

# IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed  
Feb 07 2022 06:44 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

CHARLES LAM, INDIVIDUALLY AND  
DERIVATIVELY ON BEHALF OF TRAN  
ENTERPRISES, LLC, A NEVADA  
LIMITED LIABILITY COMPANY, AND  
AS TRUSTEE OF THE NT REVOCABLE  
LIVING TRUST DATED THE 15TH OF  
OCTOBER 2009,

Appellant(s),

vs.

P. STERLING KERR, INDIVIDUALLY  
AND AS TRUSTEE OF THE NT LEGACY  
TRUST, DATED THE 15TH DAY OF  
OCTOBER 2009; NHU TRAN  
FOUNDATION, INC., A NEVADA NON-  
PROFIT CORPORATION; AND COURT  
APPOINTED RECEIVER, ROBERT  
ANSARA OF DUNHAM TRUST  
COMPANY,

Respondent(s),

Case No: A-17-766466-C  
*Consolidated with A-17-760853-B*  
Docket No: 83730

# **RECORD ON APPEAL**

## **VOLUME**

# **1**

**ATTORNEY FOR APPELLANT**  
**CHARLES LAM, PROPER PERSON**  
**P.O. BOX 27738**  
**LAS VEGAS, NV 89126**

**ATTORNEY FOR RESPONDENT**  
**MARK ALAN SOLOMON, ESQ.**  
**9060 W. CHEYENNE AVE.**  
**LAS VEGAS, NV 89129**

**I N D E X**

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**I N D E X**

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IAFD  
1 ROBERT J. WALSH, ESQ.  
Nevada Bar No.: 003836  
2 MATTHEW P. PAWLOWSKI, ESQ.  
Nevada Bar No.: 009889  
3 WALSH & FRIEDMAN, LTD.  
400 S. Maryland Parkway  
4 Las Vegas, NV 89101  
Phone: (702) 474-4660  
5 Attorneys for Plaintiff

6 DISTRICT COURT  
7  
8 CLARK COUNTY, NEVADA

9 EDWARD HOMES, INC., a Nevada  
Corporation,  
10  
Plaintiff,  
11 vs.  
12 TRAN ENTERPRISES, LLC, a Nevada  
Limited Liability Company; DOE  
13 INDIVIDUALS I through X, inclusive and  
14 ROE ENTITIES I through X, inclusive,  
15  
Defendants.

CASE NO.: A-17-766466-C

DEPT. NO.: Department 31

INITIAL APPEARANCE  
FEE DISCLOSURE


17 Pursuant to NRS Chapter 19, as amended by Senate Bill 106 filing fees are submitted  
18  
19 for parties appearing in the above-entitled action as indicated below:

20 EDWARD HOMES, INC., Plaintiff.....\$270.00

21 Total Remitted:.....\$270.00

22 DATED: This 18 day of December, 2017.

24 WALSH & FRIEDMAN, LTD.

25   
26 MATTHEW P. PAWLOWSKI, ESQ.  
Nevada Bar No.: 009889  
27 400 South Maryland Parkway  
Las Vegas, Nevada 89101  
28 Attorneys for Plaintiff

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**COMP**  
**ROBERT J. WALSH, ESQ.**  
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Fax: (702) 474-4664  
*Attorneys for Plaintiff*

Department 31

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

EDWARD HOMES, INC., a Nevada  
Corporation,

Plaintiff,

vs.

TRAN ENTERPRISES, LLC, a Nevada  
Limited Liability Company; DOE  
INDIVIDUALS I through X, inclusive and  
ROE ENTITIES I through X, inclusive,

Defendants.

CASE NO.: A-17-766466-C

DEPT. NO.: Department 31

**COMPLAINT**

**Causes of Action**

1. Breach of Contract;
2. Breach of the Covenant of Good Faith and Fair Dealing;
3. Specific Performance;

**Automatic Exemption from Arbitration**  
Claims involving title to real property and  
extraordinary relief.

COMES NOW, Plaintiff EDWARD HOMES, INC., a Nevada Corporation, by and  
through its attorneys of record, ROBERT J. WALSH, ESQ. and MATTHEW P.  
PAWLOWSKI, ESQ., of WALSH & FRIEDMAN, LTD. and hereby complain of the named  
Defendant, as follows:

**JURISDICTION AND VENUE**

1. Plaintiff EDWARD HOMES, INC. is and was, at all relevant times herein, a Nevada Corporation, duly licensed and conducting business in the County of Clark, State of Nevada.

WALSH & FRIEDMAN, LTD  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660

2. Upon information and belief, Defendant TRAN ENTERPRISES, LLC is and at all times relevant herein was a Nevada Limited Liability Company, duly licensed and doing business in the State of Nevada, County of Clark.
3. That the negotiations, communications and transactions which are the subject of the instant action took place in Clark County, Nevada.
4. That the real property that is the subject of this litigation is situated in the County of Clark, State of Nevada.
5. Venue and jurisdiction are vested in the County of Clark, State of Nevada.
6. That the true names and capacities, whether individual, corporate, associate or otherwise, of Defendants, DOES I - V and ROE CORPORATIONS VI - X, are unknown to Plaintiff, who therefore sue said Defendants by such fictitious names; Plaintiff is informed and believe and thereupon allege that each of the Defendants designated herein as a Doe or Roe is responsible in some manner for the events and happenings referred to and caused damages to Plaintiffs as alleged herein and that Plaintiff will seek leave of this Court to amend this complaint and insert the true names and capacities when the same have been ascertained and enjoin such Defendants in this action.

#### **STATEMENT OF PERTINENT FACTS**

7. Defendant is the owner of five (5) certain parcels of real property in Clark County, Nevada.
8. Plaintiff and Defendant entered in to three Commercial Purchase and Sale Agreements for each of these five (5) parcels of land.
9. The first Purchase and Sale Contract, referred to herein as, "Contract 1," was executed

1 by and between the parties on June 16, 2017, and pertains to two parcels at issue is  
2 identified as Parcel Nos. 177-17-701-012 and 177-17-701-013, and are more  
3 particularly described as:

4 177-17-701-012: PT NW4 SE4 SEC 17 22 61

5 177-17-701-013: PT NW4 SE4 SEC 17 22 61

6  
7 10. The second Purchase and Sale Contract, referred to herein as, "Contract 2," was  
8 executed by and between the parties on June 16, 2017, and pertains to two parcels at  
9 issue is identified as Parcel Nos. 176-13-501-036 and 176-13-501-030, and are more  
10 particularly described as:

11 176-13-501-036: PT NW4 NE4 SEC 13 22 60

12 176-13-501-030: PT NW4 NE4 SEC 13 22 60

13  
14 11. The third Purchase and Sale Contract, referred to herein as, "Contract 3," was  
15 executed by and between the parties on July 10, 2017, and pertains to the parcel at  
16 issue is identified as Parcel No. 177-17-701-011, and is more particularly described as:

17 177-17-701-011: PT NW4 SE4 SEC 17 22 61

18  
19 12. All earnest money deposits and other obligations required of the Plaintiff prior to the  
20 close of escrow for Contract 1, Contract 2 and Contract 3, have been fully performed  
21 by the Plaintiff.

22 13. Escrow was scheduled to close for Contract 1 and Contract 2 on September 30, 2017,  
23 which is Sixty (60) days from the close of Buyer's 45-day inspection period, as  
24 contained in Contract 1 and Contract 2.

1 14. Escrow was scheduled to close for Contract 3 on October 25, 2017, which is Sixty  
2 (60) days from the close of Buyer's 45-day inspection period, as contained in Contract  
3 3.

4 15. At the present time, Plaintiff is ready, willing and able to close escrow on Contracts 1-  
5 3, as described herein.

6 16. To date, Defendant has refused to close escrow on Purchase and Sale Contracts 1-3,  
7 described herein.

8  
9 **FIRST CAUSE OF ACTION**  
10 **(Breach of Contract)**

11 17. The Plaintiff repeats and realleges all allegations contained in all previous paragraphs  
12 of this Complaint, as though set forth fully herein, and further alleges, as follows:

13 18. Defendant is the owner of five (5) certain parcels of real property in Clark County,  
14 Nevada.

15 19. Plaintiff and Defendant entered in to three Commercial Purchase and Sale Agreements  
16 for each of these five (5) parcels of land.

17 20. The first Purchase and Sale Contract, referred to herein as, "Contract 1," was executed  
18 by and between the parties on June 16, 2017, and pertains to two parcels at issue is  
19 identified as Parcel Nos. 177-17-701-012 and 177-17-701-013, and are more  
20 particularly described as:

21 177-17-701-012: PT NW4 SE4 SEC 17 22 61

22 177-17-701-013: PT NW4 SE4 SEC 17 22 61

23 21. The second Purchase and Sale Contract, referred to herein as, "Contract 2," was  
24 executed by and between the parties on June 16, 2017, and pertains to two parcels at  
25 issue is identified as Parcel Nos. 176-13-501-036 and 176-13-501-030, and are more  
26  
27  
28

particularly described as:

176-13-501-036: PT NW4 NE4 SEC 13 22 60

176-13-501-030: PT NW4 NE4 SEC 13 22 60

22. The third Purchase and Sale Contract, referred to herein as, "Contract 3," was executed by and between the parties on July 10, 2017, and pertains to the parcel at issue is identified as Parcel No. 177-17-701-011, and is more particularly described as:

177-17-701-011: PT NW4 SE4 SEC 17 22 61

23. All earnest money deposits and other obligations required of the Plaintiff prior to the close of escrow for Contract 1, Contract 2 and Contract 3, have been fully performed by the Plaintiff.

24. Escrow was scheduled to close for Contract 1 and Contract 2 on September 30, 2017, which is Sixty (60) days from the close of Buyer's 45-day inspection period, as contained in Contract 1 and Contract 2.

25. Escrow was scheduled to close for Contract 3 on October 25, 2017, which is Sixty (60) days from the close of Buyer's 45-day inspection period, as contained in Contract 3.

26. At the present time, Plaintiff is ready, willing and able to close escrow on Contracts 1-3, as described herein.

27. To date, Defendant has refused to close escrow on Purchase and Sale Contracts 1-3, described herein.

28. Defendant's express refusal to close escrow on the subject properties, pursuant to Contracts 1-3, described herein, constitutes a breach of Contracts 1-3 by Defendant.

1 29. As a result of the foregoing breach, the Plaintiff has been damaged in an amount in  
2 excess of \$10,000.00, and should be awarded the same.

3 30. As a result of the foregoing, Plaintiff requests that preliminary and permanent  
4 injunctive relief issue, thereby preventing the sale or transfer of the subject real  
5 property parcels to third parties, other than the Plaintiff.

6 31. As a result of the foregoing, Plaintiff requests the equitable remedy of constructive  
7 trust over the subject real property, owed to Plaintiff by Defendant, as the Defendant is  
8 believed to be current title holder of said property and should be held to be trustee of  
9 that property, for the benefit of Plaintiff, who in good conscience is entitled to it.

10 32. It has been necessary for the Plaintiff to retain the services of Walsh and Friedman,  
11 Ltd. to prosecute this action, and as such, a reasonable sum for attorney's fees and  
12 costs of suit should be awarded.  
13

14  
15 **SECOND CAUSE OF ACTION**  
16 ***(Breach of the Covenant of Good Faith and Fair Dealing)***

17 33. The Plaintiff repeats and realleges all allegations contained in all previous paragraphs  
18 of this Complaint, as though set forth fully herein, and further allege, as follows:

19 34. Implied in every contract in the State of Nevada is a covenant of good faith and fair  
20 dealing between the parties.

