
Transcripts:	\$3,934.14
Expert:	\$5,000

TOTAL: **\$9,211.64**

Summary

22. Defendants are seeking \$118,955.14 for attorneys' fees, and \$9,211.64 in costs for a total of \$128,166.78.

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

DATED this 6 day of April, 2021.

/s/ Michael Lee
MICHAEL B. LEE

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

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 6 day of April, 2021, I placed a copy of **AFFIDAVIT IN SUPPORT OF ATTORNEYS' FEES FOR ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, PARTIAL SUMMARY JUDGMENT** as required by Eighth Judicial District Court Rule 7.26 by delivering a copy or by mailing by United States mail it to the last known address of the parties listed below, facsimile transmission to the number listed, and/or electronic transmission through the Court's electronic filing system to the e-mail address listed below.

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

STEVEN L. DAY, ESQ.
DAY & NANCE
1060 Wigwam Parkway
Henderson, NV 89074
Tel – 702.309.3333
Fax – 702.309.1085
sday@daynance.com
Attorneys for Plaintiff

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

Exhibit A

Exhibit A

Michael B. Lee, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104

Invoice

Bill To:
Investpro
Kenny Zhong Lin

Invoice #: 1616
Invoice Date: 11/2/2020
Due Date: 11/2/2020
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
9/29/2020	Review file to determine scope of discovery necessary and other follow up	2	425.00	850.00
9/30/2020	Review Plaintiff's ROG request and Draft initial response for Nikita's finalization and service	2.5	425.00	1,062.50
9/30/2020	Review Plaintiff's RFA request and Draft initial response for Nikita's finalization and service	1.25	425.00	531.25
9/30/2020	Review Plaintiff's RPD request and Draft initial response for Nikita's finalization and service	1.75	425.00	743.75
9/30/2020	(NO CHARGE) Draft e-mail to Nikita re: discovery responses	0.2	0.00	0.00
10/5/2020	Draft Second Supplemental Disclosure of Documents and Witnesses	1.5	425.00	637.50
10/5/2020	(NO CHARGE) Review and respond to multiple e-mails with N. Burdick re: case status and discovery	0.5	0.00	0.00
10/5/2020	Run comparison to ROG responses drafted by N. Burdick and update response	1	425.00	425.00
10/5/2020	Draft Request for Interrogatories	3	425.00	1,275.00
10/5/2020	Draft Request for Production of Documents	2	425.00	850.00
10/6/2020	(NO CHARGE) Review and respond to multiple e-mails with N. Burdick re: case status and discovery	0.5	0.00	0.00
10/6/2020	Draft Request for Admissions	2	425.00	850.00
10/16/2020	Review minute order re: settlement	0.1	425.00	42.50
10/19/2020	Review discovery responses	1	425.00	425.00
10/19/2020	(NO CHARGE) Draft e-mail to client re: review of discovery responses and next steps	0.4	0.00	0.00
10/21/2020	(NO CHARGE) Conference with Kenny re: [REDACTED]	1	0.00	0.00
10/21/2020	Draft e-mail to N. Opfer (expert) re: retention and scope of work	0.2	425.00	85.00
10/21/2020	Telephone call with N. Opfer (expert) re: retention and scope of work	0.3	425.00	127.50

Total

Payments/Credits

Balance Due

Michael B. Lee, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104

Invoice

Bill To:
Investpro
Kenny Zhong Lin

Invoice #: 1616
Invoice Date: 11/2/2020
Due Date: 11/2/2020
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
10/21/2020	(NO CHARGE) Draft multiple e-mails to clients re: [REDACTED]	0.5	0.00	0.00
10/22/2020	Review and Respond to e-mail with N. Opfer (expert) re: retention	0.2	425.00	85.00
10/22/2020	Review brief and opposition in preparation to attend hearing and Attend Hearing	1.5	425.00	637.50
10/22/2020	Draft Notice of Site Inspection	1	425.00	425.00
10/22/2020	Draft multiple e-mails to B. Childs (attorney for Plaintiff) re: settlement conference and leave to amend	0.3	425.00	127.50
10/22/2020	Review e-mail from district court re: minute order	0.1	425.00	42.50
10/22/2020	Draft Order	1.25	425.00	531.25
10/22/2020	Draft Notice of Inspection	0.3	425.00	127.50
10/22/2020	Draft multiple e-mails to B. Childs (attorney for Plaintiff) re: leave to amend, inspection, deposition, settlement conference	0.5	425.00	212.50
10/22/2020	Review and respond to multiple e-mails with B. Childs (attorney for Plaintiff) re: leave to amend, inspection, deposition, settlement conference	0.5	425.00	212.50
10/22/2020	(NO CHARGE) Draft multiple e-mails to client re: [REDACTED]	0.5	0.00	0.00
10/22/2020	(NO CHARGE) Review and Respond to multiple e-mails with client re: [REDACTED]	0.5	0.00	0.00
10/23/2020	Review parties' disclosures	3	425.00	1,275.00
10/23/2020	Prepare Notice of Deposition and Topics	2	425.00	850.00
10/23/2020	Review and respond to multiple e-mails with B. Childs (attorney for Plaintiff) re: leave to amend, inspection, deposition, settlement conference	0.5	425.00	212.50
10/23/2020	(NO CHARGE) Draft multiple e-mails to client re: [REDACTED]	0.5	0.00	0.00

Total

Payments/Credits

Balance Due

Michael B. Lee, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104

Invoice

Bill To:
Investpro
Kenny Zhong Lin

Invoice #: 1616
Invoice Date: 11/2/2020
Due Date: 11/2/2020
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
10/23/2020	(NO CHARGE) Review and Respond to multiple e-mails with client re: [REDACTED]	0.5	0.00	0.00
10/26/2020	Finalize notice of deposition	0.1	425.00	42.50
10/26/2020	Review and Respond to multiple e-mails from B. Childs (attorney for Plaintiff) re: deposition and settlement conference	0.5	425.00	212.50
10/26/2020	Draft e-mail to N. Opfer (expert) re: inspection and availability	0.1	425.00	42.50
10/27/2020	Review and Respond to multiple e-mails from N. Opfer (expert) re: inspection	0.3	425.00	127.50
10/27/2020	Amend Notice of Site Inspection	0.2	425.00	85.00
10/29/2020	Review Order setting settlement conference	0.1	425.00	42.50
10/29/2020	Draft e-mail to B. Childs (attorney for Plaintiff) re: order enlarging discovery	0.1	425.00	42.50
10/29/2020	Review and Respond to multiple e-mails from B. Childs (attorney for Plaintiff) re: order	0.2	425.00	85.00
10/30/2020	Review and Respond to multiple e-mails from B. Childs (attorney for Plaintiff) re: order	0.2	425.00	85.00
10/30/2020	Finalize Order	0.2	425.00	85.00
10/30/2020	Draft e-mail to Department 14 re: proposed order	0.2	425.00	85.00
10/30/2020	Draft Second Request for Interrogatories for Lin	2	425.00	850.00
10/30/2020	Draft First set of request for interrogatories for Cheng	2.5	425.00	1,062.50
10/21/2020	Filing Fee for substitution of attorney		3.25	3.25
Total				\$15,494.50
Payments/Credits				-\$15,494.50
Balance Due				\$0.00

Michael B. Lee, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104

Invoice

Bill To:
Investpro
Kenny Zhong Lin

Invoice #: 1628
Invoice Date: 12/4/2020
Due Date: 12/4/2020
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
10/31/2020	Review pleadings in preparation to Draft Amended Answer, Counterclaim, and Crossclaim	1	425.00	425.00
10/31/2020	Draft Amended Answer and compare with responses by N. Burdick	1.5	425.00	637.50
11/1/2020	Review residential purchase order, disclosures, Air Invoice and papers, etc. in preparation to Draft Counterclaim, and Crossclaim	1.5	425.00	637.50
11/1/2020	Review pleading elements for abuse of process, contribution, and indemnification in preparation to Draft Counterclaim, and Crossclaim	0.5	425.00	212.50
11/1/2020	Draft Counterclaim general allegations	3	425.00	1,275.00
11/2/2020	Review and respond to e-mail from B. Childs (attorney for Plaintiff) re: amended pleading	0.2	425.00	85.00
11/3/2020	Draft Crossclaim	1.5	425.00	637.50
11/3/2020	Review and respond to e-mail from B. Childs (attorney for Plaintiff) re: amended pleading	0.2	425.00	85.00
11/4/2020	Review briefs and attend hearing on Motion to Compel	2	425.00	850.00
11/4/2020	Draft notice vacating deposition	0.2	425.00	85.00
11/4/2020	Draft e-mail to B. Childs (attorney for Plaintiff) re: resetting deposition	0.1	425.00	42.50
11/4/2020	(NO CHARGE) Draft e-mail to client re: [REDACTED]	0.2	0.00	0.00
11/10/2020	Review case law and authority related to amending pleadings and shortening time in preparation to Draft Motion for Leave to File Amended Pleading on Shortened Time	0.5	425.00	212.50
11/10/2020	Review correspondence in preparation to Draft Motion for Leave to File Amended Pleading on Shortened Time	0.2	425.00	85.00
11/10/2020	Draft Motion for Leave to File Amended Pleading on Shortened Time	4	425.00	1,700.00
11/10/2020	Draft e-mail to Department 14 re: request for OST	0.1	425.00	42.50

Total

Payments/Credits

Balance Due

Michael B. Lee, P.C.
 1820 E. Sahara Avenue, Suite 110
 Las Vegas, NV 89104

Invoice

Bill To:
 Investpro
 Kenny Zhong Lin

Invoice #: 1628
Invoice Date: 12/4/2020
Due Date: 12/4/2020
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
11/10/2020	Draft notice of depositions for PMK and Zhu	0.5	425.00	212.50
11/12/2020	Draft Exhibits to Motion for Leave to Amend	0.3	425.00	127.50
11/17/2020	Review Opposition to Motion for leave to amend in preparation to Draft Reply Brief	0.5	425.00	212.50
11/17/2020	Review motion and planned disclosures in preparation to Draft Reply Brief	0.5	425.00	212.50
11/17/2020	Draft Reply Brief	2	425.00	850.00
11/17/2020	Draft e-mail to Department 14 re: Reply Brief	0.1	425.00	42.50
11/17/2020	Travel to/from Property to attend inspection and Attend	3	425.00	1,275.00
11/18/2020	Draft e-mail to N. Opfer (expert) re: amended pleading	0.1	425.00	42.50
11/18/2020	Review Zillow page and save, print photos for disclosure	1.5	425.00	637.50
11/18/2020	Draft Third Supplemental Disclosure	1	425.00	425.00
11/18/2020	(NO CHARGE) Review and Respond to multiple e-mails from N. Opfer (expert) re: Zillow	0.2	0.00	0.00
11/18/2020	(NO CHARGE) Draft e-mail to client re: [REDACTED]	0.2	0.00	0.00
11/18/2020	Review minute order granting motion for leave to amend	0.1	425.00	42.50
11/19/2020	Draft Offer of Judgment	0.75	425.00	318.75
11/19/2020	(NO CHARGE) Draft multiple emails to client re: [REDACTED]	0.2	0.00	0.00
11/19/2020	Review correspondence and procedural rules and Draft e-mail to B. Childs (attorney for Plaintiff) re: inspection and spoliation issues	1	425.00	425.00
11/20/2020	Review Plaintiff's motion for leave to amend	0.2	425.00	85.00
11/20/2020	Draft e-mail to B. Childs (attorney for Plaintiff) re: stipulate to amend pleading	0.1	425.00	42.50
11/20/2020	(NO CHARGE) Review and Respond to multiple e-mails from Kenny re: [REDACTED]	0.5	0.00	0.00

Total

Payments/Credits

Balance Due

Michael B. Lee, P.C.
 1820 E. Sahara Avenue, Suite 110
 Las Vegas, NV 89104

Invoice

Bill To:
 Investpro
 Kenny Zhong Lin

Invoice #: 1628
Invoice Date: 12/4/2020
Due Date: 12/4/2020
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
11/20/2020	Review and format photographs for disclosure by screen capturing images, cropping, and printing to PDF	3	425.00	1,275.00
11/21/2020	Review and format photographs for disclosure by screen capturing images, cropping, and printing to PDF	3	425.00	1,275.00
11/21/2020	Draft fourth supplemental disclosure	0.5	425.00	212.50
11/21/2020	Review additional client documents related to RFA, addenda, receipts, etc. in both Nikita's file (not disclosed) and additional information provided by Kenny	1.25	425.00	531.25
11/21/2020	Draft e-mail to B. Childs (attorney for Plaintiff) re: 4th Supplement	0.1	425.00	42.50
11/21/2020	Draft e-mail to N. Opfer (expert) re: 4th Supplement	0.1	425.00	42.50
11/22/2020	Review and Respond to multiple e-mails from B. Childs (attorney for Plaintiff) re: amended pleading and stipulation	0.3	425.00	127.50
11/22/2020	Review stipulation and approve	0.2	425.00	85.00
11/23/2020	Review Notice of Entry of Order of SAO for Second Amended Complaint	0.1	425.00	42.50
11/28/2020	Draft Order Granting Motion for Leave to amend	1	425.00	425.00
11/28/2020	Draft e-mail to B. Childs (attorney for Plaintiff) re: leave to amend	0.1	425.00	42.50
11/30/2020	Telephone call with N. Opfer (expert) re: report	0.2	425.00	85.00
11/30/2020	(NO CHARGE) Zoom session with client	0.4	0.00	0.00
11/11/2020	Exhibits for Motion for Leave to Amend		3.50	3.50
11/17/2020	Photo Print from site inspection		12.97	12.97
	Total Reimbursable Expenses			16.47
Total				\$16,166.47
Payments/Credits				-\$16,166.47
Balance Due				\$0.00