21 35. As fully described inter alia, Defendant is in breach of this covenant through their  
22 willful and intentional delay in closing escrow, and Defendant's refusal to close  
23 escrow, of the real property parcels subject to Contracts 1-3, described herein.

24 36. This willful and intentional failure to close escrow has been perpetrated without just  
25 cause or purpose.  
26  
27  
28

1 37. As a result of the foregoing, the Plaintiffs have been damaged in an amount in excess  
2 of \$10,000.00, and should be awarded the same.

3 38. As a result of the foregoing, Plaintiff requests that preliminary and permanent  
4 injunctive relief issue, thereby preventing the sale or transfer of the subject real  
5 property to third parties, other than the Plaintiff.  
6

7 39. As a result of the foregoing, Plaintiff requests the equitable remedy of constructive  
8 trust over the subject real property, owed to Plaintiff by Defendant, as the Defendant is  
9 believed to be current title holder of said property and should be held to be trustee of  
10 that property, for the benefit of Plaintiff, who in good conscience is entitled to it.  
11

12 40. It has been necessary for the Plaintiff to retain the services of Walsh and Friedman,  
13 Ltd. to prosecute this action, and as such, a reasonable sum for attorney's fees and  
14 costs of suit should be awarded.

15 **THIRD CAUSE OF ACTION**  
16 ***(Specific Performance)***

17 41. The Plaintiff repeats and realleges all allegations contained in all previous paragraphs  
18 of this Complaint, as though set forth fully herein, and further alleges, as follows:

19 42. The terms of the Purchase and Sale Agreement identified herein as Contracts 1-3, for  
20 the purchase and sale of the subject parcels of real property, are definite and certain.  
21

22 43. That, as real property is inherently unique, the monetary remedy at law available to  
23 Plaintiff is inadequate.

24 44. That the Plaintiff is ready, willing and able to tender full performance under the terms  
25 of Contracts 1-3, detailed herein, for the purchase and sale of the subject parcels of  
26 real property, at issue in this action.  
27  
28



1 45. As a result of the foregoing, Plaintiff requests that this Honorable Court order the  
2 remedy of specific performance, thereby requiring the Defendant to sell the subject  
3 parcels of real property, encompassed by Contracts 1-3, detailed herein, to the  
4 Plaintiff, on the clear and certain terms of the parties' agreement for the same.

5 46. As a result of the foregoing, Plaintiff requests that preliminary and permanent  
6 injunctive relief issue, thereby preventing the sale or transfer of the subject real  
7 property to third parties, other than the Plaintiff.  
8

9 47. As a result of the foregoing, Plaintiff requests the equitable remedy of constructive  
10 trust over the subject real property, owed to Plaintiff by Defendant, as the Defendant is  
11 believed to be current title holder of said property and should be held to be trustee of  
12 that property, for the benefit of Plaintiff, who in good conscience is entitled to it.  
13

14 48. It has been necessary for the Plaintiff to retain the services of Walsh and Friedman,  
15 Ltd. to prosecute this action, and as such, a reasonable sum for attorney's fees and  
16 costs of suit should be awarded.  
17

18 **WHEREFORE**, Plaintiff prays for relief against the named Defendant, as follows:

- 19 1. For an Order of specific performance, compelling the Defendant to sell the subject  
20 parcels of real property to the Plaintiff, under the previously-agreed terms as set forth  
21 in Contracts 1-3, detailed herein;  
22  
23 2. For a preliminary and permanent injunction, preventing Defendant from selling the  
24 subject real property to third persons;  
25  
26 3. For a constructive trust, ordering that the subject property be held as and for the  
27 benefit of the Plaintiff, pending resolution of this action;  
28

- 1 4. For Compensatory damages in the amount of in excess of Ten Thousand Dollars  
2 (\$10,000.00);  
3 5. For costs and expenses of litigation;  
4 6. For reasonable attorney's fees; and  
5 7. For such other and further relief as this Court deems just and proper.  
6  
7

8 DATED: This 18 day of December, 2017.  
9

10 Submitted by:

11 **WALSH & FRIEDMAN, LTD.**

12 

13 **MATTHEW P. PAWLOWSKI, ESQ.**

14 State Bar No. 009889

15 400 South Maryland Parkway

16 Las Vegas, Nevada 89101

17 *Attorney for Plaintiff*  
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WALSH & FRIEDMAN, LTD  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660

SECRETARY OF THE BOARD  
*Alvin B. Hanson*

*Attorneys for Plaintiff*

## CLARK COUNTY, NEVADA

Defendants.

—

**NOTICE OF LIS PENDENS PURSUANT  
TO NRS 14.010**

111


**WALSH & FRIEDMAN, LTD**  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660

1 Assessor's Parcel No. 176-13-501-030, and is more particularly described as:

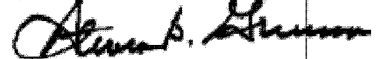
2 PT NW4 NE4 SEC 13 22 60

3  
4 DATED: This 20 day of December, 2017.

5  
6  
7 WALSH & FRIEDMAN, LTD.

8   
9 MATTHEW P. PAWLOWSKI, ESQ.  
10 Nevada Bar No. 009889  
11 400 South Maryland Parkway  
12 Las Vegas, Nevada 89101  
13 *Attorneys for Plaintiff*  
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1 **LISP**  
2 **ROBERT J. WALSH, ESQ.**  
Nevada Bar No.: 003836  
3 **MATTHEW P. PAWLOWSKI, ESQ.**  
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4 mpp@walshandfriedman.com  
5 **WALSH & FRIEDMAN, LTD.**  
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6 Las Vegas, NV 89101  
Phone: (702) 474-4660  
Fax: (702) 474-4664  
Attorneys for Plaintiff

7  
8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10  
11 EDWARD HOMES, INC., a Nevada  
Corporation,

12  
13 Plaintiff,

14 vs.

15 TRAN ENTERPRISES, LLC, a Nevada  
Limited Liability Company; DOE  
16 INDIVIDUALS I through X, inclusive and  
17 ROE ENTITIES I through X, inclusive,

18 Defendants.

)  
)  
) CASE NO.: A-17-766466-C

)  
) DEPT. NO.: XXXI  
)

)  
)  
) **NOTICE OF LIS PENDENS PURSUANT**  
) **TO NRS 14.010**  
)  
)

19  
20  
21 NOTICE IS HEREBY GIVEN that Plaintiff EDWARD HOMES, INC. commenced  
22 the above captioned action against the above-named Defendant, by filing a complaint with  
23 this Court on December 19, 2017.

24  
25 The real property described in Plaintiff's complaint and affected by the action is  
26 located in Clark County, Nevada and is commonly known as: Clark County, Nevada

27 ///

28 ///

WALSH & FRIEDMAN, LTD  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660

1 Assessor's Parcel No. 176-13-501-036, and is more particularly described as:

2 PT NW4 NE4 SEC 13 22 60

3  
4 DATED: This 20 day of December, 2017.

5  
6  
7 WALSH & FRIEDMAN, LTD.

8 

9 MATTHEW P. PAWLOWSKI, ESQ.

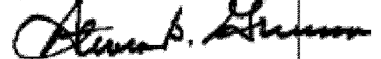
10 Nevada Bar No. 009889

11 400 South Maryland Parkway

12 Las Vegas, Nevada 89101

13 Attorneys for Plaintiff

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5 Phone: (702) 474-4660  
Fax: (702) 474-4664  
6 Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

11 EDWARD HOMES, INC., a Nevada )  
Corporation, )

12 Plaintiff, )

13 vs. )

14 TRAN ENTERPRISES, LLC, a Nevada )  
15 Limited Liability Company; DOE )

16 INDIVIDUALS I through X, inclusive and )  
17 ROE ENTITIES I through X, inclusive, )

18 Defendants. )

CASE NO.: A-17-766466-C

DEPT. NO.: XXXI

NOTICE OF LIS PENDENS PURSUANT  
TO NRS 14.010

21 NOTICE IS HEREBY GIVEN that Plaintiff EDWARD HOMES, INC. commenced  
22 the above captioned action against the above-named Defendant, by filing a complaint with  
23 this Court on December 19, 2017.

25 The real property described in Plaintiff's complaint and affected by the action is  
26 located in Clark County, Nevada and is commonly known as: Clark County, Nevada

27 ///

28 ///

WALSH & FRIEDMAN, LTD  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660

1 Assessor's Parcel No. 177-17-701-013, and is more particularly described as:

2 PT NW4 SE4 SEC 17 22 61

3  
4 DATED: This 20 day of December, 2017.

6 WALSH & FRIEDMAN, LTD.

7  
8 

9 MATTHEW P. PAWLOWSKI, ESQ.

10 Nevada Bar No. 009889

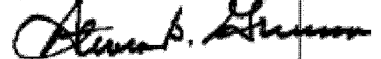
11 400 South Maryland Parkway

12 Las Vegas, Nevada 89101

13 *Attorneys for Plaintiff*

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LISP

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Nevada Bar No.: 003836

MATTHEW P. PAWLOWSKI, ESQ.

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Phone: (702) 474-4660

Fax: (702) 474-4664

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

EDWARD HOMES, INC., a Nevada  
Corporation,

Plaintiff,

vs.

TRAN ENTERPRISES, LLC, a Nevada  
Limited Liability Company; DOE  
INDIVIDUALS I through X, inclusive and  
ROE ENTITIES I through X, inclusive,

Defendants.

CASE NO.: A-17-766466-C

DEPT. NO.: XXXI

NOTICE OF LIS PENDENS PURSUANT  
TO NRS 14.010

NOTICE IS HEREBY GIVEN that Plaintiff EDWARD HOMES, INC. commenced  
the above captioned action against the above-named Defendant, by filing a complaint with  
this Court on December 19, 2017.

The real property described in Plaintiff's complaint and affected by the action is  
located in Clark County, Nevada and is commonly known as: Clark County, Nevada

///

///

Assessor's Parcel No. 177-17-701-011, and is more particularly described as:

PT NW4 SE4 SEC 17 22 61

DATED: This 20 day of December, 2017.

WALSH & FRIEDMAN, LTD.



**MATTHEW P. PAWLOWSKI, ESQ.**

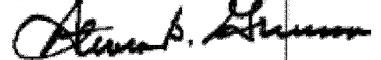
Nevada Bar No. 009889

400 South Maryland Parkway

Las Vegas, Nevada 89101

*Attorneys for Plaintiff*

WALSH & FRIEDMAN, LTD  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660



1 AOS  
2 ROBERT J. WALSH, ESQ.  
3 Nevada Bar No.: 003836  
4 WALSH & FRIEDMAN, LTD.  
5 400 S. Maryland Parkway  
6 Las Vegas, NV 89101  
7 (702) 474-4660  
8 Attorney for Plaintiff

6 DISTRICT COURT  
7 CLARK COUNTY, NEVADA

7 EDWARD HOMES, INC., a Nevada  
8 Corporation,

9 Plaintiff,

10 vs.

11 TRAN ENTERPRISES, LLC., A Nevada  
12 Limited Liability Company; DOE  
13 INDIVIDUALS I through X, inclusive and  
14 ROE ENTITIES I through X, inclusive,

15 Defendants.

CASE NO.: A-17-766466-C  
DEPT. NO.: XXXI

ACCEPTANCE OF SERVICE

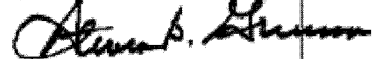
16  
17 LANCE C. EARL, ESQ. Attorney for Defendant TRAN ENTERPRISES, LLC., does  
18 hereby accept service of the Complaint, IAFD, and Five (5) Notice of Lis Pendens, on behalf of  
19 Defendant, TRAN ENTERPRISES, LLC., relative to the above-referenced matter.

20  
21 DATED this 23rd day of Jan, 2018.



22  
23 Lance C. Earl, Esq.  
24 HOLLARD & HART  
25 9555 Hillwood Drive, 2<sup>nd</sup> Floor  
26 Las Vegas, Nevada 89134  
27 Attorneys for Defendants  
28

WALSH & FRIEDMAN, LTD  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660



1 **TDN**  
2 **ROBERT J. WALSH, ESQ.**  
Nevada Bar No.: 3836  
3 **MATTHEW P. PAWLOWSKI, ESQ.**  
Nevada Bar No.: 9889  
4 **mpp@walshandfriedman.com**  
5 **WALSH & FRIEDMAN, LTD.**  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
6 Phone: (702) 474-4660  
7 *Attorney for Plaintiff*

8 **DISTRICT COURT**  
9  
10 **CLARK COUNTY, NEVADA**

11 **EDWARD HOMES, INC., a Nevada**  
12 **Corporation,**

13 **Plaintiff,**

14 **vs.**

15 **TRAN ENTERPRISES, LLC, a Nevada**  
16 **Limited Liability Company; DOE**  
17 **INDIVIDUALS I through X, inclusive and**  
18 **ROE ENTITIES I through X, inclusive,**

19 **Defendants.**

CASE NO.: A-17-766466-C

DEPT. NO.: XXXI

20 **THREE-DAY NOTICE OF INTENT TO TAKE DEFAULT**

21 **TO: TRAN ENTERPRISES, LLC, Defendant;**

22 **TO: LANCE R. EARL, ESQ., Counsel for Defendant.**

23  
24 **NOTICE IS HEREBY GIVEN** that on February 23, 2018, Plaintiff EDWARD  
25 **HOMES, INC., intends to take the default of Defendant TRAN ENTERPRISES, LLC, a**  
26 **Nevada Limited Liability Company, pursuant to the Acceptance of Service filed January 23,**  
27  
28

1 2018, for the failure of Defendant to Answer or file any responsive pleading to the Complaint  
2 on file herein.  
3

4 DATED: This 14<sup>th</sup> day of February, 2018.  
5

6 **WALSH & FRIEDMAN, LTD.**

7 

8 **Matthew P. Pawlowski, Esq.**

9 Nevada Bar No.: 9889

10 400 S. Maryland Pkwy.

11 Las Vegas, NV 89101

12 *Attorney for Plaintiff*  
13  
14  
15  
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18  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of WALSH & FRIEDMAN, LTD., and on the 14<sup>th</sup> day of February, 2018, I served a true and correct copy of the above and foregoing THREE-DAY NOTICE OF INTENT TO TAKE DEFAULT, pursuant to NRCP 5 and EDCR 8, by the method or methods indicated below:

14<sup>th</sup> by depositing the same in the U.S. Mail, First Class Mail, with postage fully prepaid, at Las Vegas, Nevada, addressed as follows:

Lance C. Earl, Esq.  
Holland & Hart  
9555 Hillwood Drive, 2nd floor  
Las Vegas, NV 89134

*Counsel for Defendant*

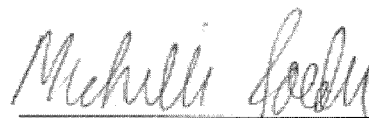
X by facsimile to the below listed number:

Lance C. Earl, Esq.  
Fax: (702) 669-4650

*Counsel for Defendant*

X by electronic mail to the below-listed email address:

Lance C. Earl, Esq.  
LEarl@hollandhart.com



an Employee of WALSH & FRIEDMAN, LTD.

TRANSMISSION VERIFICATION REPORT

TIME : 02/14/2018 17:16  
NAME :  
FAX :  
TEL :  
SER. # : U63274M6J378061

DATE, TIME	02/14 17:16
FAX NO./NAME	7026694650
DURATION	00:00:34
PAGE(S)	03
RESULT	OK
MODE	STANDARD
	ECM

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**Subject:** Woodward-Himes v. Tran Enterprises  
**From:** <staff@jwh-legal.com> [\(Add as Followed Sender\)](#)  
**Date:** Wed, Feb 14, 2018 5:13 pm  
**To:** [LEAS@bulldogshart.com](mailto:LEAS@bulldogshart.com)

**Inbox** (116)  
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**Drafts**  
**Templates**  
**Sent Later**  
**Sent Items**  
**Trash** (1495) (728)

Sincerely,

Michelle Roeder,  
 Legal Assistant  
 WALSH & FRIEDMAN, LTD.  
 400 So. Maryland Pkwy.  
 Las Vegas, Nevada 89101  
 (702) 474-4660 - telephone  
 (702) 474-4664 - facsimile

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Attachments

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Action(s)

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[img-30214161226.pdf](#)

648 K

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**Marquis Aurbach Coffing**

Lance C. Earl, Esq.  
Nevada Bar No: 2695  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
Facsimile: (702) 382-5813  
learl@maclaw.com

**HOLLAND & HART LLP**

Lars K. Evensen, Esq.  
Nevada Bar No: 8061  
9555 Hillwood Dr., 2nd Floor  
Las Vegas, NV 89134  
Telephone: 702-669-4600  
Facsimile: 702-669-4650  
LKEvensen@hollandhart.com

*Attorneys for Tran Enterprises, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

EDWARD HOMES, INC., a Nevada  
Corporation,

Plaintiffs,

v.

TRAN ENTERPRISES, LLC, a Nevada  
Limited Liability Company, DOE  
INDIVIDUALS I through X, inclusive and  
ROE ENTITIES I through x, inclusive,

Defendants.

TRAN ENTERPRISES, LLC, a Nevada  
Limited Liability Company,

Third Party Plaintiff,

v.

CHARLES LAM, individually,

Third Party Defendant.

Case No. : A-17-766466-C  
Dept. No. : XXXI

**DEFENDANT TRAN ENTERPRISES,  
LLC'S ANSWER TO PLAINTIFF'S  
COMPLAINT; THIRD PARTY  
COMPLAINT**

Defendant/Third Party Plaintiff Tran Enterprises, LLC, by and through its attorneys

Page 1 of 17

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 Marquis Aurbach & Coffing and co-counsel Holland & Hart LLP, and hereby answer the  
2 Complaint of Plaintiff, Edward Homes, Inc., a Nevada corporation as follows:

3  
4 **GENERAL ALLEGATIONS**

5 1. Answering Paragraph 1, Defendant admits that Plaintiff is a Nevada corporation.  
6 Answering further, Defendant is without knowledge or information sufficient to form a belief as  
7 to the truth of the remaining allegations, and on that basis, denies the same.

8 2. Answering Paragraph 2, Defendant admits the allegations of said paragraph.

9 3. Answering Paragraph 3, Defendant is without knowledge or information  
10 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
11 deny the same.

12 4. Answering Paragraph 4, Defendant admits that the Complaint identifies certain  
13 parcels of real property as being located in Clark County, Nevada. Answering further,  
14 Defendant is without knowledge or information sufficient to form a belief as to the truth of the  
15 remaining allegations, and on that basis, denies the same.

16 5. Answering Paragraph 5, Defendant is without knowledge or information  
17 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
18 deny the same.

19 6. Answering Paragraph 6, Defendant is without knowledge or information  
20 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
21 deny the same.

22 7. Answering Paragraph 7, Defendant admits that it is the owner of real property in  
23 Clark County, Nevada. Answering further, Defendant is without knowledge or information  
24 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
25 deny the same.

26 8. Answering Paragraph 8, Defendant asserts that the allegations state conclusions  
27 of law for which no responsive pleading and, on that basis, are denied.  
28

1           9.       Answering Paragraph 9, Defendant asserts that the allegations state conclusions  
2 of law for which no responsive pleading and, on that basis, are denied. Answering further,  
3 allegations purporting to particularly describe parcels identified in the Complaint as “at issue”  
4 are denied.

5           10.      Answering Paragraph 10, Defendant asserts that the allegations state conclusions  
6 of law for which no responsive pleading and, on that basis, are denied. Answering further,  
7 allegations purporting to particularly describe parcels identified in the Complaint as “at issue”  
8 are denied.

9           11.      Answering Paragraph 11, Defendant asserts that the allegations state conclusions  
10 of law for which no responsive pleading and, on that basis, are denied. Answering further,  
11 allegations purporting to particularly describe parcels identified in the Complaint as “at issue”  
12 are denied.

13           12.      Answering Paragraph 12, Defendant denies the allegations in said paragraph.

14           13.      Answering Paragraph 13, Defendant denies the allegations in said paragraph.

15           14.      Answering Paragraph 14, Defendant denies the allegations in said paragraph.

16           15.      Answering Paragraph 15, Defendant is without knowledge or information  
17 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
18 deny the same.

19           16.      Answering Paragraph 16, Defendant denies the allegations in said paragraph.

20  
21                           **FIRST CAUSE OF ACTION**  
22                           **(Breach of Contract)**

23           17.      Answering Paragraph 17, Defendant repeats and realleges all responses to  
24 Plaintiffs allegations contained in all previous paragraphs of this Complaint, as though set forth  
25 fully herein.

26           18.      Answering Paragraph 18, Defendant admits that it is the owner of certain parcels  
27 of real property in Clark County. Answering further, Defendant is without knowledge or  
28 information sufficient to form a belief as to whether it is the owner of the “certain parcels”  
referenced in said paragraph, and on that basis, deny the same.

1           19.     Answering Paragraph 19, Defendant asserts that the allegations state conclusions  
2 of law for which no responsive pleading and, on that basis, are denied. Answering Paragraph  
3 19, Defendant denies the allegations in said paragraph.

4           20.     Answering Paragraph 20, Defendant denies the allegations in said paragraph.

5           21.     Answering Paragraph 21, Defendant denies the allegations in said paragraph.

6           22.     Answering Paragraph 22, Defendant is without knowledge or information  
7 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
8 deny the same.

9           23.     Answering Paragraph 23, Defendant denies the allegations in said paragraph.

10          24.     Answering Paragraph 24, Defendant denies the allegations in said paragraph.

11          25.     Answering Paragraph 25, Defendant denies the allegations in said paragraph.

12          26.     Answering Paragraph 26, Defendant is without knowledge or information  
13 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
14 deny the same.

15          27.     Answering Paragraph 27, Defendant denies the allegations in said paragraph.

16          28.     Answering Paragraph 28, Defendant denies the allegations in said paragraph.

17          29.     Answering Paragraph 29, Defendant denies the allegations in said paragraph.

18          30.     Answering Paragraph 30, Defendant asserts that the allegations state the relief  
19 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
20 denied. Answering further, Defendant denies the allegations contained therein.

21          31.     Answering Paragraph 31, Defendant asserts that the allegations state the relief  
22 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
23 denied. Answering further, Defendant denies the allegations contained therein.

24          32.     Answering Paragraph 32, Defendant denies the allegations contained therein.