Michael B. Lee, P.C.
 1820 E. Sahara Avenue, Suite 110
 Las Vegas, NV 89104

Invoice

Bill To:
 Investpro
 Kenny Zhong Lin

Invoice #: 1641
Invoice Date: 1/7/2021
Due Date: 1/7/2021
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
12/1/2020	Telephone call with N. Opfer re: report	0.2	425.00	85.00
12/2/2020	Review and Respond to e-mail from B. Childs (attorney for Plaintiff) re: proposed order for leave to amend	0.3	425.00	127.50
12/2/2020	Review, Revise, and Finalize proposed order	0.2	425.00	85.00
12/2/2020	Draft e-mail to Department 14 re: Order	0.1	425.00	42.50
12/2/2020	Review Opfer report and photographs, my inspection photographs, and other documents, and prepare Fifth Disclosure of Documents	1.5	425.00	637.50
12/2/2020	Draft e-mail to B. Childs (attorney for Plaintiff) re: Opfer photographs and fifth disclosure	0.1	425.00	42.50
12/7/2020	Draft e-mail to B. Childs (attorney for Plaintiff) re: settlement conference	0.2	425.00	85.00
12/7/2020	Review discovery responses, second amended complaint, disclosures, RPA, amendments, expert reports, permit information, and other documents in preparation to Draft Motion for Summary Judgment	3	425.00	1,275.00
12/7/2020	Review case law and authority related to realtor duties, real estate disclosures, caveat emptor, duty to inspect, and other topics in preparation to Draft Motion for Summary Judgment	3	425.00	1,275.00
12/8/2020	Draft fact section and cross reference to exhibits in support of Motion for Summary Judgment	8	425.00	3,400.00
12/8/2020	Draft statement of procedure and review of Second Amended Complaint in support of Motion for Summary Judgment	1	425.00	425.00
12/9/2020	Draft Discussion Section in support of Motion for Summary Judgment	6	425.00	2,550.00
12/10/2020	Continue Drafting Discussion Section in support of Motion for Summary Judgment	5	425.00	2,125.00
12/10/2020	Draft Declaration of K. Lin in support of Motion for Summary Judgment	1	425.00	425.00

Total

Payments/Credits

Balance Due

Michael B. Lee, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104

Invoice

Bill To:
Investpro
Kenny Zhong Lin

Invoice #: 1641
Invoice Date: 1/7/2021
Due Date: 1/7/2021
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
12/11/2020	Review Order vacating settlement conference	0.1	425.00	42.50
12/16/2020	Review notice of hearing	0.1	425.00	42.50
12/22/2020	Review Request for Discovery to Cheng and prepare a response	2	425.00	850.00
12/22/2020	Review Request for Discovery (ROG and RPD) to Investments and prepare a response	3	425.00	1,275.00
12/23/2020	Review Request for Discovery to Realty and prepare a response	1.5	425.00	637.50
12/23/2020	Review Request for Discovery to Wong and prepare a response	1.5	425.00	637.50
12/23/2020	Review Request for Discovery to Manager and prepare a response	1.5	425.00	637.50
12/23/2020	Review Request for Discovery to TKNR and prepare a response	1.5	425.00	637.50
12/15/2020	Filing Fee for motion for summary judgment		200.00	200.00
12/15/2020	E Payment Fee		6.00	6.00
12/15/2020	Electronic Filing Fee for motion		3.50	3.50
	Total Reimbursable Expenses			209.50
Total				\$17,549.50
Payments/Credits				-\$17,549.50
Balance Due				\$0.00

Michael B. Lee, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104

Invoice

Bill To:
Investpro
Kenny Zhong Lin

Invoice #: 1642
Invoice Date: 2/2/2021
Due Date: 2/2/2021
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
1/4/2021	Review and Respond to multiple e-mails from B. Childs (attorney for Plaintiff) re: demand for meet and confer	0.5	425.00	212.50
1/4/2021	Review and Respond to multiple e-mails from B. Childs (attorney for Plaintiff) re: alleged discovery dispute	0.2	425.00	85.00
1/5/2021	Review and Respond to multiple e-mails from B. Childs (attorney for Plaintiff) re: alleged discovery dispute	0.5	425.00	212.50
1/5/2021	Telephone call with B. Childs (attorney for Plaintiff) re: alleged discovery dispute	0.5	425.00	212.50
1/5/2021	Review discovery requests and responses, correspondence, communications, disclosures, and other information in preparation to Draft Motion for Protective Order	2	425.00	850.00
1/5/2021	Review case law and authority related to protective orders, calculation of time, excusable neglect, and other areas in preparation to Draft Motion for Protective Order	1	425.00	425.00
1/5/2021	Draft Motion for Protective Order	6	425.00	2,550.00
1/6/2021	Revise/ Finalize motion for a protective order	1	425.00	425.00
1/7/2021	Review and respond to multiple e-mails with court reporter re: link for deposition and exhibits	0.5	425.00	212.50
1/8/2021	Draft e-mail to B. Childs (attorney for Plaintiff) re: consolidating hearings	0.1	425.00	42.50
1/8/2021	Review exhibits for deposition in preparation for Deposition and prepare outline	8	425.00	3,400.00
1/9/2021	Review exhibits for deposition in preparation for Deposition and prepare outline	5	425.00	2,125.00
1/12/2021	Attend Deposition	7.75	425.00	3,293.75
1/13/2021	Draft e-mail to B. Childs (attorney for Plaintiff) re: deposition of M. Zhu	0.1	425.00	42.50
1/13/2021	Draft Sixth Disclosure of documents	1	425.00	425.00

Total

Payments/Credits

Balance Due

Michael B. Lee, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104

Invoice

Bill To:
Investpro
Kenny Zhong Lin

Invoice #: 1642
Invoice Date: 2/2/2021
Due Date: 2/2/2021
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
1/13/2021	Draft Second request for RPD re: materials related to deposition	1	425.00	425.00
1/19/2021	Review motion to compel in preparation to Draft Opposition to Motion to Compel	0.5	425.00	212.50
1/19/2021	Review prior discovery responses and current requests in preparation to Draft Opposition to Motion to Compel	1.5	425.00	637.50
1/19/2021	Review case law and authority related to motion to compel, unclean hands, excusable neglect, etc. in preparation to Draft Opposition to Motion to Compel	1	425.00	425.00
1/19/2021	Draft Opposition to Motion to Compel	6	425.00	2,550.00
1/19/2021	Revise/Finalize Opposition to Motion to Compel	1	425.00	425.00
1/20/2021	Draft e-mail to B. Childs (attorney for Plaintiff) re: deposition of Marie Zhu	0.1	425.00	42.50
1/20/2021	Draft notice of deposition of Marie Zhu	0.3	425.00	127.50
1/21/2021	Review opposition to motion for summary judgment in preparation to Draft Reply Brief	0.5	425.00	212.50
1/21/2021	Review motion and exhibits to illustrate evidentiary support for summary judgment in preparation to Draft Reply Brief to Opposition	0.5	425.00	212.50
1/21/2021	Review case law and authority related to rule 56(f) in preparation to Draft Reply Brief to Opposition	5	425.00	2,125.00
1/26/2021	Draft Reply Brief to Opposition	4	425.00	1,700.00
1/27/2021	Review transcript and prepare deposition summary	4	425.00	1,700.00
1/28/2021	Draft third request for production of documents re: appraisals	0.5	425.00	212.50
1/28/2021	Condense deposition summary and prepare working notes for testimony of Frank Miao	4	425.00	1,700.00

Total

Payments/Credits

Balance Due

Michael B. Lee, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104

Invoice

Bill To:
Investpro
Kenny Zhong Lin

Invoice #: 1642
Invoice Date: 2/2/2021
Due Date: 2/2/2021
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
1/29/2021	Draft Supplement to Motion to dismiss with F. Miao deposition	4	425.00	1,700.00
1/29/2021	Extrapolate deposition testimony and highlight in support of supplement	1.25	425.00	531.25
2/1/2021	Review Opposition to motion for protective order in preparation to Draft Reply	0.5	425.00	212.50
2/1/2021	Draft Reply Brief	4.25	425.00	1,806.25
1/6/2021	Filing Fee for Motion for Protective order		3.50	3.50
1/21/2021	Filing Fee for Reply Brief to Opposition		3.50	3.50
1/29/2021	Filing Fee for Supplement		3.50	3.50
2/1/2021	Filing Fee for Reply Brief		3.50	3.50
2/2/2021	Advanced Client Costs:transcript		2,967.67	2,967.67
	Total Reimbursable Expenses			2,981.67
Total				\$34,665.42
Payments/Credits				-\$34,665.42
Balance Due				\$0.00

Michael B. Lee, P.C.
 1820 E. Sahara Avenue, Suite 110
 Las Vegas, NV 89104

Invoice

Bill To:
 Investpro
 Kenny Zhong Lin

Invoice #: 1673
Invoice Date: 3/4/2021
Due Date: 3/4/2021
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
2/4/2021	Review and respond to e-mail from Department 14 re: status of case	0.3	425.00	127.50
2/10/2021	Review minute order setting status check	0.1	425.00	42.50
2/10/2021	Review and Respond to e-mail from B. Childs (attorney for Plaintiff) re: depositions	0.3	425.00	127.50
2/10/2021	Draft notice of deposition of Plaintiff's expert and supporting subpoena	1.5	425.00	637.50
				0.00
2/12/2021	Review notice of deposition of Chi On Wong	0.2	425.00	85.00
2/12/2021	Draft e-mail to B. Childs (attorney for Plaintiff) re: depositions	0.1	425.00	42.50
2/12/2021	Draft notice vacating deposition of M. Zhu	0.2	425.00	85.00
2/17/2021	Review Plaintiff's Responses to TKNR's second request for RPD	0.5	425.00	212.50
2/17/2021	Draft e-mail to B. Childs (attorney for Plaintiff) re: Plaintiff's response to TKNR's 2nd RPD	0.5	425.00	212.50
2/18/2021	Review renewed motion to compel and draft opposition and Countermotion	2	425.00	850.00
2/22/2021	Review pleadings and briefs for motion for summary judgment in preparation to attend hearing	1.5	425.00	637.50
2/23/2021	Attend motion for summary judgment	0.5	425.00	212.50
2/23/2021	Review and Respond to e-mail from court re: resetting of hearing	0.2	425.00	85.00
2/24/2021	Draft general notice re: oppositions to all renewed motions	1	425.00	425.00
2/18/2021	Filing Fee for Opposition and Countermotion		3.50	3.50
2/24/2021	Filing Fee for General Opposition		3.50	3.50
	Total Reimbursable Expenses			7.00
Total				\$3,789.50
Payments/Credits				-\$3,789.50
Balance Due				\$0.00

1273

Michael B. Lee, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104

Invoice

Bill To:
Investpro
Kenny Zhong Lin

Invoice #: 1689
Invoice Date: 4/2/2021
Due Date: 4/2/2021
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
2/4/2021	Review and respond to e-mail from Department 14 re: status of case	0.3	425.00	127.50
3/2/2021	Review motions and prepare for discovery hearing and Attend	2	425.00	850.00
3/2/2021	Prepare Seventh Supplemental disclosure	1	425.00	425.00
3/2/2021	Review Plaintiff's Second Supplemental Disclosure	0.2	425.00	85.00
3/3/2021	Telephone call with B. Childs (attorney for Plaintiff) to discuss outstanding discovery	1	425.00	425.00
3/3/2021	Draft e-mail to Discovery Commissioner re: request to vacate hearings	0.1	425.00	42.50
3/3/2021	Review and Respond to multiple e-mails with Discovery and B. Childs (attorney for Plaintiff) re: vacating hearings	0.5	425.00	212.50
3/3/2021	Telephone call with B. Childs (attorney for Plaintiff) re: meet and confer for discovery dispute	1	425.00	425.00
3/3/2021	Draft e-mail to B. Childs (attorney for Plaintiff) re: meet and confer for discovery dispute	0.5	425.00	212.50
3/4/2021	Review and Respond to multiple e-mails with Discovery, B. Childs (attorney for Plaintiff), and F. Miao re: Childs termination and depositions	0.5	425.00	212.50
3/5/2021	Review and Respond to multiple e-mails with Discovery, B. Childs (attorney for Plaintiff), and F. Miao re: Childs termination and depositions	0.5	425.00	212.50
3/5/2021	Review Objection to deposition of A. Sani (expert)	0.1	425.00	42.50
3/5/2021	Review motion to withdraw	0.2	425.00	85.00
3/8/2021	Attend Deposition of A. Sani (Plaintiff's expert)	0.75	425.00	318.75
3/8/2021	Review proposed DCRR for motion to compel and make changes	1	425.00	425.00
3/9/2021	Attend status check	0.5	425.00	212.50
3/9/2021	Draft e-mail to B. Childs (attorney for Plaintiff) re: DCRR	0.2	425.00	85.00