25

26

27

28

**SECOND CAUSE OF ACTION**  
**(Breach of the Covenant of Good Faith and Fair Dealing)**

33. Answering Paragraph 33, Defendant repeats and realleges all responses to Plaintiffs allegations contained in all previous paragraphs of this Complaint, as though set forth fully herein.

34. Answering Paragraph 34, Defendant asserts that the allegations are Plaintiff's statement of the law which Plaintiff contends is applicable, for which no responsive pleading is required, and, on that basis, are denied.

35. Answering Paragraph 35, Defendant denies the allegations in said paragraph.

36. Answering Paragraph 36, Defendant denies the allegations in said paragraph.

37. Answering Paragraph 37, Defendant denies the allegations in said paragraph.

38. Answering Paragraph 38, Defendant asserts that the allegations state the relief which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are denied. Answering further, Defendant denies the allegations contained therein.

39. Answering Paragraph 39, Defendant asserts that the allegations state the relief which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are denied. Answering further, Defendant denies the allegations contained therein.

40. Answering Paragraph 40, Defendant denies the allegations in said paragraph.

**THIRD CAUSE OF ACTION**  
**(Specific Performance)**

41. Answering Paragraph 41, Defendant repeats and realleges all responses to Plaintiffs allegations contained in all previous paragraphs of this Complaint, as though set forth fully herein.

42. Answering Paragraph 42, Defendant denies the allegations in said paragraph.

43. Answering Paragraph 43, Defendant asserts that the allegations are Plaintiff's statement of the law which Plaintiff contends is applicable, for which no responsive pleading is required, and, on that basis, are denied. Answering further, Defendant denies the allegations contained therein.

1 44. Answering Paragraph 44, Defendant is without knowledge or information  
2 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
3 deny the same.

4 45. Answering Paragraph 45, Defendant asserts that the allegations state the relief  
5 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
6 denied. Answering further, Defendant denies the allegations contained therein.

7 46. Answering Paragraph 46, Defendant asserts that the allegations state the relief  
8 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
9 denied. Answering further, Defendant denies the allegations contained therein.

10 47. Answering Paragraph 47, Defendant asserts that the allegations state the relief  
11 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
12 denied. Answering further, Defendant denies the allegations contained therein.

13 48. Answering Paragraph 48, Defendant denies the allegations in said paragraph.

14 **AFFIRMATIVE DEFENSES**

15 As separate affirmative defenses to the Complaint and each purported claim for relief  
16 asserted therein, Defendant alleges as follows:

17 **FIRST AFFIRMATIVE DEFENSE**

18 Plaintiff has failed to state a claim against Defendant upon which relief can be granted.

19 **SECOND AFFIRMATIVE DEFENSE**

20 Plaintiff's claims and damages are barred based upon the doctrine of estoppel.

21 **THIRD AFFIRMATIVE DEFENSE**

22 Plaintiff has failed to name an indispensable party.

23 **FOURTH AFFIRMATIVE DEFENSE**

24 Plaintiff has failed to mitigate its damages, if any, to the extent damages existed or were  
25 incurred, the existence of which is expressly denied.

26 **FIFTH AFFIRMATIVE DEFENSE**

27 The damages which Plaintiff claims to be owed are the result of conduct of a third party over  
28 which Defendant has no control.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff is not entitled to relief on the grounds that Defendant's ability to perform is the subject of a court order, which excuses Defendant from any liability or damages claimed by Plaintiff.

**SEVENTH AFFIRMATIVE DEFENSE**

Defendant reserves the right to amend this Answer to add additional affirmative defenses in the event subsequent information or investigation warrants such amendment.

**THIRD-PARTY COMPLAINT**

Third-party Plaintiff, Tran Enterprises, LLC, a Nevada limited liability company ("Third-Party Plaintiff" or "Tran Enterprises"), by and through Marquis Aurbach Coffing and co-counsel Holland & Hart, its attorneys of record, hereby complains, alleges and states against Third-Party Defendant, Charles Lam, individually, and Charles Lam, as Trustee of the NT Revocable Trust dated the 15th day of October 2009 (collectively, "Third Party Defendants"), as follows:

1. This Third-Party Complaint is brought pursuant to NRCP 13(h), NRCP 14 and NRCP 20.

2. Tran Enterprises is a Nevada limited liability company duly organized in the State of Nevada.

3. Tran Enterprises is the owner of certain parcels of real property located in Clark County, Nevada.

4. Third-Party Defendant, Charles Lam ("Lam") is a resident of Clark County, Nevada.

5. Tran Enterprises is informed and believes, and thereupon alleges that Mr. Lam is/was the son of Ms. Nhu Thi Tran (hereinafter, "Ms. Tran"), now deceased.

6. Third-Party Defendant, Charles Lam, Trustee of the NT Revocable Living Trust dated the 15th day of October, 2009 ("Revocable Trust"), is the successor trustee of a trust established on or about October 15, 2009, by Ms. Tran, as Trustor or Grantor.

7. On or about October 15, 2009, Ms. Tran settled the Revocable Trust, a revocable living trust.

- 1           8.       Ms. Tran was the trustee of the Revocable Trust until her passing on January 25,
- 2 2017.
- 3           9.       On or about October 15, 2009, Ms. Tran settled the NT Legacy Trust, dated
- 4 October 15, 2009 ("Legacy Trust"), a Nevada irrevocable asset protection trust.
- 5           10.       Pursuant to the terms of the Legacy Trust, P. Sterling Kerr and Mary Kaufman
- 6 were named as co-trustees of the Legacy Trust.
- 7           11.       In 2016, Ms. Kaufman resigned as trustee of the Legacy Trust.
- 8           12.       Mr. Kerr remains a trustee of the Legacy Trust.
- 9           13.       Except for the satisfaction of a \$2,000,000 general bequest, Mr. Lam is not
- 10 entitled to receive from the Legacy Trust, any distribution of money or property.
- 11           14.       At the time that the Legacy Trust was created, Mr. Lam, individually and as
- 12 trustee of the Revocable Trust, knew or should have known that he was a beneficiary of the
- 13 Legacy Trust, in the bequest amount of \$2,000,000.00.
- 14           15.       The Revocable Trust is not a beneficiary of the Legacy Trust.
- 15           16.       The Revocable Trust documents contemplate that after payment of certain
- 16 funeral expenses and/or other expenses, assets of the Revocable Trust will be distributed to the
- 17 Legacy Trust.
- 18           17.       Mr. Lam is not a beneficiary of the Revocable Trust.
- 19           18.       The Revocable Trust does not provide for Mr. Lam to receive any distribution
- 20 of money or property from the assets of the Revocable Trust.
- 21           19.       The Revocable Trust has no member or ownership interest in Tran Enterprises.
- 22           20.       At the time that the Revocable Trust was created, Mr. Lam, individually and as
- 23 trustee of the Revocable Trust, knew or should have known that after Ms. Tran passed away,
- 24 proceeds from the sale of assets of Tran Enterprises would be distributed to the Legacy Trust.
- 25           21.       At all times relevant hereto, Mr. Lam, individually and as trustee of the
- 26 Revocable Trust, knew or should have known that the Legacy Trust would hold no assets until
- 27 after Ms. Tran had passed away.
- 28           22.       On or about January 25, 2017 Ms. Tran passed away.



- 1           23.     Upon Ms. Tran's passing, Mr. Lam became the trustee of the Revocable Trust.
- 2           24.     Mr. Lam remains the trustee of the Revocable Trust.
- 3           25.     Prior to March 23, 2017, Mr. Lam was the manager of Tran Enterprises.
- 4           26.     Tran Enterprises is wholly owned by the Legacy Trust.
- 5           27.     March 23, 2017, Mr. Kerr, trustee of the Legacy Trust, replaced Mr. Lam as the
- 6 manager of Tran Enterprise.
- 7           28.     Tran Enterprises is informed and believes, and thereupon alleges that Mr. Lam
- 8 objected to Mr. Kerr replacing him as manager of Tran Enterprises.
- 9           29.     Pursuant to a Land Purchase and Profit Participation Agreement ("Big Teton
- 10 Agreement") dated as of August 1, 2011, Tran Enterprises agreed to sell to Big Teton, LLC
- 11 ("Big Teton") certain real property identified in the Land Purchase and Profit Participation
- 12 Agreement as APN 176-10-401-001 (the "Big Teton Property").
- 13           30.     The Big Teton Agreement provided that upon sale of the Big Teton Property to
- 14 a third party, net profits would be divided between Big Teton and Tran Enterprises.
- 15           31.     On or about August 19, 2011, Big Teton purchased the Big Teton Property.
- 16           32.     On or about January 14, 2015, Big Teton sold the Big Teton Property.
- 17           33.     After closing on the sale of the Big Teton Property to a third-party, Big Teton
- 18 notified Mr. Lam, at that time the manager of record for Tran Enterprises, that net profits in
- 19 excess of \$497,973.00 ("Net Profits Distribution") to which Tran Enterprises was entitled under
- 20 the Big Teton Agreement, were available for distribution to Tran Enterprises.
- 21           34.     While serving as manager of Tran Enterprises, Mr. Lam took no action to have
- 22 the Net Profits Distribution transferred to an account maintained by Tran Enterprises.
- 23           35.     Tran Enterprises is informed and believes and thereupon alleges that subsequent
- 24 to receiving notice that Mr. Kerr was the manager of Tran Enterprises, Mr. Lam instructed Big
- 25 Teton to issue to him personally, multiple Cashier's Checks in amounts aggregating the Net
- 26 Profits Distribution.
- 27
- 28

1           36.     In directing Big Teton to distribute the Net Profits Distribution to him  
2 personally, Mr. Lam did not notify Big Teton that he had no legal or equitable basis to instruct  
3 Big Teton to disburse to him the Net Profits Distribution.

4           37.     In directing Big Teton to distribute the Net Profits Distribution to him  
5 personally, Mr. Lam did not notify Big Teton that he was not the manager of Tran Enterprises,  
6 but that Mr. Kerr was the manager of Tran Enterprises.

7           38.     At all times relevant hereto, Mr. Lam, individually and as trustee of the  
8 Revocable Trust, knew or should have known that the Net Profits Distribution was to be paid to  
9 Tran Enterprises and not to him personally.

10          39.     At all times relevant hereto, Mr. Lam, individually and as trustee of the  
11 Revocable Trust, knew or should have known that the Net Profits Distribution were assets of  
12 Tran Enterprise and intended to be distributed to the Legacy Trust to satisfy bequests to  
13 beneficiaries of the Legacy Trust.

14          40.     Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
15 have known that in 2012, in two (2) filings before the U.S. Bankruptcy Court, District of  
16 Nevada ("Bankruptcy Court Filings"), it was represented that Ms. Tran had experienced severe  
17 and chronic health problems over several years prior to the 2012 Bankruptcy Court Filings,  
18 which health problems affected her physical health as well as her cognitive abilities, including  
19 the ability to remember events and transactions.

20          41.     Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
21 have known that the Bankruptcy Court Filings represented that Ms. Tran's severe and chronic  
22 health problems had been exacerbated prior to the 2012 Bankruptcy Filings, which health  
23 problems affected her physical health as well as her cognitive abilities, including the ability to  
24 remember events and transactions.

25          42.     When the Big Teton Property was sold in January 2015, Mr. Lam's mother, Ms.  
26 Tran, was elderly and in failing health.

27          43.     Tran Enterprises is informed and believes, and thereupon alleges that Mr. Lam  
28 intentionally permitted the Net Profits Distribution to remain in the control of Big Teton, until

1 such time as Ms. Tran was deceased, in order to obtain personal control of the Net Profits  
2 Distribution.

3 44. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
4 have known that Ms. Tran had formed the Legacy Trust, and that upon her passing, the assets of  
5 Tran Enterprises would be liquidated and distributed to the Legacy Trust.

6 45. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
7 have known that pursuant to the terms of the Legacy Trust, he would receive a general bequest  
8 of \$2,000,000.00, an amount that is materially less than the value of the assets held by Tran  
9 Enterprises.

10 46. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
11 have known that Mr. Kerr, as Trustee of the Legacy Trust and manager of Tran Enterprises,  
12 would initiate action to liquidate assets of Tran Enterprises in order to fund the Legacy Trust, in  
13 a timely and expedient matter.

14 47. Mr. Lam, as successor trustee of the Revocable Trust, has taken no action to  
15 liquidate assets of the Revocable Trust, as contemplated by the Revocable Trust documents.

16 48. Mr. Lam, as successor trustee of the Revocable Trust, has taken no action to  
17 distribute assets of the Revocable Trust to the Legacy Trust, if any, as contemplated by the  
18 Revocable Trust documents.

19 49. Tran Enterprises is informed and believes and thereupon alleges that Mr. Lam  
20 was not satisfied with the \$2,000,000 bequest he was to receive under the Legacy Trust.

21 50. Upon the payment from the Legacy Trust of the \$2,000,000.00, Mr. Lam,  
22 individually and as trustee of the Revocable Trust, knew or should have known that he would  
23 no longer have individual standing to contest actions taken by Tran Enterprises or Legacy Trust  
24 with respect to the liquidation of assets owned by Tran Enterprises or the Legacy Trust.

25 51. Tran Enterprises is informed and believes and thereupon alleges that Mr. Lam,  
26 individually and as trustee of the Revocable Trust, embarked upon a scheme to delay or prevent  
27 the assets of Tran Enterprises from being liquidated and distributed to the Legacy Trust.  
28

1           52.     Tran Enterprises is informed and believes and thereupon alleges that Mr. Lam,  
2 individually and as trustee of the Revocable Trust, embarked upon a scheme to usurp control  
3 over Tran Enterprises, the Revocable Trust and the Legacy Trust in order to obtain additional  
4 money and property in excess of the \$2,000,000.00 he was otherwise entitled to receive.

5           53.     Tran Enterprises is informed and believes and thereupon alleges that, in  
6 furtherance of his scheme, Mr. Lam, individually and as trustee of the Revocable Trust,  
7 determined to take action to cause the removal of Mr. Kerr as manager of Tran Enterprises and  
8 as Trustee of the Legacy Trust.

9           54.     Tran Enterprises is informed and believes and thereupon alleges that, in  
10 furtherance of his scheme, Mr. Lam, individually and as trustee of the Revocable Trust,  
11 intentionally directed Big Teton to pay him the Net Profit Distribution, in order to circumvent  
12 the effort of Mr. Kerr to obtain funds to satisfy the terms of the Legacy Trust.

13           55.     As a direct and proximate result of Mr. Tran's action to divert the Net Profit  
14 Distribution, it is and was necessary for Tran Enterprises to enter into agreements for the sale of  
15 Tran Enterprises property in order to fund the Legacy Trust in an expedient and timely manner.

16           56.     On or about September 1, 2017, Third Party Defendants caused to be filed in the  
17 Clark County District Court, a Complaint entitled "Charles, individually and derivatively on  
18 behalf of Tran Enterprises, LLC, a Nevada limited liability company, and as Trustee of the NT  
19 Revocable Living Trust, dated the 15th day of October, 2009, Plaintiffs v. P. Sterling Kerr,  
20 individually and as manager of the Legacy Trust, dated the 15th day of October, 2009; Mary V.  
21 Kaufman, as Trustee of the NT Legacy Trust, dated the 15th day of October, 2009; and DOES I  
22 V individuals and ROE VI through X Corporations and Partnerships." (The "Lam/Kerr  
23 Action").

24           57.     On January 1, 2017, Third Party Defendants filed an Amended Complaint  
25 ("Lam/Kerr Amended Complaint") in the Lam/Kerr Action.

26           58.     In the Amended Complaint, Mr. Lam alleges that he is a 10% member of Tran  
27 Enterprises.

28           59.     Tran Enterprises is not a party to the Lam/Kerr Action.

1           60.     Mr. Lam is not, and never has been, a member or owner of Tran Enterprises.

2           61.     Prior to initiating the Lam/Kerr Action, Mr. Lam had never claimed to be a  
3 member or owner of Tran Enterprises.

4           62.     Prior to initiating the Lam/Kerr Action, Mr. Kerr advised Mr. Lam that Tran  
5 Enterprises was selling property owned by Tran Enterprises.

6           63.     Prior to the commencement of the Lam/Kerr Action, Tran Enterprises sold  
7 certain real property owned by Tran Enterprises.

8           64.     Mr. Lam, as successor trustee of the Revocable Trust, has taken no action to  
9 liquidate assets of the Revocable Trust, as ordered by the Court in the Lam/Kerr Action on  
10 November 17, 2017.

11          65.     As a result of the Lam/Kerr Action, Mr. Kerr has been prevented from taking  
12 any action that would result in the sale by Tran Enterprises of property that it owns, without  
13 approval from the Judge presiding in the Lam/Kerr Action.

14          66.     As a direct and proximate the Lam/Kerr Action, Tran Enterprises is prevented  
15 from taking any action that would result in the sale of property owned by Tran Enterprises,  
16 without approval from the Judge presiding in the Lam/Kerr Action.

17          67.     Edward Homes has filed a Complaint in the Clark County District Court  
18 alleging that Tran Enterprises has breached three (3) purchase and sale agreements for the sale  
19 to Edward Homes of certain real property owned by Tran Enterprises.

20          68.     Edward Homes alleges, in relevant part, that Tran Enterprises will not close  
21 escrow and complete the sale to Edward Homes of certain real property owned by Tran  
22 Enterprises.

23          69.     Tran Enterprises has been compelled to retain the services of an attorney and  
24 has incurred attorney's fees and costs as a result of the foregoing conduct.

25

26

27

28

**FIRST CLAIM FOR RELIEF**

**(Intentional Interference with Contractual Relations)**

70. Tran Enterprises repeats, realleges and incorporated all of the allegations contained in the preceding paragraphs as though fully set forth herein.

71. Mr. Lam, individually and as trustee of the Revocable Trust, knew that Tran Enterprises had entered into, or intended to enter into agreements for the sale of property owned by Tran Enterprises.

72. Mr. Lam, individually and as trustee of the Revocable Trust, intentionally and wrongfully engaged in conduct and communications with the express intent to disrupt the contractual relationship between Tran Enterprises and Edward Homes.

73. Mr. Lam, individually and as trustee of the Revocable Trust, have intentionally and wrongfully engaged in conduct and communications with the express intent to cause a default under the terms of the Commercial Purchase and Sale Agreement and Joint Escrow Instructions, to the damage and detriment of Tran Enterprises.

74. Third Party Defendants' conduct and communications were done with the intent to interfere with, and to cause damage and harm to Tran Enterprises' credibility and ability to conduct business.

75. Third Party Defendants' conduct and communications were done with the intent to interfere with, and to cause damage and harm in order to carry out his scheme to wrongfully usurp control over Tran Enterprises.

76. Third Party Defendants' conduct and communications were done with the intent to interfere with, and to cause damage and harm in order to carry out his scheme to obtain additional profit and benefit over and above the \$2,000,000 specific bequest provided under the Legacy Trust documents.

77. As a direct and proximate result of Mr. Lam's actions, , individually and as trustee of the Revocable Trust, Tran Enterprises has incurred damages in excess of \$15,000, and Tran Enterprises is entitled to punitive and exemplary damages, in an amount to be proven at trial.

1 78. Tran Enterprises is entitled to reasonable attorney's fees and costs incurred  
2 herein according to proof at the time of trial.

3  
4 **SECOND CLAIM FOR RELIEF**

5 **(Equitable or Implied Indemnity)**

6 79. Tran Enterprises repeats, realleges and incorporated all of the allegations  
7 contained in the preceding paragraphs as though fully set forth herein.

8 80. Edward Homes has filed a Complaint and commenced an action alleging breach  
9 of contract and seeking an award against Tran Enterprises of monetary damages in excess of  
10 \$10,000.

11 81. The alleged damages claimed to be owed by Tran Enterprises, if any, are the  
12 direct and proximate result of the intentional and wrongful actions of Mr. Lam, individually and  
13 as trustee of the Revocable Trust.

14 82. But for the intentional and wrongful actions of Mr. Lam, individually and as  
15 trustee of the Revocable Trust, Tran Enterprises would not be subject to a claim for damages by  
16 Edward Homes.

17 83. Tran Enterprises has been compelled to retain legal counsel and to incur  
18 additional expenses to defend the allegations of Edward Homes.

19 84. Tran Enterprises is entitled to equitable indemnification for all monies it has  
20 expended to defend against the Edward Homes allegations.

21 85. Tran Enterprises is entitled to equitable indemnification for any and all  
22 damages which Tran Enterprises may become obligated if Edward Homes prevails.

23 86. Tran Enterprises has incurred, or may incur, damages in excess of \$15,000, for  
24 which damages it is entitled to indemnification from Mr. Lam, individually and as trustee of the  
25 Revocable Trust.

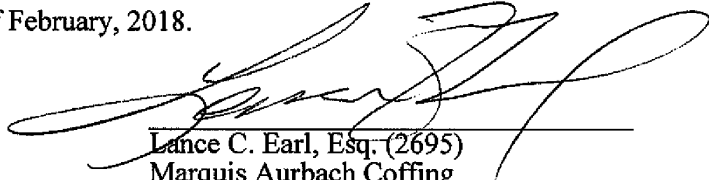
26  
27 WHEREFORE, Tran Enterprises prays for relief against Third-party Defendants,  
28 Charles Lam, individually, and as Trustee of the NT Revocable Living Trust:

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1. For an award of damages in excess of \$15,000;
2. For an award of punitive and exemplary damages in an amount to be proven at trial;
3. For his attorneys fees and costs of Court; and
4. For such other and further relief as the Court may deem appropriate.

DATED this 15th day of February, 2018.



Lance C. Earl, Esq. (2695)  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
*Attorneys for Tran Enterprises, LLC*



**CERTIFICATE OF SERVICE**

I hereby certify that on the 15th day of February, 2018, a true and correct copy of the foregoing **DEFENDANT TRAN ENTERPRISES, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT; THIRD PARTY COMPLAINT** was served by the following method(s):

☒ **Electronic:** by submitting electronically for filing and/or service with the Eighth Judicial District Court's Odyssey eFileNV Electronic Filing system and serving all parties with an email address on record, as indicated below, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. That date and time of the electronic proof of service in place of the date and place of deposit in the U.S. Mail.