Total

Payments/Credits

Balance Due

Michael B. Lee, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104

Invoice

Bill To:
Investpro
Kenny Zhong Lin

Invoice #: 1689
Invoice Date: 4/2/2021
Due Date: 4/2/2021
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
3/9/2021	Review and Respond to multiple e-mails from B. Childs (attorney for Plaintiff) re: DCRR	0.3	425.00	127.50
3/9/2021	Review and Respond to multiple e-mails with S. Day (new attorney) re: new hearing date	0.2	425.00	85.00
3/10/2021	Draft e-mail to Court re: brief continuance of hearing	0.1	425.00	42.50
3/10/2021	Review and Respond to multiple e-mails with Department 14 and S. Day (new attorney) re: new hearing date	0.5	425.00	212.50
3/10/2021	Review and Respond to multiple e-mails with S. Day (new attorney) re: new hearing date	0.3	425.00	127.50
3/10/2021	Review substitution of attorneys	0.1	425.00	42.50
3/11/2021	Review briefs and other materials related to motion for summary judgment	1	425.00	425.00
3/11/2021	Attend hearing on Motion for Summary Judgment	1	425.00	425.00
3/11/2021	Review briefs, exhibits, and other information in preparation to Draft Order granting summary judgment and Rule 11 Sanctions	1	425.00	425.00
3/11/2021	Draft Order granting summary judgment and Rule 11 Sanctions	6	425.00	2,550.00
3/12/2021	Draft Order granting summary judgment and Rule 11 Sanctions	6	425.00	2,550.00
3/12/2021	Draft e-mail to S. Day (attorney for Plaintiff) re: proposed Order	0.2	425.00	85.00
3/16/2021	Review and respond to multiple e-mails from the Discovery Commissioner re: defective DCRR	0.5	425.00	212.50
3/17/2021	Review and Respond to e-mail from S. Day (attorney for Plaintiff) re: defective DCRR	0.2	425.00	85.00
3/17/2021	Draft e-mail to Department 14 re: proposed order	0.2	425.00	85.00
3/17/2021	Finalize Proposed Order	0.3	425.00	127.50
3/31/2021	Draft Notice of Entry of Order	0.3	425.00	127.50
3/4/2021	WLAB v. Lin et al. - Expert Deposition Fee		0.00	0.00

Total

Payments/Credits

Balance Due

Michael B. Lee, P.C.
1820 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104

Invoice

Bill To:
Investpro
Kenny Zhong Lin

Invoice #: 1689
Invoice Date: 4/2/2021
Due Date: 4/2/2021
Project: WLAB Invest...
P.O. Number:

Serviced	Description	Hours	Rate	Amount
3/16/2021	Deposition of Amin Sani		465.00	465.00
3/30/2021	Filing Fee for Notice of Entry of Order		3.50	3.50
	Total Reimbursable Expenses			468.50
Total				\$12,602.25
Payments/Credits				\$0.00
Balance Due				\$12,602.25

EXHIBIT B

EXHIBIT B

A-18-780627-B

**DISTRICT COURT
CLARK COUNTY, NEVADA**

**Purchase/Sale of Stock, Assets,
or Real Estate**

COURT MINUTES

April 02, 2021

A-18-780627-B Fred Khalilian, Plaintiff(s)
vs.
Monster Products, Inc., Defendant(s)

April 02, 2021 3:00 AM Status Check: Response to Application for Fees

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** Chambers

COURT CLERK: Carina Bracamontez-Munguia/cbm

PARTIES None. Minute order only – no hearing held.
PRESENT:

JOURNAL ENTRIES

- The Court having reviewed the Application for Attorney's Fees following the Rule 37 Evidentiary Hearing and the related briefing and being fully informed, ORDERED request GRANTED IN PART. After evaluation of the Brunzell factors, the Court AWARDS \$43,943.45. Mr. Lee is DIRECTED to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order.

CLERK S NOTE: A copy of this minute order was distributed via e-mail to all parties. // cbm
04/02/2021

PRINT DATE: 04/02/2021

Page 1 of 1

Minutes Date: April 02, 2021

1278

EXHIBIT C

EXHIBIT C

Burdick Law, PLLC
6625 South Valley View Blvd
Suite 232
Las Vegas, NEVADA (NV) 89118
United States
702-481-9207

Burdick Law, PLLC

Kenny Lin
3553 S Valley View Blvd
Las Vegas, NV 89103
United States

Balance \$2,687.50
Invoice # 00482
Invoice Date April 6, 2021
Payment Terms
Due Date

Litigation: WLAB Investment LLC v. Investpro et. al. (403)

Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
01/02/2019	NB	Review and Analyze	Review and analyze documents provided by the client in preparation of responding to the complaint.	\$200.00	3.7	\$740.00
01/03/2019	NB	Review and Analyze	Review and analyze Plaintiff's Complaint in preparation of responding thereto.	\$200.00	1.3	\$260.00
01/07/2019	NB	Draft	Draft, finalize and file Defendant's Motion to Dismiss or in the alternative for Summary Judgment or in the Alternative for a More Definitive Statement.	\$200.00	6.2	\$1,240.00
01/28/2019	NB	Review and Analyze	Review and analyze Plaintiff's Opposition to our Motion to Dismiss.	\$200.00	1.9	\$380.00
02/04/2019	NB	Draft	Draft, finalize and file Reply to Defendant's Motion to Dismiss.	\$200.00	1.3	\$260.00
02/07/2019	NB	Attend hearing	Prepare for, attend hearing and present arguments on Defendant's Motion to Dismiss.	\$200.00	3.4	\$680.00
03/18/2019	NB	Review and Analyze	Review and analyze Amended Complaint in preparation of drafting the answer.	\$200.00	2.1	\$420.00
03/19/2019	NB	Draft	Draft, finalize and file Answer to Plaintiff's Amended Complaint.	\$200.00	1.8	\$360.00
04/12/2019	NB	Draft	Draft, finalize and prepare Initial Disclosures and review documents to disclose.	\$200.00	2.7	\$540.00
04/12/2019	NB	Review and Analyze	Review additional documents provided by the client in preparation of disclosing the same in the initial disclosures.	\$200.00	2.4	\$480.00
05/31/2019	NB	Arbitration	Preparing for and attending Arbitration conference-Early Case Conference	\$200.00	0.8	\$160.00
12/19/2019	NB	Review and Analyze	Review and analyze Court Scheduling Order.	\$200.00	0.3	\$60.00
02/27/2020	NB	Review and Analyze	Review and analyze Request for Admissions and email the client regarding [REDACTED]	\$200.00	0.5	\$100.00

02/27/2020	NB	Rev ew and Ana yze	Rev ew and ana yze he F rs Reques for In erroga or es d rec ed a TKNR and ema he c en [REDACTED]	\$200.00	0.7	\$140.00
02/27/2020	NB	Rev ew and Ana yze	Rev ew and ana yze he F rs Reques for Produc on o TKNR and break down he documen s [REDACTED]	\$200.00	1.2	\$240.00
03/25/2020	NB	Rev ew and Ana yze	Rev ew and ana yze he c en's responses o he F rs Reques for Adm ss ons d rec ed a TKNR and ema he c en [REDACTED]	\$200.00	1.2	\$240.00
03/25/2020	NB	Rev ew and Ana yze	Rev ew and ana yze c en's responses o he F rs Se of In erroga or es o TKNR and ema he c en [REDACTED]	\$200.00	0.6	\$120.00
03/25/2020	NB	Rev ew and Ana yze	Rev ew and ana yze he documen s prov ded by he c en n prepara on of draf ng a response o he F rs Reques for Produc on o TKNR.	\$200.00	1.8	\$360.00
04/03/2020	NB	Draf	Draf , f na ze and f e Defendan's Response o P a n ff's F rs Reques s for Adm ss ons o Defendan TKNR.	\$200.00	2.8	\$560.00
04/03/2020	NB	Draf	Draf correspondence o he c en den fyng [REDACTED] [REDACTED] Correspond w h c en regard ng [REDACTED]	\$200.00	1.2	\$240.00
04/05/2020	NB	Rev ew and Ana yze	Rev ew and ana yze documen s prov ded by he c en n prepara on of f ng responses o P a n ff's frs reques for produc on of documen s o TKNR Inc.	\$200.00	4.3	\$860.00
04/08/2020	NB	Draf	Draf , f na ze and f e Defendan's Responses o P a n ff's F s Se of In erroga or es o Defendan TKNR, Inc.	\$200.00	2.2	\$440.00
04/08/2020	NB	Draf	Draf Response o P a n ff's F rs Se of Reques s for Produc on of Documen s o Defendan TKNR, Inc. Prepare documen s for d sc osure.	\$200.00	4.2	\$840.00
04/08/2020	NB	Draf	Draf , f na ze and f e Responses o P a n ff F rs Reques for Adm ss ons o Defendan Inves pro Manager, LLC.	\$200.00	0.4	\$80.00
10/15/2020	NB	Draf	Draf , f na ze and f e Defendan's Mo on o En arge D sc overy on OST.	\$200.00	0.7	\$140.00

To a s: **49.7 \$9,940.00**

Expenses

Da e	EE	Ac v y	Descr p on	Cos	Quan y	L ne To a
01/07/2019	NB	Cour F ng	In a Appearance Fee D sc osure Defendan s	\$3.50	1.0	\$3.50
01/07/2019	NB	Cour F ng	Mo on o D sm s	\$3.50	1.0	\$3.50
01/09/2019	NB	Cour F ng	In a Appearance Fee D sc osure	\$3.50	1.0	\$3.50
03/04/2019	NB	Cour F ng	Rep y o Mo on	\$3.50	1.0	\$3.50
03/19/2019	NB	Cour F ng	F ng of Answer	\$226.50	1.0	\$226.50
04/12/2019	NB	Cour F ng	F ng of In a D sc osure	\$3.50	1.0	\$3.50
10/15/2020	NB	Cour F ng	F ng of Mo on o En arge D sc overy	\$3.50	1.0	\$3.50

Expense To a : **\$247.50**

Adjustments

Item	Applied To	Type	Description	Base	Percent	Line To a
Discount	Sub-To a	\$ - Amount	Re a ner rece ved from c en			(\$7,500.00)

Discount To a : **(\$7,500.00)**

Time Entry Sub-To a :	\$9,940.00
Expense Sub-To a :	\$247.50
Sub-Total:	\$10,187.50
Discounts:	(\$7,500.00)
Total:	\$2,687.50
Amount Paid:	\$0.00
Balance Due:	\$2,687.50

EXHIBIT D

EXHIBIT D

ATTORNEY FEE AGREEMENT

This contract witnesses that Benjamin B. Childs, Esq.(attorney) and W L A B Investment, LLC (client(s)), agree to enter into a binding contract as provided below.

GENERAL PROVISIONS

1. Attorney will represent client's legal interests by taking whatever steps attorney deems necessary and appropriate concerning the following case(s):

1. Failure to disclose defect on 2132 Houston Dr Las Vegas, NV
Case # A-18-785917-C

2. Client will do nothing which could adversely affect the engagement of attorney and will fully cooperate with attorney.

2a. Client acknowledges that failure to cooperate fully with attorney may result in withdrawal of representation if, in the attorney's sole discretion, such failure to cooperate substantially interferes with attorney's ability to provide adequate legal representation.

2b. Client will provide all information required by attorney to effectively represent client's legal interests. Client will be solely responsible for the accuracy and completeness of this information.

2c. Client acknowledges that attorney will send any notices to client's last address. Client is responsible for keeping attorney informed of client's address.

FEES

3. Client will pay a \$ 15,000 retainer. \$15,000 is the minimum amount that attorney will charge for this case. Client has paid \$10,000 by charging to credit card on June 11, 2020 and will pay the remaining \$5,000 balance on or before June 20, 2020.

3A. Attorney will charge \$ 400 per hour for attorney time and \$ 150 per hour for paralegal time billed in 1/10 hour increments. Interest on unpaid invoices is assessed at 1.5 % per month. The client is deemed to have accepted the attorney bill if not disputed within 30 days.

3B. Client will pay all costs associated with attorney's representation. Client agrees to pay \$.10 per copy for all copies required by attorney.

3C. You, as the client, have the right to terminate our attorney-client relationship at any time at will – meaning for any reason or no reason. Because the attorney-client relationship is one of mutual trust and respect, by this agreement you are expressly agreeing that my Firm similarly terminate can the attorney-client relationship at will – that is, at any time and for any reason or no reason. Further, you agree that if my Firm seeks to withdraw from any litigated matter, I may present this paragraph to the tribunal as part of my motion to be relieved as counsel.

Initial EQM

4. Client agrees that the retainer will be replenished by him/her/it in \$3,000 increments within five business days of being notified by attorney that the retainer balance remaining with attorney is less than \$750.
5. This agreement, and/or portions thereof, may be actual or potential interests adverse to you, the client. Accordingly, you need to review this agreement carefully. Further, by signing this agreement you are acknowledging that you have been advised of your right to obtain independent counsel to review this agreement and advise you regarding it.

WE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT BEFORE SIGNING IT.