☒ **U.S. Mail:** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Robert J. Walsh, Esq.  
Matthew P. Pawlowski, Esq.  
WALSH & FRIEDMAN, LTD.  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
Tel: (702) 474-4660  
Fax: (702) 474-4664

*Attorneys for Edward Homes, Inc.*

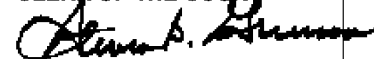
☒ **Email:** by electronically delivering a copy via email to the following e-mail address:

*mpp@walshandfriedman.com*

☐ **Facsimile:** by faxing a copy to the following numbers referenced below:

  
An Employee of Marquis Aurbach Coffing

10569134\_1



**Marquis Aurbach Coffing**

Lance C. Earl, Esq.  
Nevada Bar No: 2695  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
Facsimile: (702) 382-5813  
learl@maclaw.com

**HOLLAND & HART LLP**

Lars K. Evensen, Esq.  
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Las Vegas, NV 89134  
Telephone: 702-669-4600  
Facsimile: 702-669-4650  
LKEvensen@hollandhart.com

*Attorneys for Tran Enterprises, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

EDWARD HOMES, INC., a Nevada  
Corporation,

Plaintiffs,

v.

TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company, DOE INDIVIDUALS I  
through X, inclusive and ROE ENTITIES I  
through x, inclusive,

Defendants.

\_\_\_\_\_  
TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company,

Third Party Plaintiff,

v.

CHARLES LAM, individually,

Third Party Defendant.

Case No. : A-17-766466-C  
Dept. No. : XXXI

**INITIAL APPEARANCE FEE DISCLOSURE**

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for parties appearing in the above-entitled action as indicated below:

Defendant Tran Enterprises ..... \$223.00

///

**TOTAL REMITTED..... \$223.00**

Dated this 20th day of February, 2018.

MARQUIS AURBACH COFFING

By /s/ Lance C. Earl, Esq.  
Lance C. Earl, Esq. (2695)  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
*Attorney for Tran Enterprises, LLC*



**Marquis Aurbach Coffing**

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LKEvensen@hollandhart.com

*Attorneys for Tran Enterprises, LLC*

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**CLARK COUNTY, NEVADA**

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Defendants.

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Liability Company,

Third Party Plaintiff,

v.

CHARLES LAM, individually,

Third Party Defendant.

Case No. : A-17-766466-C  
Dept. No. : XXXI

**NRCP RULE 7.1 DISCLOSURE STATEMENT**

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The undersigned counsel of record certifies that the following are persons and entities as described in NRCP 7.1, and must be disclosed. These representations are made in order that the judges of this court may evaluate possible disqualification or recusal.

1. Tran Enterprises, LLC, defendant – no parent corporation.

Dated this 20th day of February, 2018.

MARQUIS AURBACH COFFING

By /s/ Lance C. Earl, Esq.  
Lance C. Earl, Esq. (2695)  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
*Attorney for Tran Enterprises, LLC*

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

**Marquis Aurbach Coffing**

Lance C. Earl, Esq.  
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LKEvensen@hollandhart.com

*Attorneys for Tran Enterprises, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

EDWARD HOMES, INC., a Nevada  
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TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company, DOE INDIVIDUALS I  
through X, inclusive and ROE ENTITIES I  
through x, inclusive,

Defendants.

\_\_\_\_\_  
TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company,

Third Party Plaintiff,

v.

CHARLES LAM, individually,

Third Party Defendant.

Case No. : A-17-766466-C  
Dept. No. : XXXI

**SUMMONS - CIVIL**


1 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**  
2 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.**  
3 **READ THE INFORMATION BELOW.**

4 **CHARLES LAM, INDIVIDUALLY**

5 **TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against  
6 you for the relief set forth in the Complaint.

- 7 1. If you intend to defend this lawsuit, within 20 days after this Summons is served  
8 on you, exclusive of the day of service, you must do the following:
- 9 (a) File with the Clerk of this Court, whose address is shown below, a formal  
10 written response to the Complaint in accordance with the rules of the  
11 Court, with the appropriate filing fee.
- 12 (b) Serve a copy of your response upon the attorney whose name and address  
13 is shown below.
- 14 2. Unless you respond, your default will be entered upon application of the  
15 Plaintiff(s) and failure to so respond will result in a judgment of default against  
16 you for the relief demanded in the Complaint, which could result in the taking of  
17 money or property or other relief requested in the Complaint.
- 18 3. If you intend to seek the advice of an attorney in this matter, you should do so  
19 promptly so that your response may be filed on time.
- 20 4. The State of Nevada, its political subdivisions, agencies, officers, employees,  
21 board members, commission members and legislators each have 45 days after  
22 service of this Summons within which to file an Answer or other responsive  
23 pleading to the Complaint.

24 STEVEN D. GRIERSON  
25 CLERK OF COURT

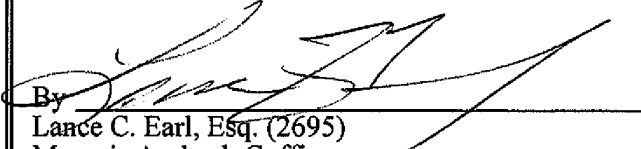
26 By:  Josefina San Juan 2/20/2018  
27 Deputy Clerk Date  
28 Regional Justice Center  
200 Lewis Avenue  
Las Vegas, NV 89155

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 Issued at the direction of:

2 MARQUIS AURBACH COFFING

3  
4 By   
Lance C. Earl, Esq. (2695)  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorney for Tran Enterprises, LLC

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Facsimile: 702-669-4650  
9 LKEvensen@hollandhart.com

10 *Attorneys for Tran Enterprises, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 EDWARD HOMES, INC., a Nevada  
14 Corporation,

15 Plaintiffs,

16 v.

17 TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company, DOE INDIVIDUALS I  
18 through X, inclusive and ROE ENTITIES I  
through x, inclusive,

19 Defendants.

20 \_\_\_\_\_ /  
21 TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company,

22 Third Party Plaintiff,

23 v.

24 CHARLES LAM, individually, and as Trustee of  
25 the NT Revocable Trust dated the 15th day of  
26 October 2009,

27 Third Party Defendants.  
28

1     **ERRATA TO CAPTION ON DEFENDANT TRAN ENTERPRISES, LLC'S ANSWER**  
2     **TO PLAINTIFF'S COMPLAINT; THIRD PARTY COMPLAINT**

3     Defendant and Third Party Plaintiff Tran Enterprises, LLC, a Nevada limited liability  
4     company, by and through its attorneys, the law firm of Marquis Aurbach Coffing, hereby files  
5     this Errata to Defendant Tran Enterprises, LLC's Answer to Plaintiff's Complaint; Third Party  
6     Complaint (the "Answer and Third Party Complaint") filed February 15, 2018. **The purpose of**  
7     **the Errata is to amend the caption to include as a Third-Party Defendant, Charles Lam as**  
8     **Trustee of the NT Revocable Trust dated the 15th day of October 2009, who was**  
9     **inadvertently omitted. The previously filed Answer and Third Party Complaint is attached**  
10    **hereto in its entirety.**

11         Dated this 21st day of February, 2018.

12                 **Marquis Aurbach Coffing**

13                 /s/ Lance C. Earl, Esq.

14                 Lance C. Earl, Esq. (2695)

15                 Marquis Aurbach Coffing

16                 10001 Park Run Drive

17                 Las Vegas, Nevada 89145

18                 Attorney for Tran Enterprises, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that on the 21st day of February, 2018, a true and correct copy of the foregoing **DEFENDANT TRAN ENTERPRISES, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT; THIRD PARTY COMPLAINT** was served by the following method(s):

☒ **Electronic:** by submitting electronically for filing and/or service with the Eighth Judicial District Court's Odyssey eFileNV Electronic Filing system and serving all parties with an email address on record, as indicated below, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. That date and time of the electronic proof of service in place of the date and place of deposit in the U.S. Mail.

☒ **U.S. Mail:** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Robert J. Walsh, Esq.  
Matthew P. Pawlowski, Esq.  
WALSH & FRIEDMAN, LTD.  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
Tel: (702) 474-4660  
Fax: (702) 474-4664

*Attorneys for Edward Homes, Inc.*

☒ **Email:** by electronically delivering a copy via email to the following e-mail address:  
*mpp@walshandfriedman.com*

☐ **Facsimile:** by faxing a copy to the following numbers referenced below:

  
An Employee of Marquis Aurbach Coffing

10569134\_1

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 **Marquis Aurbach Coffing**  
Lance C. Earl, Esq.  
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Facsimile: 702-669-4650  
9 LKEvensen@hollandhart.com

10 *Attorneys for Tran Enterprises, LLC*

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 EDWARD HOMES, INC., a Nevada  
14 Corporation,

15 **Plaintiffs,**

16 v.

17 TRAN ENTERPRISES, LLC, a Nevada  
18 Limited Liability Company, DOE  
19 INDIVIDUALS I through X, inclusive and  
ROE ENTITIES I through x, inclusive,

20 **Defendants.**

21 \_\_\_\_\_ /  
22 TRAN ENTERPRISES, LLC, a Nevada  
Limited Liability Company,

23 **Third Party Plaintiff,**

24 v.

25 CHARLES LAM, individually,

26 **Third Party Defendant.**  
27  
28

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Steven D. Grierson  
CLERK OF THE COURT



Case No. : A-17-766466-C  
Dept. No. : XXXI

**DEFENDANT TRAN ENTERPRISES,  
LLC'S ANSWER TO PLAINTIFF'S  
COMPLAINT; THIRD PARTY  
COMPLAINT**

Defendant/Third Party Plaintiff Tran Enterprises, LLC, by and through its attorneys

Page 1 of 17

Case Number: A-17-766466-C

1 Marquis Aurbach & Coffing and co-counsel Holland & Hart LLP, and hereby answer the  
2 Complaint of Plaintiff, Edward Homes, Inc., a Nevada corporation as follows:

3  
4 **GENERAL ALLEGATIONS**

5 1. Answering Paragraph 1, Defendant admits that Plaintiff is a Nevada corporation.  
6 Answering further, Defendant is without knowledge or information sufficient to form a belief as  
7 to the truth of the remaining allegations, and on that basis, denies the same.

8 2. Answering Paragraph 2, Defendant admits the allegations of said paragraph.

9 3. Answering Paragraph 3, Defendant is without knowledge or information  
10 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
11 deny the same.

12 4. Answering Paragraph 4, Defendant admits that the Complaint identifies certain  
13 parcels of real property as being located in Clark County, Nevada. Answering further,  
14 Defendant is without knowledge or information sufficient to form a belief as to the truth of the  
15 remaining allegations, and on that basis, denies the same.

16 5. Answering Paragraph 5, Defendant is without knowledge or information  
17 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
18 deny the same.

19 6. Answering Paragraph 6, Defendant is without knowledge or information  
20 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
21 deny the same.

22 7. Answering Paragraph 7, Defendant admits that it is the owner of real property in  
23 Clark County, Nevada. Answering further, Defendant is without knowledge or information  
24 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
25 deny the same.

26 8. Answering Paragraph 8, Defendant asserts that the allegations state conclusions  
27 of law for which no responsive pleading and, on that basis, are denied.  
28

1           9.     Answering Paragraph 9, Defendant asserts that the allegations state conclusions  
2 of law for which no responsive pleading and, on that basis, are denied. Answering further,  
3 allegations purporting to particularly describe parcels identified in the Complaint as "at issue"  
4 are denied.

5           10.    Answering Paragraph 10, Defendant asserts that the allegations state conclusions  
6 of law for which no responsive pleading and, on that basis, are denied. Answering further,  
7 allegations purporting to particularly describe parcels identified in the Complaint as "at issue"  
8 are denied.

9           11.    Answering Paragraph 11, Defendant asserts that the allegations state conclusions  
10 of law for which no responsive pleading and, on that basis, are denied. Answering further,  
11 allegations purporting to particularly describe parcels identified in the Complaint as "at issue"  
12 are denied.

13           12.    Answering Paragraph 12, Defendant denies the allegations in said paragraph.

14           13.    Answering Paragraph 13, Defendant denies the allegations in said paragraph.

15           14.    Answering Paragraph 14, Defendant denies the allegations in said paragraph.

16           15.    Answering Paragraph 15, Defendant is without knowledge or information  
17 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
18 deny the same.

19           16.    Answering Paragraph 16, Defendant denies the allegations in said paragraph.

20  
21                           **FIRST CAUSE OF ACTION**  
22                           **(Breach of Contract)**

23           17.    Answering Paragraph 17, Defendant repeats and realleges all responses to  
24 Plaintiffs allegations contained in all previous paragraphs of this Complaint, as though set forth  
25 fully herein.

26           18.    Answering Paragraph 18, Defendant admits that it is the owner of certain parcels  
27 of real property in Clark County. Answering further, Defendant is without knowledge or  
28 information sufficient to form a belief as to whether it is the owner of the "certain parcels"  
referenced in said paragraph, and on that basis, deny the same.

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1           19.     Answering Paragraph 19, Defendant asserts that the allegations state conclusions  
2 of law for which no responsive pleading and, on that basis, are denied. Answering Paragraph  
3 19, Defendant denies the allegations in said paragraph.

4           20.     Answering Paragraph 20, Defendant denies the allegations in said paragraph.

5           21.     Answering Paragraph 21, Defendant denies the allegations in said paragraph.

6           22.     Answering Paragraph 22, Defendant is without knowledge or information  
7 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
8 deny the same.

9           23.     Answering Paragraph 23, Defendant denies the allegations in said paragraph.

10          24.     Answering Paragraph 24, Defendant denies the allegations in said paragraph.

11          25.     Answering Paragraph 25, Defendant denies the allegations in said paragraph.

12          26.     Answering Paragraph 26, Defendant is without knowledge or information  
13 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
14 deny the same.

15          27.     Answering Paragraph 27, Defendant denies the allegations in said paragraph.

16          28.     Answering Paragraph 28, Defendant denies the allegations in said paragraph.

17          29.     Answering Paragraph 29, Defendant denies the allegations in said paragraph.

18          30.     Answering Paragraph 30, Defendant asserts that the allegations state the relief  
19 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
20 denied. Answering further, Defendant denies the allegations contained therein.

21          31.     Answering Paragraph 31, Defendant asserts that the allegations state the relief  
22 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
23 denied. Answering further, Defendant denies the allegations contained therein.

24          32.     Answering Paragraph 32, Defendant denies the allegations contained therein.

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**SECOND CAUSE OF ACTION**  
**(Breach of the Covenant of Good Faith and Fair Dealing)**

33. Answering Paragraph 33, Defendant repeats and realleges all responses to Plaintiffs allegations contained in all previous paragraphs of this Complaint, as though set forth fully herein.

34. Answering Paragraph 34, Defendant asserts that the allegations are Plaintiff's statement of the law which Plaintiff contends is applicable, for which no responsive pleading is required, and, on that basis, are denied.

35. Answering Paragraph 35, Defendant denies the allegations in said paragraph.

36. Answering Paragraph 36, Defendant denies the allegations in said paragraph.

37. Answering Paragraph 37, Defendant denies the allegations in said paragraph.

38. Answering Paragraph 38, Defendant asserts that the allegations state the relief which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are denied. Answering further, Defendant denies the allegations contained therein.

39. Answering Paragraph 39, Defendant asserts that the allegations state the relief which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are denied. Answering further, Defendant denies the allegations contained therein.

40. Answering Paragraph 40, Defendant denies the allegations in said paragraph.

**THIRD CAUSE OF ACTION**  
**(Specific Performance)**

41. Answering Paragraph 41, Defendant repeats and realleges all responses to Plaintiffs allegations contained in all previous paragraphs of this Complaint, as though set forth fully herein.

42. Answering Paragraph 42, Defendant denies the allegations in said paragraph.

43. Answering Paragraph 43, Defendant asserts that the allegations are Plaintiff's statement of the law which Plaintiff contends is applicable, for which no responsive pleading is required, and, on that basis, are denied. Answering further, Defendant denies the allegations contained therein.



1 44. Answering Paragraph 44, Defendant is without knowledge or information  
2 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
3 deny the same.

4 45. Answering Paragraph 45, Defendant asserts that the allegations state the relief  
5 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
6 denied. Answering further, Defendant denies the allegations contained therein.

7 46. Answering Paragraph 46, Defendant asserts that the allegations state the relief  
8 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
9 denied. Answering further, Defendant denies the allegations contained therein.

10 47. Answering Paragraph 47, Defendant asserts that the allegations state the relief  
11 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
12 denied. Answering further, Defendant denies the allegations contained therein.

13 48. Answering Paragraph 48, Defendant denies the allegations in said paragraph.

14 **AFFIRMATIVE DEFENSES**

15 As separate affirmative defenses to the Complaint and each purported claim for relief  
16 asserted therein, Defendant alleges as follows:

17 **FIRST AFFIRMATIVE DEFENSE**

18 Plaintiff has failed to state a claim against Defendant upon which relief can be granted.

19 **SECOND AFFIRMATIVE DEFENSE**

20 Plaintiff's claims and damages are barred based upon the doctrine of estoppel.

21 **THIRD AFFIRMATIVE DEFENSE**

22 Plaintiff has failed to name an indispensable party.

23 **FOURTH AFFIRMATIVE DEFENSE**

24 Plaintiff has failed to mitigate its damages, if any, to the extent damages existed or were  
25 incurred, the existence of which is expressly denied.

26 **FIFTH AFFIRMATIVE DEFENSE**

27 The damages which Plaintiff claims to be owed are the result of conduct of a third party over  
28 which Defendant has no control.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff is not entitled to relief on the grounds that Defendant's ability to perform is the subject of a court order, which excuses Defendant from any liability or damages claimed by Plaintiff.

**SEVENTH AFFIRMATIVE DEFENSE**

Defendant reserves the right to amend this Answer to add additional affirmative defenses in the event subsequent information or investigation warrants such amendment.

**THIRD-PARTY COMPLAINT**

Third-party Plaintiff, Tran Enterprises, LLC, a Nevada limited liability company ("Third-Party Plaintiff" or "Tran Enterprises"), by and through Marquis Aurbach Coffing and co-counsel Holland & Hart, its attorneys of record, hereby complains, alleges and states against Third-Party Defendant, Charles Lam, individually, and Charles Lam, as Trustee of the NT Revocable Trust dated the 15th day of October 2009 (collectively, "Third Party Defendants"), as follows:

1. This Third-Party Complaint is brought pursuant to NRCP 13(h), NRCP 14 and NRCP 20.

2. Tran Enterprises is a Nevada limited liability company duly organized in the State of Nevada.

3. Tran Enterprises is the owner of certain parcels of real property located in Clark County, Nevada.

4. Third-Party Defendant, Charles Lam ("Lam") is a resident of Clark County, Nevada.

5. Tran Enterprises is informed and believes, and thereupon alleges that Mr. Lam is/was the son of Ms. Nhu Thi Tran (hereinafter, "Ms. Tran"), now deceased.

6. Third-Party Defendant, Charles Lam, Trustee of the NT Revocable Living Trust dated the 15th day of October, 2009 ("Revocable Trust"), is the successor trustee of a trust established on or about October 15, 2009, by Ms. Tran, as Trustor or Grantor.

7. On or about October 15, 2009, Ms. Tran settled the Revocable Trust, a revocable living trust.

1 8. Ms. Tran was the trustee of the Revocable Trust until her passing on January 25,  
2 2017.

3 9. On or about October 15, 2009, Ms. Tran settled the NT Legacy Trust, dated  
4 October 15, 2009 ("Legacy Trust"), a Nevada irrevocable asset protection trust.

5 10. Pursuant to the terms of the Legacy Trust, P. Sterling Kerr and Mary Kaufman  
6 were named as co-trustees of the Legacy Trust.

7 11. In 2016, Ms. Kaufman resigned as trustee of the Legacy Trust.

8 12. Mr. Kerr remains a trustee of the Legacy Trust.

9 13. Except for the satisfaction of a \$2,000,000 general bequest, Mr. Lam is not  
10 entitled to receive from the Legacy Trust, any distribution of money or property.

11 14. At the time that the Legacy Trust was created, Mr. Lam, individually and as  
12 trustee of the Revocable Trust, knew or should have known that he was a beneficiary of the  
13 Legacy Trust, in the bequest amount of \$2,000,000.00.

14 15. The Revocable Trust is not a beneficiary of the Legacy Trust.

15 16. The Revocable Trust documents contemplate that after payment of certain  
16 funeral expenses and/or other expenses, assets of the Revocable Trust will be distributed to the  
17 Legacy Trust.

18 17. Mr. Lam is not a beneficiary of the Revocable Trust.

19 18. The Revocable Trust does not provide for Mr. Lam to receive any distribution  
20 of money or property from the assets of the Revocable Trust.

21 19. The Revocable Trust has no member or ownership interest in Tran Enterprises.

22 20. At the time that the Revocable Trust was created, Mr. Lam, individually and as  
23 trustee of the Revocable Trust, knew or should have known that after Ms. Tran passed away,  
24 proceeds from the sale of assets of Tran Enterprises would be distributed to the Legacy Trust.

25 21. At all times relevant hereto, Mr. Lam, individually and as trustee of the  
26 Revocable Trust, knew or should have known that the Legacy Trust would hold no assets until  
27 after Ms. Tran had passed away.

28 22. On or about January 25, 2017 Ms. Tran passed away.

- 1           23.     Upon Ms. Tran's passing, Mr. Lam became the trustee of the Revocable Trust.
- 2           24.     Mr. Lam remains the trustee of the Revocable Trust.
- 3           25.     Prior to March 23, 2017, Mr. Lam was the manager of Tran Enterprises.
- 4           26.     Tran Enterprises is wholly owned by the Legacy Trust.
- 5           27.     March 23, 2017, Mr. Kerr, trustee of the Legacy Trust, replaced Mr. Lam as the
- 6 manager of Tran Enterprise.
- 7           28.     Tran Enterprises is informed and believes, and thereupon alleges that Mr. Lam
- 8 objected to Mr. Kerr replacing him as manager of Tran Enterprises.
- 9           29.     Pursuant to a Land Purchase and Profit Participation Agreement ("Big Teton
- 10 Agreement") dated as of August 1, 2011, Tran Enterprises agreed to sell to Big Teton, LLC
- 11 ("Big Teton") certain real property identified in the Land Purchase and Profit Participation
- 12 Agreement as APN 176-10-401-001 (the "Big Teton Property").
- 13           30.     The Big Teton Agreement provided that upon sale of the Big Teton Property to
- 14 a third party, net profits would be divided between Big Teton and Tran Enterprises.
- 15           31.     On or about August 19, 2011, Big Teton purchased the Big Teton Property.
- 16           32.     On or about January 14, 2015, Big Teton sold the Big Teton Property.
- 17           33.     After closing on the sale of the Big Teton Property to a third-party, Big Teton
- 18 notified Mr. Lam, at that time the manager of record for Tran Enterprises, that net profits in
- 19 excess of \$497,973.00 ("Net Profits Distribution") to which Tran Enterprises was entitled under
- 20 the Big Teton Agreement, were available for distribution to Tran Enterprises.
- 21           34.     While serving as manager of Tran Enterprises, Mr. Lam took no action to have
- 22 the Net Profits Distribution transferred to an account maintained by Tran Enterprises.
- 23           35.     Tran Enterprises is informed and believes and thereupon alleges that subsequent
- 24 to receiving notice that Mr. Kerr was the manager of Tran Enterprises, Mr. Lam instructed Big
- 25 Teton to issue to him personally, multiple Cashier's Checks in amounts aggregating the Net
- 26 Profits Distribution.
- 27
- 28

1           36. In directing Big Teton to distribute the Net Profits Distribution to him  
2 personally, Mr. Lam did not notify Big Teton that he had no legal or equitable basis to instruct  
3 Big Teton to disburse to him the Net Profits Distribution.