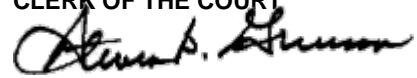
_____ ^{Date}
6/1/10 (CLIENT)

_____ BENJAMIN B. CHILDS, ESQ.

_____ (ATTORNEY)

EXHIBIT E

EXHIBIT E



BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865
Fax 384-1119
ben@benchilds.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

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

Defendants

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

Hearing : 2/7/2019
09:30

=====

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

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

INTRODUCTION

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

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

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

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

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

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

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

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

5
6 NO CONCISE STATEMENT OF UNDISPUTED FACTS
7

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

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

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

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

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

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

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

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

16 NO WAIVER OF REQUIRED DISCLOSURES

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

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

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

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

28 PLAIN MEANING OF STATUTE

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

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

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

9
10 DISCLOSURES REQUIRED BY STATUTE

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

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

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

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

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

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

25 (b) If, after service of the completed disclosure form but before
26 conveyance of the property to the purchaser, a seller or the seller's
27 agent discovers a new defect in the residential property that was not
28 identified on the completed disclosure form or discovers that a defect
29 identified on the completed disclosure form has become worse than
30 was indicated on the form, the seller or the seller's agent shall inform
31 the purchaser or the purchaser's agent of that fact, in writing, as soon
32 as practicable after the discovery of that fact but in no event later than
the conveyance of the property to the purchaser. If the seller does not
agree to repair or replace the defect, the purchaser may:

(1) Rescind the agreement to purchase the property; or

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

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

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

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

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

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

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

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

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

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

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

(a) Rescind the agreement to purchase the property at any time before

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

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

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

25 5. A purchaser may not recover damages from a seller pursuant to
26 subsection 4 on the basis of an error or omission in the disclosure
27 form that was caused by the seller's reliance upon information
28 provided to the seller by:
29 (a) An officer or employee of this State or any political subdivision of
30 this State in the ordinary course of his or her duties; or
31 (b) A contractor, engineer, land surveyor, certified inspector as defined
32 in NRS 645D.040 or pesticide applicator, who was authorized to
practice that profession in this State at the time the information was
provided.

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

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

5 DEFENDANTS KNEW THE CONDITION OF THE PROPERTY
6

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

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

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

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

1 FACTUAL STATEMENTS IN THE COMPLAINT COMPLY WITH NRCP 9

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

5 See Exhibit D, pages 3 - 4.
6

7 INVESTPRO REPRESENTED BUYER IN THE PURCHASE
8

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

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

22 NRCP 56(f) states as follows :

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

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

1 CONCLUSION

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

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

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

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

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

18
19

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

22 CERTIFICATE OF ELECTRONIC SERVICE

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

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

29
30

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

1 Exhibits

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

10

11 DECLARATION OF COUNSEL REGARDING LACK OF DISCOVERY

12

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

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

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

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

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

18 significant additional documentation and knowledge than they disclosed in their

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

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

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

22 response to Defendants' Motion to Dismiss.

23

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

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

26

27 Executed on January 25, 2019

28 (date)

/s/ Benjamin B. Childs, Sr.

(signature)

DECLARATION OF FRANK MIAO

I am the manager of W L A B INVESTMENT, LLC [WLAB] and I was involved in the purchase of the Subject Property at **2132 Houston Dr Las Vegas, NV**, which is a tri-plex residential rental apartment building. All three rental units are in one building and they are identified as units A, B and C and are under one roof.

I found the property listed on Zillow. Because the Subject Property is a rental property, the landlord and property manager have to provide and maintain a safe, healthy and habitable condition for the tenant. When I inspected on August 10, 2017 Unit A was occupied, but Units B C were on the market for rent. Kenny Lin [Lin] showed me the Subject Property representing that he was the listing agent and that he was also the CEO of Investpro. Later, WLAB hired Lin as the buyer's agent for this transaction. At that time, he told me that Investpro was the property manager for the Subject Property. Later, I found out that Lin is also the manager for the flipping fund which had recruited investors, had purchased this Subject Property, had identified the scope of the renovation, managed the renovation project from soliciting bids, to awarding bids to paying contractors, and was now selling the Subject Property under his supervision and authority. Attached is the promotional website evidencing this fact [Exhibit A], plus the vesting deed when the Subject Property was purchased in September, 2015 had the address for TKNR as 3553 S. Valley View Blvd Las Vegas, NV 89103, which is Investpro's address. [Exhibit B]

Investpro was the property manager and the remodeler of the Subject Property. Investco is also the flipping fund manager; they do the property management, they are directly involved in the renovation, and they are the real estate broker. Investpro makes a 25% profit on each project they renovate and flip, plus the sales commissions to Investpro; the investor makes a 75% profit. Investpro is much more involved than just the normal broker. In addition to selling the property, Investpro finds investors, buys the property from auction, manages the property, identifies the scope of renovation, and manages the renovation project from soliciting bids to awarding bids to paying contractors, along with obtaining the tenants and managing rentals.

In line with it's formula, Investpro bought the Subject Property at a foreclosure auction, found TKNR as the investor, the receipts for the heatpump package unit installation and replacement projects are to Investpro [Exhibit 4], and Investpro managed the renovation, admittedly without using licensed electrical, plumbing and HVAC contractors or having required permits. A licensed electrical contractor and a electrical permit would have required an upgrade of the electrical supply system; note that heatpump system uses 220 volt system but the swamp cooler only needs a 110 volt system. A licensed plumbing contractor and a plumbing permit would have required to remove the water line for the swamp cooler and the natural gas line after the natural gas wall furnace was removed. The HVAC or mechanical permit would have been required to install the heatpump package units and do the load calculations such as weight and wind load for structural evaluation. Specific to the heating and cooling upgrades, when Investpro bought at a bank auction in September, 2015, the Subject Property originally had cooling by swamp coolers and heating by natural gas wall furnaces.

In early March, 2016 Investpro installed one 5 ton heatpump package unit, which does both heating and cooling, on one roof area, but they did not apply for a permit to upgrade the electrical system and there was correspondingly no inspection of the electrical system. [See

Exhibit 4] As part of this process, they dismantled the old natural gas wall furnaces and disconnected the natural supply gas lines, without a permit or inspection or work by a licensed contractor, and then covered with drywall, texture and paint. When the 5 ton heatpump package unit was installed on the roof, apparently they did not do a weight load and a wind load calculation for the roof structure evaluation. Investpro also added larger electrical lines in the ceiling to serve the 5 ton heatpump package unit, without a permit or an inspection done by a licensed electrical contractor. Plus, new air ducts were installed on the roof without permit or inspection. This ducting required being anchored to the roof, which caused new roof leakages. In early 2017, the 5 ton heatpump package unit was too heavy and unstable and caused a lot of noise. The tenant in unit A, Nicholas Quiroz, complained and threatened to call code enforcement. So Investpro installed new two window air conditioning units in Unit A [not by a professional, also without a permit or inspection] and removed the 5 ton one year old heatpump package unit and then installed two new 2 ton heatpump package units on the roof, installed by Air Team, also without a permit or inspection and ran new electrical lines without a permit or an inspection. They opened new big holes in roof when they installed the two new 2 ton units, but again there was no calculation about the weight and wind load calculations and the roof structural evaluation. When they installed the two new 2 ton units there were multiple new roof penetrations for the new air ducts and anchors, which also have resulted in roof leaks. These are the 2 receipts for the repairs attached as Exhibit 4 to Defendants' motion. All these HVAC modifications required an upgrade to electrical system, with a permit and inspection. So all 3 units had air conditioning installed with no permit or inspection of the electrical systems. Plus, the natural gas pipes were removed without a permit or inspection.

I went to the City of Las Vegas and confirmed that there were no permits for Investpro's work on any renovation project, including the plumbing, HVAC, structural or the electrical systems.

During my inspection on August 10, 2017, I pointed out several code violations to Lin such as the smoke alarms were not installed at the right location and some were missing, the outlets near the water faucets in the kitchen, bathroom and laundry room were not GFCI outlets which is required by the UBC electrical code, the CO alarm was missing or not in right location, there was a window broken in one unit, drywall was not complete around the window air conditioning unit installed in Unit A, there were electrical wires exposed and the ceramic floor tiles were cracked, etc. See Exhibit C attached hereto, emails dated August 17 and August 24, 2017. These problems would not pass a city code enforcement inspection. In fact, I told Lin that if tenant called code enforcement at this, the rental unit could be shut down by code enforcement until repaired and corrected. Before WLAB bought the property, WLAB insisted that the code violations that had been identified were repaired and corrected; although they resisted, Investpro did repair part of the code violations that were identified. Investpro had rented to the tenants without meeting the minimum code standards for habitability. WLAB had to spend a lot of money to bring up the Subject Property to code and correct the code violations after the old tenants moved out.

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

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

to Defendants' Motion are invoices for units B & C, including the old 5 ton heatpump unit which they removed in June, 2017 and replaced with the two 2 ton units as I described above. Thus, this does not address the issues raised in WLAB's complaint.

As to Exhibit 3, the waiver of inspection dated September 5, 2017, inspection was waived because I had just inspected it in August, 2017.

At the August 10, 2017 inspection, I could not inspect the dryer vents into the ceiling without destructing the ceiling drywall. WLAB did not waive the inspection; an inspection was conducted on August 10, 2017 with myself and Lin. The complaints outlined in the Complaint were hidden behind drywall.

I note that the Seller's Real Property Disclosure Form [SRPDF] had nothing about the following :

- * Removal of natural gas wall furnace, which occurred with no permit or inspection.
- * Removal of natural gas supply line, which occurred with no permit or inspection.
- * Upgraded electrical system to add additional lines and new power supply with no permit or inspection.
- * Disclosure says there's a problem with cooling, but provides no details about the history or what the problem was.
- * Disclosure says there's a problem with heating and there are no details about the history of the heating system or what the problem was.
- * The two marks about repairs made without permits, but there is no explanation.

Unit A still has no central heat, but uses portable electrical heaters because the related supply gas line was removed.

The renovations by Investpro were not MINOR renovations as argued in their motion. These are major rehabilitation projects. Two bathrooms were completely redone without a permit or inspection. The roof had holes opened. Old swamp coolers and some natural gas furnaces were moved and then hidden by drywall and painted. The HVAC system on the roof was replaced twice, plus plumbing, tile, electrical modifications. These require a permit as set forth in the attached flyers.

I did inspect this Subject Property on August 10, 2017 and SRPDF was dated August 7, 2017. I only performed a non-invasive and non-destructive inspection.

I began investigations in earnest in early July, 2018, after WLAB had bought it, while Investpro was still the property manager and the tenant notified me of an electrical problem in Unit A.

Due to roof structure being damaged, every time it rains the roof leaks. The recent rains in January, 2019 revealed that both bathroom vents were not vented outside, but just into the ceiling attic, which is a violation of the building code. These violations were also hidden behind drywall and could not have been identified without invasive investigation.

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

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

Executed on

1/24/2019
(date)


(signature)

EXHIBIT A

EXHIBIT A

Flipping Fund Iv - InvestPro Realty

[Statement]



FLIPPING FUND
INVESTPRO INVESTMENTS I LLC
PRESENT BY INVESTPRO MANAGER LLC



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



恆興地產



1. 周期: 1-3 年。
2. 投资门槛: 最少\$5万, 每股\$1000。
2. 用途: 在拉斯维加斯短炒住宅。
3. 回报: 每年先付8%的红利, 按季度付, 然后在所有本金收回后, 纯利润的75%给投资人, 25%给管理公司。
5. 退出: 头12 个月不可退出, 过后可以自行买卖或由公司买回。

截止日期: 2015年12月31日

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

CLOSE OUT DATE: DEC. 31,2015



WHAT's FLIPPING FUND?

所谓 | 短炒基金

FLIPPING FUND IS ESTABLISHED BY INVESTPRO INVESTMENTS FOUNDATION. THE FUND WILL BE INVESTED ON PURCHASING VALUE INCREASING REAL ESTATES IN LAS VEGAS. ONCE REACHED THE TERM, THE PROPERTY WILL BE SOLD OUT. PROFITS WILL BE PUT BACK INTO THE FUND FOR INVESTING ANOTHER PROPERTY.

「短炒基金」

是由恒兴投资基金建立的一个投资资金池，用于在拉斯维加斯买入预期升值的房产项目。短期获利后，迅速抛售套现离场，所获利资金再次用于投资其他相似房产项目，以此循环获利。

InvestPro Investment Foundation | 3553 S Valley View Blvd, Las Vegas, NV 89103 | P: +1 (702) 997-3832 | F: +1 (702) 997-3836 | www.investprorealty.net

04

06

09

10

11

案例分析
SUCCESSFUL PROJECTS

已运作项目
PROJECT LIST

短炒周期
FLIPPING TERM

资金分配
INVESTMENTS & EXPENSES

投资回报
PRO FORMA

InvestPro Investment Foundation | 3553 S Valley View Blvd, Las Vegas, NV 89103 | P: +1 (702) 997-3832 | F: +1 (702) 997-3836 | www.investprorealty.net

案例分析
SUCCESSFUL PROJECTS

4320 NOLAN LN
LAS VEGAS NV

03/02
2015

102天/DAY

06/12
2015

增值
INCREASE IN VALUE
\$55,500.00

HOW LONG's THE FLIPPING TERM? 多久 | 短炒周期

134 DAY. WE SET THE FLIPPING TERM AS 130 DAYS. IT IS A ESTIMATED NUMBER BASED ON THE PROPERTIES WE ARE OPERATING NOW. WE AVERAGE THE TERM BETWEEN PURCHASE AND SOLD, THEN PLUS 15 ACQUISITION DAYS. THEREFORE IN 365 DAYS, ALL OF FUNDS WILL BE FLIPPED FOR 2.72 TIMES

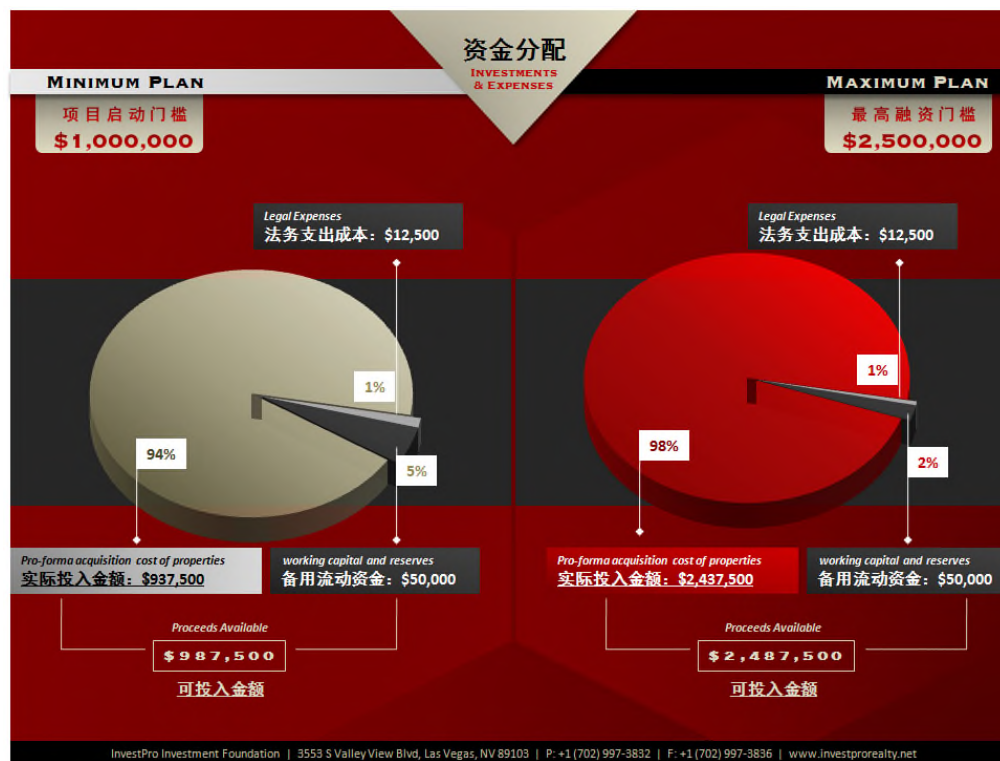
「134天」我们将短炒周期设定为134天，这是以我们目前已运作房产项目，从买入至卖出所用天数的平均值（119天）加上购置周期（15天），所得出的一个平均短炒周期数。若全年以365天计，资金将用于短炒2.72次/年

年盈利率

PROFIT PER FLIP 每次利润 8.71% × FLIPS PER YEAR 年短炒次数 2.72 = 23.69%

COMPOUND RATE

InvestPro Investment Foundation | 3553 S Valley View Blvd, Las Vegas, NV 89103 | P: +1 (702) 997-3832 | F: +1 (702) 997-3836 | www.investprorealty.net



投资回报率

MINIMUM PLAN	PRO FORMA					
项目启动门槛 \$1,000,000	可投入金额	年盈利率	资金成长	年固定回报额	基金管理年费	总剩余资本



相关政策

TERMS & CONDITIONS

1. 周期: 1-3 年。
2. 投资门槛: 最少\$5万, 每股\$1000。
2. 用途: 在拉斯维加斯短炒住宅。
3. 回报: 每年先付8%的红利, 按季度付, 然后在所有本金收回后, 纯利润的75%给投资人, 25%给管理公司。
5. 退出: 头12 个月不可退出, 过后可以自行买卖或由公司买回。

截止日期: 2015年12月31日

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

CLOSE OUT DATE: DEC. 31,2015

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



CONTACT
联系我们



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



Share this with your friends: ([/#facebook](#)) ([/#twitter](#))

([/#google_plus](#))

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



Recent Posts

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

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

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

在美国留学, 这7条红线千万不能碰!
(<http://investprorealty.net/%e5%9c%a8%e7%be%8e%e5%9b%bd%e7%95%99%e5%ad%a6-%e8%bf%997%e6%9d%a1%e7%ba%a2%e7%ba%bf%e5%8d%83%e4%b8%87%e4%b8%8d%e8%83%bd%e7%a2%b0/>)

在美国买房宜早规划财务, 这三种买家尤其要注意!
(<http://investprorealty.net/%e5%9c%a8%e7%be%8e%e5%9b%bd%e4%b9%b0%e6%88%bf%e5%ae%9c%e6%97%a9%e8%a7%84%e5%88%92%e8%b4%a2%e5%8a%a1%ef%bc%8c%e8%bf%99%e4%b8%89%e7%a7%8d%e4%b9%b0%e5%ae%b6%e5%b0%a4%e5%85%b6%e8%a6%81%e6%b3%a8%e6%84%8f-2/>)

Categories

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

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

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

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

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

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

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

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

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

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

Meta

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

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

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

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

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

InvestPro Realty
3553 S Valley View Blvd
Las Vegas NV 89103

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

Office phone: 702-997-3832
Fax: 702-997-3836
Fax: 866-782-3075
Email: info@investprorealty.net
Hours: Mon – Fri 9:00 AM – 6: 00PM
Closed Saturday & Sunday

EXHIBIT B

EXHIBIT B

3-1

APN 162-01-110-017

RECORDING REQUESTED BY:

WHEN RECORDED MAIL DEED
AND TAX STATEMENT TO:

TKNR INC
3553 South Valley View Boulevard
Las Vegas, NV 89105

Inst #: 20151009-0003684

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$487.05 Ex: #

10/09/2015 03:16:52 PM

Receipt #: 2577116

Requestor:

INVESTPRO REALTY

Recorded By: RYUD Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Trustee Sale No.
NV08000214-15-1

Title Order No. 97104860

TRUSTEE'S DEED UPON SALE

The undersigned Grantor declares:

- 1) The Grantee herein was not the foreclosing Beneficiary.
- 2) The amount of the unpaid debt together with costs was:
- 3) The amount paid by the Grantee at the Trustee sale was:
- 4) The documentary transfer tax is:
- 5) Said property is in the city of: LAS VEGAS

\$291,608.90

\$95,100.00

\$ 487.05

and **MTC Financial Inc. dba Trustee Corps**, herein called "Trustee", as Trustee (or as Successor Trustee) of the Deed of Trust hereinafter described, hereby grants and conveys, but without covenant or warranty, express or implied, to **TKNR INC**, herein called "Grantee", the real property in the County of Clark, State of Nevada, described as follows:

LOT 9 IN BLOCK 4 OF JUBILEE TRACT, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 4 OF PLATS, PAGE 28 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

This deed is made pursuant to the authority and powers given to Trustee (or to Successor Trustee) by law and by that certain Deed of Trust dated April 4, 2008, made to CECILIA HERNANDEZ, AN UNMARRIED WOMAN, AND FILOMENA HERNANDEZ AND PEDRO JIMENEZ, WIFE AND HUSBAND, ALL AS JOINT TENANTS and recorded on April 14, 2008, as Instrument No. 20080414-0001532, of official records in the Office of the Recorder of Clark County, Nevada, Trustee (or Successor Trustee) having complied with all applicable statutory provisions and having performed all of his duties under the said Deed of Trust.

All requirements of law and of said Deed of Trust relating to this sale and to notice thereof having been complied with. Pursuant to the Notice of Trustee's Sale, the above described property was sold by Trustee (or Successor Trustee) at public auction on **September 25, 2015** at the place specified in said Notice, to Grantee who was the

highest bidder therefore, for **\$95,100.00** cash, in lawful money of the United States, which has been paid.

Dated: 9/30/15

TRUSTEE CORP8



By: Miguel Ochoa, Authorized Signatory

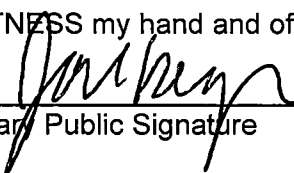
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

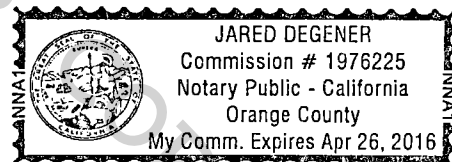
State of CALIFORNIA
County of ORANGE

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

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature



**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a. 162-01-110-017

b.

c.

d.

2. Type of Property:

- a. ☐ Vacant Land b. ☒ Single Fam. Res.
 c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
 e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
 g. ☐ Agricultural h. ☐ Mobile Home
☐ Other

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property

\$ 95,100.00

b. Deed in Lieu of Foreclosure Only (value of property)

()

c. Transfer Tax Value:

\$ 95,100.00

d. Real Property Transfer Tax Due

\$ 487.05

4. **If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature



Capacity

: Grantor

Signature

Capacity

: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

 Brenda Unruh, Docs Processor
 c/o MTC Financial Inc., dba Trustee

Print Name: Corps

Address: 17100 Gillette Avenue

City: Irvine

State: CA Zip: 92614

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: TKNR INC

Address: 3553 South Valley View Boulevard

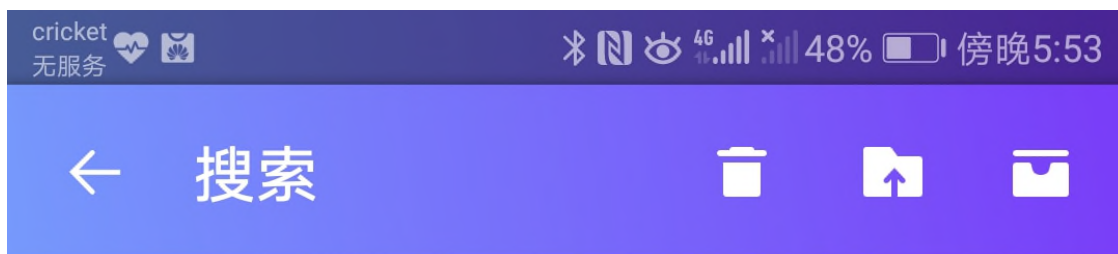
City: Las Vegas

State: NV Zip: 89105

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT C

EXHIBIT C

**2132 Houston Dr - urgent attention!**

Helen Chen

我

2017/8/24 上午10:35



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

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

Outlook

BC

Search Mail and People

New | Delete | Archive | Junk | Sweep | Move to | Categories

Undo

Folders

Inbox 4624

ae filing 492

Bankruptcy 224

Sent Items

Drafts 119

MarendaCS payments

[More](#)Groups New

(No subject)

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

2132 Houston Dr



Helen Chen

我

2017/8/17 下午5:10



Hi Frank and Marie,
I have send you the disclosures documents
for your signature, it is e-sign, please check.

For the items you requested for repairs, seller
just respond and seller will agree to repair the
following items:

Broken window glass;

Repair and refinish the inside drywall around
the AC;

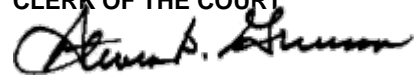
Repair or replace the broken thermostat;

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

1316

EXHIBIT D

EXHIBIT D



BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

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

Defendants

A-18-785917-C

Case #
Dept #

Department 14

COMPLAINT

=====

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

PLAINTIFF'S ALLEGATIONS OF FACT

A. IDENTITY OF DEFENDANTS

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

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

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

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

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

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

26
27
28 ///

1 B. TRANSACTIONS RESULTING IN THIS LAWSUIT

- 2
- 3 7. That on or about December 15, 2017 TKNR sold Plaintiff a parcel of real
- 4 property with a residential triplex on it, specifically the real property located
- 5 at 2132 Houston Dr Las Vegas, NV, referred to herein as the Subject
- 6 Property. The Subject Property is a residential rental income property.
- 7 8. Investpro was at all relevant times the property manager of TKNR for the
- 8 Subject Property.
- 9 9. Prior to the sale, Investpro did an extensive renovation of the Subject
- 10 Property for TKNR, as both a property manager and as agent for TKNR,
- 11 and was also the real estate broker in the sale, representing both the buyer
- 12 [WLAB] and the seller [TKNR]. In fact, the Seller's Real Property
- 13 Disclosure Form was both prepared and initialed by Lin.
- 14 10. TKNR failed to disclose one or more known condition(s) that materially
- 15 affects the value or use of the Subject Property in an adverse manner, as
- 16 required by NRS Chapter 113, in a particular NRS 113.130. TKNR and it's
- 17 agent Investpro marketed and listed for sale.
- 18 a. TKNR and it's agent Investpro affirmatively stated in a Real Property
- 19 Disclosure Form dated August 2, 2017 that there were "no
- 20 conditions or aspects of the property which materially affect it's value
- 21 or use in an adverse manner", that there were no "previous or
- 22 current moisture conditions and/or water damage, there were no
- 23 problems or defects with the electrical system, there were no
- 24 structural defects, and there was no fungi or mold on the Subject
- 25 Property.
- 26 b. In fact, there was no permit and no inspection by the City of Las
- 27 Vegas for extensive renovation work which TKNR, through it's
- 28 property manager and agent Investpro, had performed. The

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 THIRD CAUSE OF ACTION - COMMON LAW FRAUD

10 [Defendants Investpro and Nickrandt and Lin]
11

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

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

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

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

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

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

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

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

5 FOURTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

6 [All Defendants]
7

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

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

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

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

16 31. Defendants' actions constitute Fraudulent Inducement because :

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

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

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

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

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

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

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

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

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

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

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

24 /s/ Benjamin B. Childs

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

EXHIBIT E

EXHIBIT E

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

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

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

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

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

28. **ADDITIONAL TERMS:** _____

Buyer's Acknowledgement of Offer

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

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

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

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

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


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

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

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

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

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


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

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

Seller's Response

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

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

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:
☒ **DOES NOT** have an interest in a principal to the transaction. **-OR-**
☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) **-OR-** ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship) _____


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

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

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

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

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


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

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

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

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

EXHIBIT F

EXHIBIT F

Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Building Permits

www.ClarkCountyNV.gov/building

CLARK COUNTY

Permit Application Center
4701 W. Russell Road
Las Vegas, NV 89118

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029

OVERTON

Clark County Community Center
320 N. Moapa Valley Blvd.
Overton, NV 89040

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

What is a building permit?

A building permit gives you legal permission to start construction of a building project in accordance with approved drawings and specifications. Building permits are required for construction work performed on any portion of a home's structural features, including the roof, frame, walls and foundation. Separate permits may be required for electrical, plumbing and mechanical work related to your project.

What types of home improvement projects

DON'T require building permits?

If your project involves new construction work or demolition of existing construction, you probably need a building permit. Common projects requiring building permits include:

- Attic, garage and basement conversions.
- Room additions, patio covers, sun rooms, carports and garages.

- Playhouses and sheds if the floor area is 120 square feet or more, or plumbing, mechanical or electrical features are included.
- Cutting new windows or doors, or widening existing openings.
- Removing or adding walls.
- Roofing when the roof load is increased.

What types of home improvement projects

DON'T require building permits?

- Painting and wall papering.
- Replacing or repairing floor coverings, cabinets, moldings and counter tops.
- Replacing stucco or drywall if the area replaced does not exceed 30 square feet.
- Replacing existing doors or windows if the openings aren't widened and/or are not part of a fire-rated wall.



Clark County Building Department

If I plan to do the construction work myself on my home, do I still need a building permit?

Yes. And you must own and occupy the home where you plan to do the work. Work on a home that's being leased or rented must be done by a licensed contractor.

application and any required plans for

The Building Department has several standard building designs available on our website to help in permitting common home improvement projects.





Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Mechanical Permits

www.AccessClarkCounty.com

CLARK COUNTY

Permit Application Center
4701 W. Russell Road
Las Vegas, NV 89118
Mon. - Fri, 7 a.m. - 5 p.m.
(702) 455-8010

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029
Mon. - Fri, 6:30 a.m. - 3:30 p.m.
(702) 298-2436

OVERTON

Clark County Community Center
320 N. Moapa Valley Blvd.
Overton, NV 89040
Mon. - Fri, 7 a.m. - 4 p.m.
(702) 397-8087

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

What is a mechanical permit?

Mechanical permits refer to construction work performed on any portion of a home's heating, cooling or exhaust systems. Separate permits may be required for building, electrical, and plumbing work involved with your project.

When can work start?

Work can begin after your permit is issued and you receive your approved plans for the project.

What types of home improvement projects

DO require a mechanical permit?

- Installing or Changing Any Part of a Heating or Cooling System
- Installing, Altering or Repairing Gas Piping Between the Meter and an Appliance

- Installing Bath Fans, Dryer Exhausts, Kitchen Range Exhausts and Other Mechanical Equipment

What types of home improvement projects

DON'T require mechanical permits?

- Using Portable Heaters, Ventilating Equipment, Cooling Units, and Evaporative Coolers
- Replacing Any Component of an Appliance Assembly (As long as no alteration occurs to its original installation or Development Services' original approval.)
- Replacing Compressors of the Same Rating



A CENTURY OF SERVICE

Clark County Development Services Department

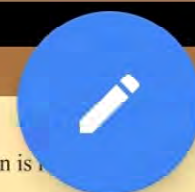
Clark County Development Services Department

If I plan to do the work myself on my home's mechanical system, do I still need a permit?

Yes. To obtain a mechanical permit as an owner/builder, you must own and occupy the home

outside on a cement slab, a site plan is showing the location of the slab.

If your project involves the addition of square footage



← Plumbing Flye... 🔍 🏠 ⋮

Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Plumbing Permits

www.AccessClarkCounty.com

CLARK COUNTY

Permit Application Center
4701 W. Russell Road
Las Vegas, NV 89118
Mon. - Fri, 7 a.m. - 5 p.m.
(702) 455-8010

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029
Mon. - Fri, 6:30 a.m. - 3:30 p.m.
(702) 298-2436

OVERTON

Clark County Community Center
320 N. Moapa Valley Blvd.
Overton, NV 89040
Mon. - Fri, 7 a.m. - 4 p.m.
(702) 397-8087

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

What is a plumbing permit?

Plumbing permits refer to construction work performed on a home's plumbing system. Separate permits may be required for building, electrical and mechanical work related to your project.

What types of home improvement projects

DO require plumbing permits?

- Installing or Relocating Water Heaters or Water Softeners (*Permits now available online.*)
- Replacing Any Parts of Concealed Drains, Waste or Vent Pipes to Stop Leaks
- Relocating or Altering Plumbing in Existing Homes, Including Installation of New Sewers, Water Service or Gas Piping
- Gas Lines for Barbeques and Other Outdoor Appliances
- Replacing Bathtubs With Spas

What types of home improvement projects

DON'T require a plumbing permit?

- Replacing Similar Plumbing Fixtures in the Same Location (Provided valves and traps are not replaced or rearranged.)
- Clearing Stoppages or Repairing Leaks in Pipes, Valves or Fixtures (Provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.)

When can work start?

Work can begin after your permit is issued. Emergency water heater installations are allowed. In such cases, you must apply for a plumbing permit the next available business day.



A CENTURY OF SERVICE

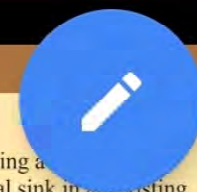
Clark County Development Services Department

Clark County Development Services Department

If I plan to do plumbing work myself on my home, do I still need a plumbing permit?

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

plumbing fixtures, such as converting a bathroom or installing an additional sink in an existing bathroom.



Electrical Flyer...

Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Electrical Permits

www.AccessClarkCounty.com

CLARK COUNTY

Permit Application Center
4701 W. Russell Road
Las Vegas, NV 89118
Mon. - Fri, 7 a.m. - 5 p.m.
(702) 455-8010

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029
Mon. - Fri, 6:30 a.m. - 3:30 p.m.
(702) 298-2436

OVERTON

Clark County Community Center
320 N. Moapa Valley Blvd.
Overton, NV 89040
Mon. - Fri, 7 a.m. - 4 p.m.
(702) 397-8087

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

What is an electrical permit?

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

What types of home improvement projects

DO require an electrical permit?

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

What types of home improvement projects

DON'T require electrical permits?

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



Clark County Development Services Department

Clark County Development Services Department

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

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

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

EXHIBIT F

EXHIBIT F

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

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

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

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

Defendants.

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

**DEFENDANTS' OFFER OF JUDGMENT
TO PLAINTIFF WLAB INVESTMENT,
LLC**

TO: W L A B INVESTMENT, LLC, Plaintiff; and

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

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

1 counsel of record, MICHAEL B. LEE, P.C., hereby offers to allow judgment to be taken against
2 them as provided in Rule 68(b) of the Nevada Rules of Civil Procedure and NRS § 17.115 in the
3 above-entitled action in the amount of Five Thousand Dollars (\$5,000.00), which includes any
4 applicable attorneys' fees, liens, costs, and prejudgment interest.

5 Acceptance by Plaintiff will therefore result in satisfaction of past, present and future
6 damages with respect to Plaintiff's claims in the case against Defendants and will serve to
7 dismiss and bar the bringing of any and all future causes of action against Defendants by Plaintiff
8 arising out of this matter as identified and referenced in the Complaint filed by Plaintiff in this
9 action. If you accept this offer and give written notice thereof within fourteen (14) days, you may
10 file this offer with proof of service of notice of acceptance. In the event this Offer of Judgment is
11 accepted by Plaintiff, Defendants will obtain a dismissal of the claims as provided by N.R.C.P.
12 68(d), rather than to allow judgment to be entered against Defendants. Accordingly, and
13 pursuant to these rules and statutes, judgment against Defendants cannot be entered unless
14 ordered by the District Court. This Offer of Judgment shall be deemed withdrawn if not
15 accepted by the deadline.

16 As to the reasonableness of this offer, the underlying evidentiary supports shows that: (1)
17 Plaintiff's action was not brought in good faith as: the Property was originally constructed in
18 1954; Marie Zhu ("Zhu") executed a residential purchase agreement ("RPA") for the Property
19 waiving her due diligence; Zhu did not do any inspections although she had the right to conduct,
20 non-invasive/non-destructive inspections of all structural, roofing, mechanical, electrical,
21 plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any
22 other property or systems, through licensed and bonded contractors or other qualified
23 professionals; Zhu waived the Due Diligence condition under Paragraph 7(C) of the RPA;
24 ignored the recommendation to conduct an inspection under Paragraph 7(D) of the RPA; waived
25 the energy audit, pest inspection, roof inspection, septic lid removal inspection, mechanical
26 inspection, soil inspection, and structural inspection; failed to inspect the Property sufficiently as
27 to satisfy her use as required by the RPA; had actual knowledge of TKNR's disclosure that "3
28 units has brand new AC installed within 3 months," and further that the "owner never resided in

1 the property and never visited the property”; was also aware that the minor renovations, such as
2 painting, was conducted by the Seller’s “handyman” as disclosed in the Seller’s Disclosures; Zhu
3 agreed that she was not relying upon any representations made by Brokers or Broker’s agent; Zhu
4 agreed to purchase the Property AS-IS, WHERE-IS, without any representations or warranties;
5 Zhu agreed to satisfy herself, as to the condition of the Property, prior to the close of escrow;
6 Zhu waived all claims against Brokers or their agents for defects in the Property and factors
7 related to Zhu’s failure to conduct walk-throughs or inspections; Zhu assumed full responsibility
8 and agreed to conduct such tests, walk-throughs, inspections and research, as she deemed
9 necessary; Nevada Revised Statute (“NRS”) § 113.140 clearly provides that the Seller
10 Disclosures does not constitute a warranty of the Subject Property and that the Buyer still has a
11 duty to exercise reasonable care to protect himself; NRS § 113.140 also provides that the Seller
12 does not have to disclose any defect that he is unaware of; NRS § 113.130 does not require a
13 seller to disclose a defect in residential property of which the seller is not aware; a completed
14 disclosure form does not constitute an express or implied warranty regarding any condition of
15 residential property; Chapters 113 and 645 of Nevada Revised Statutes do not relieve a buyer or
16 prospective buyer of the duty to exercise reasonable care to protect himself or herself; Zhu did
17 not exercise reasonable care in protecting herself by conducting an inspection of the Subject
18 Property or the newly installed HVAC systems even though the Purchase Agreement allowed her
19 to; Plaintiff owned the Property for more than a year since before making any inspections about
20 the Property; Defendants was aware of any issues with any structural, electrical, plumbing,
21 sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues with the Property
22 before the time of the sale to Zhu; Defendants were not aware of any issues with any structural,
23 electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues
24 with the Property at the time of the sale to Zhu; Defendants were not aware of any issues with
25 any structural, electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or
26 foundation issues with the Property after the sale to Zhu; any alleged conditions were open,
27 obvious, and could have been discovered by a reasonable inspection; Seller disclosed there were
28 issues with the heating and cooling systems with the Property; Seller disclosed that there were

1 construction, modifications, alterations, and/or repairs made without required state, city, or
2 county building permits; Seller disclosed that the Property was constructed before 1977; Seller
3 disclosed that the kitchen cabinets were brand new; Seller disclosed the sprinklers for the
4 landscaping did not work, all pipes were broken; Seller disclosed that the work, other than the
5 mechanical installation, was done by a handyman; and Seller disclosed that he never resided in
6 the property and/or visited it.

7 (2) This the offer of judgment is reasonable in light of the foregoing analysis providing
8 both the factual basis for the claims and the legal authority showing the lack of merit of the
9 action; (3) your refusal to accept the offer of judgment will be in bad faith and unreasonable; and
10 (4) the fees sought are reasonable in light of the demand to resolve this matter prior to the
11 commencement of heavy litigation. *See Beattie v. Thomas*, 99 Nev. 579, 588-89, 668 P.2d 268,
12 274 (1983).

13 This Offer of Judgment is made solely for the purposes intended by N.R.C.P. 68, and is
14 not to be construed as an admission in any form that Defendants are liable for any of the
15 allegations made by Plaintiff in the Complaint.

16 DATED this 19 day of November, 2020.

17 MICHAEL B. LEE, P.C.

18 /s/ Michael Lee
19 MICHAEL B. LEE, ESQ. (NSB No.: 10122)
20 1820 E. Sahara Avenue, Suite 110
21 Las Vegas, Nevada 89104
22 P: 702.477.7030
23 F: 702.477.0096
24 mike@mblnv.com
25 *Attorney for Plaintiff*
26
27
28

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

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 19 day of November, 2020, I placed a copy of the **DEFENDANTS' OFFER OF JUDGMENT TO PLAINTIFF WLAB INVESTMENT, LLC** as required by Eighth Judicial District Court Rule 7.26 by delivering a copy or by mailing by United States mail it to the last known address of the parties listed below, facsimile transmission to the number listed, and/or electronic transmission through the Court's electronic filing system to the e-mail address listed below:

BENJAMIN B. CHILDS, ESQ.
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Telephone: (702) 251-0000
Email: ben@benchilds.com
Attorneys for *Plaintiff*

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

EXHIBIT G

EXHIBIT G

From: mike@mblnv.com
Sent: Thursday, February 4, 2021 2:29 PM
To: 'Reed, Ariana'; 'Michael Matthis'; 'Benjamin B. Childs'
Cc: 'Nikita Burdick'; 'Abigail McGowan'; 'Powell, Diana'
Subject: RE: A-18-785917-C (W L A B v. TKNR) February 3, 2021, Status Check

Responses below.

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: Reed, Ariana <dept14lc@clarkcountycourts.us>
Sent: Thursday, February 4, 2021 2:10 PM
To: 'mike@mblnv.com' <mike@mblnv.com>; 'Michael Matthis' <matthis@mblnv.com>; 'Benjamin B. Childs' <ben@benchilds.com>
Cc: 'Nikita Burdick' <nburdick@burdicklawnv.com>; 'Abigail McGowan' <amcgowan@burdicklawnv.com>
Subject: A-18-785917-C (W L A B v. TKNR) February 3, 2021, Status Check

Hello,

Please provide an update on the following:

1. How is discovery going?
 - Defendants have taken one deposition, have a deposition scheduled for February 18, 2021, and will likely schedule a deposition for Plaintiff's expert prior to the close of discovery.
 - Defendants have two outstanding requests for production of documents to Plaintiff.
2. Has this matter settled or have the parties scheduled a settlement conference?
 - No settlement. There was a settlement conference scheduled, but the Parties called it off after informal discussions that were not fruitful.
3. Have the parties attended any ADR proceedings?
 - No.
4. What progress toward settlement have the parties made?
 - None.
5. What is the current status of this case?
 - Likely going to trial if this Court does not grant Defendants' motion for summary judgment.
6. How would the parties like to proceed?
 - Defendants may need to move to briefly enlarge discovery if their motion for summary judgment is not granted related to depositions

Your prompt response is greatly appreciated and will serve as the minutes for this status check.

Include any counsel or parties left out of this email in your response.

Please reply to confirm receipt and include all parties to avoid *ex parte* communications. Please also include Diana Powell, our JEA, on all email correspondence to ensure you receive the most prompt response (PowellD@clarkcountycourts.us). Thank you.

Please review the notes below for further Department 14 protocol and instructions:

****ELECTRONIC SERVICE****

Pursuant to Administrative Order 20-17, **ALL lawyers** must register for electronic service on **every case they have in the district court**. Please ensure you are registered to receive electronic service at <https://nevada.tylerhost.net/OfsWeb> so that you will receive the electronically filed document once processed.

*****MATTERS ON CALENDAR*****

The Court will hold limited hearings via **Blue Jeans** until further notice. Unless the Court instructs parties to appear via Blue Jeans, **all matters**—except for TROs, preliminary injunctions, record sealing, and default judgment applications exceeding \$50,000.00 in damages—will be decided on the pleadings via Minute Order. This decision will occur in chambers and **no appearances are required**.

Please contact chambers at least two business days prior to your hearing date to confirm how the Court will handle your hearing.

*****STATUS CHECKS ON CALENDAR*****

All **status checks** that are on calendar will be resolved via email and **no appearances are required**.

*****ORDERS*****

Until further notice, all parties must submit **orders** electronically, in **both** PDF version and Word version to the Department 14 inbox at DC14Inbox@clarkcountycourts.us.

All orders must have original signatures from all parties or an email—***appended as the last page(s) of the proposed order***—confirming that the parties approved use of their electronic signatures.

The subject line of the e-mail should identify the full case number, filing code and case caption.

Orders that do not comply with these instructions will be returned for resubmittal.

*****RULE 16 HEARINGS/CONFERENCES*****

All **Rule 16 Conferences** will be heard via Blue Jeans until further notice. Please contact the Department for information about the hearing schedule.***

Be well and stay safe,

Ariana Reed, Esq.

Law Clerk to the Honorable Adriana Escobar

Eighth Judicial District Court, Dept 14

Dept14LC@clarkcountycourts.us

Phone: (702) 671-4423

Fax: (702) 671-4418

EXHIBIT H

EXHIBIT H

From: Ben Childs <ben@benchilds.com>
Sent: Thursday, February 4, 2021 5:39 PM
To: mike@mblnv.com; 'Reed, Ariana'; 'Michael Matthis'
Cc: 'Nikita Burdick'; 'Abigail McGowan'
Subject: Re: A-18-785917-C (W L A B v. TKNR) February 3, 2021, Status Check

Please see my responses to Mr. Lee's email response to my statement of the case. I'm just trying to accurately state what happened and I don't appreciate the personal attack on my honesty.

I don't plan to spend a lot of time searching for email correspondence, because I don't think that productive, but Ms. Zhu is in China and I've cooperated fully in making her available. The last email is attached from January 22 and I presented 3 dates and the original February 17 date.

As I recall the one tenant was not able to move and so was in her apartment when the expert visited. The point is that several options have been presented to Defendants. Implying some form of malice or intentional misconduct is ridiculous.

The reason I didn't think a settlement conference would be productive is because an additional defendant [a 3rd Party defendant] had just been added by Defendants and that new defendant has due process rights and should participate in the settlement conference.

Defendants' Summary Judgment motion is highly unlikely to be granted given the state of outstanding discovery and Plaintiff has filed an extensive opposition and counter-motion.

The Court is welcome to contact me with any questions.

BENJAMIN B. CHILDS, ESQ.
318 S. Maryland Parkway
Las Vegas, NV 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com

Important Notice: Privileged and/or confidential information, including attorney-client communication may be contained in this message. This message is intended only for the individual directed. Any dissemination, transmission, distribution, copying or other use, or taking any action in reliance on this message by persons or entities other than the intended recipient is prohibited and illegal. If you receive this message in error, please delete. Nothing herein is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

From: mike@mblnv.com <mike@mblnv.com>
Sent: Thursday, February 4, 2021 5:09 PM
To: Ben Childs <ben@benchilds.com>; 'Reed, Ariana' <dept14lc@clarkcountycourts.us>; 'Michael Matthis'

<matthis@mblnv.com>

Cc: 'Nikita Burdick' <nburdick@burdicklawnv.com>; 'Abigail McGowan' <amcgowan@burdicklawnv.com>

Subject: RE: A-18-785917-C (W L A B v. TKNR) February 3, 2021, Status Check

Please see my responses **in highlights** to Mr. Childs' misrepresentations below with the corresponding e-mails / notices showing the misrepresentations.

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: Ben Childs <ben@benchilds.com>

Sent: Thursday, February 4, 2021 4:02 PM

To: Reed, Ariana <dept14lc@clarkcountycourts.us>; 'mike@mblnv.com' <mike@mblnv.com>; 'Michael Matthis' <matthis@mblnv.com>

Cc: 'Nikita Burdick' <nburdick@burdicklawnv.com>; 'Abigail McGowan' <amcgowan@burdicklawnv.com>

Subject: Re: A-18-785917-C (W L A B v. TKNR) February 3, 2021, Status Check

I hesitate to respond to this quickly because there are a lot of moving parts in this case. But here goes

1. How is discovery going? Lots of issues with written discovery, which will not be decided quickly because the hearing on Plaintiff's motion to compel and effectively Defendants' countermotion which was set for February 9 was vacated by the DC today under ECDR 2.40 because the entire request, and the entire responses were not set forth in full in the motion/countermotion. This will be like a 100 [page motion, but so be it. I just will take some time to complete, then be set for a new hearing, etc. I want to take a couple of depositions, but want to have complete responses to the written discovery first.

Plaintiff has provided several dates for the deposition Ms. Zhu [co-owner of Plaintiff] who is in China. Her deposition has never been scheduled. **This is incorrect. Mr. Childs was playing games related to Ms. Zhu's deposition (see attached e-mail) originally scheduled for January 13, 2021. I agreed to reset it. It does appear that we served the amended notice for February 17, 2021, but Mr. Childs' e-mail from January 22 confirmed the date. I have just noticed it for February 17, 2021.**

Plaintiff has provided several dates to allow Defendant's expert to revisit the property as he could not go into two of the apartments when he did his initial inspection because one tenant was at work and I believe there was a covid issue with the other one. A follow-up visit has never been scheduled by Defendants. **This is also incorrect and was subject to the pending discovery motion. Plaintiff's PMK admitted that Plaintiff set the date for the inspections and specified that they would all be available, but Defendants' expert did not have access on that date and time. We asked Defendants to pay for the cost of the second inspection, and they refused. This is why the second inspection was never scheduled. The second inspection is likely moot as Plaintiff's PMK admitted that all of the alleged conditions were open and obvious and he was aware of the requirement to get an inspection. This will be subject to the pending motion for summary judgment. Defendants filed a supplement that provided the undisputed testimony illustrating why summary judgment should be granted. / During Plaintiff's PMK's deposition, he admitted that he did not disclose documents, had documents / photographs stolen that he had never produced, and was aware that he set the date for the inspection despite not making the property available. Again, this was subject to the discovery motion. The "covid" excuse is novel and raised for the first time today. Depending on what happens with the MSJ, there will be a motion for spoliation from Defendants.**

2. Has this matter settled or have the parties scheduled a settlement conference?
No. I thought the settlement conference which was scheduled for January 8 should be vacated until the new party, which Defendant added by way of motion and the order was filed December 2, 2020. To date the cross-claim has not been filed despite the December 2, 2020 Order. Again, this is misleading. Mr. Childs and I discussed that a settlement conference would not be productive, see attached e-mail and notice to Angela McBride vacating the settlement conference. As to the potential third party, Plaintiff filed an amended pleading (which Defendants stipulated to despite the lack of the same courtesy by Plaintiff) after Defendants received an Order to amend their responsive pleading. Defendants filed a dispositive motion to the Second Amended Complaint that is pending resolution in lieu of filing the responsive pleading.
3. Have the parties attended any ADR proceedings?
No, but once discovery is completed it is probably a good idea if the new 3rd party defendant is added or the claim against the 3rd party defendant is abandoned.
4. What progress toward settlement have the parties made?
Little. Both parties appear to be in entrenched positions.
5. What is the current status of this case?
Set for trial in April. Counsel recognizes the reality of trials proceeding on schedule due to the backlog.
6. How would the parties like to proceed?
Given the discovery issues, likely an extension of discovery for 60 days to allow completion. Agreed.

BENJAMIN B. CHILDS, ESQ.
318 S. Maryland Parkway
Las Vegas, NV 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com

Important Notice: Privileged and/or confidential information, including attorney-client communication may be contained in this message. This message is intended only for the individual directed. Any dissemination, transmission, distribution, copying or other use, or taking any action in reliance on this message by persons or entities other than the intended recipient is prohibited and illegal. If you receive this message in error, please delete. Nothing herein is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

From: Reed, Ariana <dept14lc@clarkcountycourts.us>
Sent: Thursday, February 4, 2021 2:09 PM
To: 'mike@mblnv.com' <mike@mblnv.com>; 'Michael Matthis' <matthis@mblnv.com>; Ben Childs <ben@benchilds.com>
Cc: 'Nikita Burdick' <nburdick@burdicklawnv.com>; 'Abigail McGowan' <amcgowan@burdicklawnv.com>
Subject: A-18-785917-C (W L A B v. TKNR) February 3, 2021, Status Check

Hello,

Please provide an update on the following:

1. How is discovery going?
2. Has this matter settled or have the parties scheduled a settlement conference?
3. Have the parties attended any ADR proceedings?
4. What progress toward settlement have the parties made?
5. What is the current status of this case?
6. How would the parties like to proceed?

Your prompt response is greatly appreciated and will serve as the minutes for this status check.

Include any counsel or parties left out of this email in your response.

Please reply to confirm receipt and include all parties to avoid *ex parte* communications. Please also include Diana Powell, our JEA, on all email correspondence to ensure you receive the most prompt response (PowellD@clarkcountycourts.us). Thank you.

Please review the notes below for further Department 14 protocol and instructions:

****ELECTRONIC SERVICE****

Pursuant to Administrative Order 20-17, **ALL lawyers** must register for electronic service on **every case they have in the district court**. Please ensure you are registered to receive electronic service at <https://nevada.tylerhost.net/OfsWeb> so that you will receive the electronically filed document once processed.

*****MATTERS ON CALENDAR*****

The Court will hold limited hearings via **Blue Jeans** until further notice. Unless the Court instructs parties to appear via Blue Jeans, **all matters**—except for TROs, preliminary injunctions, record sealing, and default judgment applications exceeding \$50,000.00 in damages—will be decided on the pleadings via Minute Order. This decision will occur in chambers and **no appearances are required**.

Please contact chambers at least two business days prior to your hearing date to confirm how the Court will handle your hearing.

*****STATUS CHECKS ON CALENDAR*****

All **status checks** that are on calendar will be resolved via email and **no appearances are required**.

*****ORDERS*****

Until further notice, all parties must submit **orders** electronically, in **both** PDF version and Word version to the Department 14 inbox at DC14Inbox@clarkcountycourts.us.

All orders must have original signatures from all parties or an email—***appended as the last page(s) of the proposed order***—confirming that the parties approved use of their electronic signatures.

The subject line of the e-mail should identify the full case number, filing code and case caption.

Orders that do not comply with these instructions will be returned for resubmittal.

*****RULE 16 HEARINGS/CONFERENCES*****

All **Rule 16 Conferences** will be heard via Blue Jeans until further notice. Please contact the Department for information about the hearing schedule.***

Be well and stay safe,

Ariana Reed, Esq.

Law Clerk to the Honorable Adriana Escobar

Eighth Judicial District Court, Dept. 14

Dept14LC@clarkcountycourts.us

Phone: (702) 671-4423

Fax: (702) 671-4418

EXHIBIT I

EXHIBIT I

FINANCIAL INFORMA...

Defendant TKNR Inc Total Financial Assessment 766.00 Total Payments and Credits 766.00 Balance Due as of 04/06/2021 **0.00** 01/09/2019 Transaction Assessment 543.0001/09/2019 Efile Payment Receipt # 2019-01636-CCCLK TKNR Inc (543.00)03/19/2019 Transaction Assessment 223.0003/19/2019 Efile Payment Receipt # 2019-17299-CCCLK TKNR Inc (223.00)

Plaintiff W L A B Investment LLC Total Financial Assessment 561.00 Total Payments and Credits 561.00 Balance Due as of 04/06/2021 **0.00** 12/12/2018 Transaction Assessment 273.5012/12/2018 Efile Payment Receipt # 2018-81817-CCCLK W L A B Investment LLC (273.50)12/26/2018 Transaction Assessment 3.5012/26/2018 Efile Payment Receipt # 2018-84435-CCCLK W L A B Investment LLC (3.50)01/28/2019 Transaction Assessment 3.5001/28/2019 Efile Payment Receipt # 2019-05638-CCCLK W L A B Investment LLC (3.50)03/04/2019 Transaction Assessment 3.5003/04/2019 Efile Payment Receipt # 2019-13541-CCCLK W L A B Investment LLC (3.50)03/29/2019 Transaction Assessment 3.5003/29/2019 Efile Payment Receipt # 2019-19498-CCCLK W L A B Investment LLC (3.50)04/29/2019 Transaction Assessment 3.5004/29/2019 Efile Payment Receipt # 2019-26133-CCCLK W L A B Investment LLC (3.50)06/04/2019 Transaction Assessment 3.5006/04/2019 Efile Payment Receipt # 2019-33809-CCCLK W L A B Investment LLC (3.50)06/05/2019 Transaction Assessment 3.5006/05/2019 Efile Payment Receipt # 2019-34173-CCCLK W L A B Investment LLC (3.50)07/11/2019 Transaction Assessment 3.5007/11/2019 Efile Payment Receipt # 2019-42139-CCCLK W L A B Investment LLC (3.50)06/16/2020 Transaction Assessment 3.5006/16/2020 Efile Payment Receipt # 2020-31837-CCCLK W L A B Investment LLC (3.50)10/19/2020 Transaction Assessment 3.5010/19/2020 Efile Payment Receipt # 2020-58886-CCCLK W L A B Investment LLC (3.50)11/16/2020 Transaction Assessment 3.5011/16/2020 Efile Payment Receipt # 2020-64945-CCCLK W L A B Investment LLC (3.50)11/20/2020 Transaction Assessment 3.5011/20/2020 Efile Payment Receipt # 2020-65934-CCCLK W L A B Investment LLC (3.50)11/23/2020 Transaction Assessment 3.5011/23/2020 Efile Payment Receipt # 2020-66309-CCCLK W L A B Investment LLC (3.50)12/15/2020 Transaction Assessment 200.0012/15/2020 Efile Payment Receipt # 2020-70608-CCCLK W L A B Investment LLC (200.00)12/29/2020 Transaction Assessment 3.5012/29/2020 Efile Payment Receipt # 2020-73001-CCCLK W L A B Investment LLC (3.50)01/06/2021 Transaction Assessment 3.5001/06/2021 Efile Payment Receipt # 2021-00756-CCCLK W L A B Investment LLC (3.50)01/20/2021 Transaction Assessment 3.5001/20/2021 Efile Payment Receipt # 2021-03724-CCCLK W L A B Investment LLC (3.50)02/10/2021 Transaction Assessment 3.5002/10/2021 Efile Payment Receipt # 2021-08154-CCCLK W L A B Investment LLC (3.50)02/11/2021 Transaction Assessment 3.5002/11/2021 Efile Payment Receipt # 2021-08275-CCCLK W L A B Investment LLC (3.50)02/12/2021 Transaction Assessment 3.5002/12/2021 Efile Payment Receipt # 2021-08648-CCCLK W L A B Investment LLC (3.50)02/16/2021 Transaction Assessment 3.5002/16/2021 Efile Payment Receipt # 2021-09258-CCCLK W L A B Investment LLC (3.50)02/24/2021 Transaction Assessment 3.5002/24/2021 Efile Payment Receipt # 2021-11016-CCCLK W L A B Investment LLC (3.50)03/04/2021 Transaction Assessment 3.5003/04/2021 Efile Payment Receipt # 2021-12911-CCCLK W L A B Investment LLC (3.50)03/04/2021 Transaction Assessment 3.5003/04/2021 Efile Payment Receipt # 2021-12954-CCCLK W L A B Investment LLC (3.50)03/05/2021 Transaction Assessment 3.5003/05/2021 Efile Payment Receipt # 2021-12993-CCCLK W L A B Investment LLC (3.50)03/10/2021 Transaction Assessment 3.5003/10/2021 Efile Payment Receipt # 2021-14087-CCCLK W L A B Investment LLC (3.50)

EXHIBIT J

EXHIBIT J



Litigation
SERVICES

3960 Howard Hughes Pkwy
Suite 700
Las Vegas, NV 89169
Phone: 800.330.1112
litigationservices.com

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

INVOICE

1 of 1

Invoice No.	Invoice Date	Job No.
1433649	1/25/2021	697915
Job Date	Case No.	
1/12/2021	A-18-785917-C	
Case Name		
WLAB Investment, LLC vs. TKNR, Inc.		
Payment Terms		
Net 30		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:
PMK for WLAB Investment, LLC Frank Miao

2,967.67
TOTAL DUE >>> \$2,967.67

Location of Job : Litigation Services
3960 Howard Hughes Parkway, Suite 700
Las Vegas, NV 89169

AFTER 2/24/2021 PAY \$3,264.44

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 27-5114755

Please detach bottom portion and return with payment.

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

Invoice No. : 1433649
Invoice Date : 1/25/2021
Total Due : \$2,967.67
AFTER 2/24/2021 PAY \$3,264.44

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 697915
BU ID : LV-CR
Case No. : A-18-785917-C
Case Name : WLAB Investment, LLC vs. TKNR, Inc.

1353



Litigation
SERVICES

3960 Howard Hughes Pkwy
Suite 700
Las Vegas, NV 89169
Phone: 800.330.1112
litigationservices.com

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

INVOICE

1 of 1

Invoice No.	Invoice Date	Job No.
1445682	3/9/2021	733675
Job Date	Case No.	
3/8/2021	A-18-785917-C	
Case Name		
WLAB Investment, LLC vs. TKNR, Inc.		
Payment Terms		
Net 30		

Statement for the Record:

Nonappearance of Amin Sani

465.00

TOTAL DUE >>>

\$465.00

Location of Job : Litigation Services
3960 Howard Hughes Parkway, Suite 700
Las Vegas, NV 89169

AFTER 4/8/2021 PAY

\$511.50

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 27-5114755

Please detach bottom portion and return with payment.

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

Invoice No. : 1445682
Invoice Date : 3/9/2021
Total Due : \$465.00
AFTER 4/8/2021 PAY \$511.50

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 733675
BU ID : LV-CR
Case No. : A-18-785917-C
Case Name : WLAB Investment, LLC vs. TKNR, Inc.

1355

INVOICE

1 of 1

**Litigation**
SERVICES3960 Howard Hughes Pkwy
Suite 700
Las Vegas, NV 89169
Phone: 800.330.1112
litigationservices.comMichael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

Invoice No.	Invoice Date	Job No.
1442656	2/24/2021	728351
Job Date	Case No.	
2/22/2021		
Case Name		
Payment Terms		
Net 30		

^ Evidentiary Hearing

223.56

TOTAL DUE >>>**\$223.56**

AFTER 3/26/2021 PAY

\$245.92

Description: Print x 4, assembled in binders with exhibits tabs

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 27-5114755*Please detach bottom portion and return with payment.*Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104Invoice No. : 1442656
Invoice Date : 2/24/2021
Total Due : \$223.56
AFTER 3/26/2021 PAY \$245.92Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**Job No. : 728351
BU ID : LV-TRIAL
Case No. :
Case Name :

1357

INVOICE

1 of 1

**Litigation**
SERVICES3960 Howard Hughes Pkwy
Suite 700
Las Vegas, NV 89169
Phone: 800.330.1112
litigationservices.comMichael Matthis, Esq
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

Invoice No.	Invoice Date	Job No.
1444355	3/3/2021	713607
Job Date	Case No.	
2/22/2021		
Case Name		
Animal Care Clinic, Inc. vs. Gama, Michaela		
Payment Terms		
Net 30		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:
Michaela Gama

884.10

TOTAL DUE >>> \$884.10Location of Job : Litigation Services
3960 Howard Hughes Parkway, Suite 700
Las Vegas, NV 89169

AFTER 4/2/2021 PAY \$972.51

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 27-5114755*Please detach bottom portion and return with payment.*Michael Matthis, Esq
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104Invoice No. : 1444355
Invoice Date : 3/3/2021
Total Due : \$884.10
AFTER 4/2/2021 PAY \$972.51Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**Job No. : 713607
BU ID : LV-CR
Case No. :
Case Name : Animal Care Clinic, Inc. vs. Gama, Michaela**1359**



Litigation
SERVICES

3960 Howard Hughes Pkwy
Suite 700
Las Vegas, NV 89169
Phone: 800.330.1112
litigationservices.com

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

INVOICE

1 of 1

Invoice No.	Invoice Date	Job No.
1444451	3/3/2021	713619
Job Date	Case No.	
2/24/2021		
Case Name		
Animal Care Clinic, Inc. vs. Gama, Michaela		
Payment Terms		
Net 30		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:
Nancy Smith

Location of Job : Litigation Services
3960 Howard Hughes Parkway, Suite 700
Las Vegas, NV 89169

780.30
TOTAL DUE >>> \$780.30

AFTER 4/2/2021 PAY \$858.33

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 27-5114755

Please detach bottom portion and return with payment.

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

Invoice No. : 1444451
Invoice Date : 3/3/2021
Total Due : \$780.30
AFTER 4/2/2021 PAY \$858.33

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 713619
BU ID : LV-CR
Case No. :
Case Name : Animal Care Clinic, Inc. vs. Gama, Michaela

1361



Litigation
SERVICES

3960 Howard Hughes Pkwy
Suite 700
Las Vegas, NV 89169
Phone: 800.330.1112
litigationservices.com

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

INVOICE

1 of 1

Invoice No.	Invoice Date	Job No.
1444460	3/3/2021	713613
Job Date	Case No.	
2/23/2021		
Case Name		
Animal Care Clinic, Inc. vs. Gama, Michaela		
Payment Terms		
Net 30		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

Michelle Montoya

658.05

TOTAL DUE >>>

\$658.05

Location of Job : Litigation Services
3960 Howard Hughes Parkway, Suite 700
Las Vegas, NV 89169

AFTER 4/2/2021 PAY

\$723.86

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 27-5114755

Please detach bottom portion and return with payment.

Michael B. Lee, Esq.
Michael B. Lee, Law Office
1820 E. Sahara Ave.
Suite 110
Las Vegas, NV 89104

Invoice No. : 1444460
Invoice Date : 3/3/2021
Total Due : \$658.05
AFTER 4/2/2021 PAY \$723.86

Remit To: **Litigation Services and Technologies of
Nevada, LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 713613
BU ID : LV-CR
Case No. :
Case Name : Animal Care Clinic, Inc. vs. Gama, Michaela

1363

Exhibit K

Exhibit K

INVESTPRO REALTY
3553 S VALLEY VIEW BLVD
LAS VEGAS, NV 89103

WELLS FARGO BANK, N.A.
CALIFORNIA
WELLSFARGO.COM
16-24/1220
16-24/1220

21582

10/23/2020

PAY TO THE
ORDER OF

Neil D Opfer

Five thousand and 00/100*****

\$ **5,000.00

Neil D Opfer

DOLLARS

VOID AFTER 90 DAYS

MEMO

expert materials for Dr. Opfer.-consulting fee retaine

INVESTPRO REALTY

10/23/2020

Neil D Opfer

21582

Date
10/23/2020

Type
Bill

Reference

Original Amount
5,000.00

Balance Due
5,000.00

Payment
5,000.00
5,000.00

Check Amount

Office Checking - 683 expert materials for Dr. Opfer.-consulting fee retainer

5,000.00

LMP100 M/P CHECK