4           37. In directing Big Teton to distribute the Net Profits Distribution to him  
5 personally, Mr. Lam did not notify Big Teton that he was not the manager of Tran Enterprises,  
6 but that Mr. Kerr was the manager of Tran Enterprises.

7           38. At all times relevant hereto, Mr. Lam, individually and as trustee of the  
8 Revocable Trust, knew or should have known that the Net Profits Distribution was to be paid to  
9 Tran Enterprises and not to him personally.

10           39. At all times relevant hereto, Mr. Lam, individually and as trustee of the  
11 Revocable Trust, knew or should have known that the Net Profits Distribution were assets of  
12 Tran Enterprise and intended to be distributed to the Legacy Trust to satisfy bequests to  
13 beneficiaries of the Legacy Trust.

14           40. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
15 have known that in 2012, in two (2) filings before the U.S. Bankruptcy Court, District of  
16 Nevada ("Bankruptcy Court Filings"), it was represented that Ms. Tran had experienced severe  
17 and chronic health problems over several years prior to the 2012 Bankruptcy Court Filings,  
18 which health problems affected her physical health as well as her cognitive abilities, including  
19 the ability to remember events and transactions.

20           41. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
21 have known that the Bankruptcy Court Filings represented that Ms. Tran's severe and chronic  
22 health problems had been exacerbated prior to the 2012 Bankruptcy Filings, which health  
23 problems affected her physical health as well as her cognitive abilities, including the ability to  
24 remember events and transactions.

25           42. When the Big Teton Property was sold in January 2015, Mr. Lam's mother, Ms.  
26 Tran, was elderly and in failing health.

27           43. Tran Enterprises is informed and believes, and thereupon alleges that Mr. Lam  
28 intentionally permitted the Net Profits Distribution to remain in the control of Big Teton, until

1 such time as Ms. Tran was deceased, in order to obtain personal control of the Net Profits  
2 Distribution.

3 44. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
4 have known that Ms. Tran had formed the Legacy Trust, and that upon her passing, the assets of  
5 Tran Enterprises would be liquidated and distributed to the Legacy Trust.

6 45. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
7 have known that pursuant to the terms of the Legacy Trust, he would receive a general bequest  
8 of \$2,000,000.00, an amount that is materially less than the value of the assets held by Tran  
9 Enterprises.

10 46. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
11 have known that Mr. Kerr, as Trustee of the Legacy Trust and manager of Tran Enterprises,  
12 would initiate action to liquidate assets of Tran Enterprises in order to fund the Legacy Trust, in  
13 a timely and expedient matter.

14 47. Mr. Lam, as successor trustee of the Revocable Trust, has taken no action to  
15 liquidate assets of the Revocable Trust, as contemplated by the Revocable Trust documents.

16 48. Mr. Lam, as successor trustee of the Revocable Trust, has taken no action to  
17 distribute assets of the Revocable Trust to the Legacy Trust, if any, as contemplated by the  
18 Revocable Trust documents.

19 49. Tran Enterprises is informed and believes and thereupon alleges that Mr. Lam  
20 was not satisfied with the \$2,000,000 bequest he was to receive under the Legacy Trust.

21 50. Upon the payment from the Legacy Trust of the \$2,000,000.00, Mr. Lam,  
22 individually and as trustee of the Revocable Trust, knew or should have known that he would  
23 no longer have individual standing to contest actions taken by Tran Enterprises or Legacy Trust  
24 with respect to the liquidation of assets owned by Tran Enterprises or the Legacy Trust.

25 51. Tran Enterprises is informed and believes and thereupon alleges that Mr. Lam,  
26 individually and as trustee of the Revocable Trust, embarked upon a scheme to delay or prevent  
27 the assets of Tran Enterprises from being liquidated and distributed to the Legacy Trust.

28

1           52.     Tran Enterprises is informed and believes and thereupon alleges that Mr. Lam,  
2 individually and as trustee of the Revocable Trust, embarked upon a scheme to usurp control  
3 over Tran Enterprises, the Revocable Trust and the Legacy Trust in order to obtain additional  
4 money and property in excess of the \$2,000,000.00 he was otherwise entitled to receive.

5           53.     Tran Enterprises is informed and believes and thereupon alleges that, in  
6 furtherance of his scheme, Mr. Lam, individually and as trustee of the Revocable Trust,  
7 determined to take action to cause the removal of Mr. Kerr as manager of Tran Enterprises and  
8 as Trustee of the Legacy Trust.

9           54.     Tran Enterprises is informed and believes and thereupon alleges that, in  
10 furtherance of his scheme, Mr. Lam, individually and as trustee of the Revocable Trust,  
11 intentionally directed Big Teton to pay him the Net Profit Distribution, in order to circumvent  
12 the effort of Mr. Kerr to obtain funds to satisfy the terms of the Legacy Trust.

13           55.     As a direct and proximate result of Mr. Tran's action to divert the Net Profit  
14 Distribution, it is and was necessary for Tran Enterprises to enter into agreements for the sale of  
15 Tran Enterprises property in order to fund the Legacy Trust in an expedient and timely manner.

16           56.     On or about September 1, 2017, Third Party Defendants caused to be filed in the  
17 Clark County District Court, a Complaint entitled "Charles, individually and derivatively on  
18 behalf of Tran Enterprises, LLC, a Nevada limited liability company, and as Trustee of the NT  
19 Revocable Living Trust, dated the 15th day of October, 2009, Plaintiffs v. P. Sterling Kerr,  
20 individually and as manager of the Legacy Trust, dated the 15th day of October, 2009; Mary V.  
21 Kaufman, as Trustee of the NT Legacy Trust, dated the 15th day of October, 2009; and DOES I  
22 V individuals and ROE VI through X Corporations and Partnerships." (The "Lam/Kerr  
23 Action").

24           57.     On January 1, 2017, Third Party Defendants filed an Amended Complaint  
25 ("Lam/Kerr Amended Complaint") in the Lam/Kerr Action.

26           58.     In the Amended Complaint, Mr. Lam alleges that he is a 10% member of Tran  
27 Enterprises.

28           59.     Tran Enterprises is not a party to the Lam/Kerr Action.

1           60.     Mr. Lam is not, and never has been, a member or owner of Tran Enterprises.

2           61.     Prior to initiating the Lam/Kerr Action, Mr. Lam had never claimed to be a  
3 member or owner of Tran Enterprises.

4           62.     Prior to initiating the Lam/Kerr Action, Mr. Kerr advised Mr. Lam that Tran  
5 Enterprises was selling property owned by Tran Enterprises.

6           63.     Prior to the commencement of the Lam/Kerr Action, Tran Enterprises sold  
7 certain real property owned by Tran Enterprises.

8           64.     Mr. Lam, as successor trustee of the Revocable Trust, has taken no action to  
9 liquidate assets of the Revocable Trust, as ordered by the Court in the Lam/KerrAction on  
10 November 17, 2017.

11          65.     As a result of the Lam/Kerr Action, Mr. Kerr has been prevented from taking  
12 any action that would result in the sale by Tran Enterprises of property that it owns, without  
13 approval from the Judge presiding in the Lam/Kerr Action.

14          66.     As a direct and proximate the Lam/Kerr Action, Tran Enterprises is prevented  
15 from taking any action that would result in the sale of property owned by Tran Enterprises,  
16 without approval from the Judge presiding in the Lam/Kerr Action.

17          67.     Edward Homes has filed a Complaint in the Clark County District Court  
18 alleging that Tran Enterprises has breached three (3) purchase and sale agreements for the sale  
19 to Edward Homes of certain real property owned by Tran Enterprises.

20          68.     Edward Homes alleges, in relevant part, that Tran Enterprises will not close  
21 escrow and complete the sale to Edward Homes of certain real property owned by Tran  
22 Enterprises.

23          69.     Tran Enterprises has been compelled to retain the services of an attorney and  
24 has incurred attorney's fees and costs as a result of the foregoing conduct.

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**FIRST CLAIM FOR RELIEF**

**(Intentional Interference with Contractual Relations)**

70. Tran Enterprises repeats, realleges and incorporated all of the allegations contained in the preceding paragraphs as though fully set forth herein.

71. Mr. Lam, individually and as trustee of the Revocable Trust, knew that Tran Enterprises had entered into, or intended to enter into agreements for the sale of property owned by Tran Enterprises.

72. Mr. Lam, individually and as trustee of the Revocable Trust, intentionally and wrongfully engaged in conduct and communications with the express intent to disrupt the contractual relationship between Tran Enterprises and Edward Homes.

73. Mr. Lam, individually and as trustee of the Revocable Trust, have intentionally and wrongfully engaged in conduct and communications with the express intent to cause a default under the terms of the Commercial Purchase and Sale Agreement and Joint Escrow Instructions, to the damage and detriment of Tran Enterprises.

74. Third Party Defendants' conduct and communications were done with the intent to interfere with, and to cause damage and harm to Tran Enterprises' credibility and ability to conduct business.

75. Third Party Defendants' conduct and communications were done with the intent to interfere with, and to cause damage and harm in order to carry out his scheme to wrongfully usurp control over Tran Enterprises.

76. Third Party Defendants' conduct and communications were done with the intent to interfere with, and to cause damage and harm in order to carry out his scheme to obtain additional profit and benefit over and above the \$2,000,000 specific bequest provided under the Legacy Trust documents.

77. As a direct and proximate result of Mr. Lam's actions, , individually and as trustee of the Revocable Trust, Tran Enterprises has incurred damages in excess of \$15,000, and Tran Enterprises is entitled to punitive and exemplary damages, in an amount to be proven at trial.

1 78. Tran Enterprises is entitled to reasonable attorney's fees and costs incurred  
2 herein according to proof at the time of trial.

3  
4 **SECOND CLAIM FOR RELIEF**

5 **(Equitable or Implied Indemnity)**

6 79. Tran Enterprises repeats, realleges and incorporated all of the allegations  
7 contained in the preceding paragraphs as though fully set forth herein.

8 80. Edward Homes has filed a Complaint and commenced an action alleging breach  
9 of contract and seeking an award against Tran Enterprises of monetary damages in excess of  
10 \$10,000.

11 81. The alleged damages claimed to be owed by Tran Enterprises, if any, are the  
12 direct and proximate result of the intentional and wrongful actions of Mr. Lam, individually and  
13 as trustee of the Revocable Trust.

14 82. But for the intentional and wrongful actions of Mr. Lam, individually and as  
15 trustee of the Revocable Trust, Tran Enterprises would not be subject to a claim for damages by  
16 Edward Homes.

17 83. Tran Enterprises has been compelled to retain legal counsel and to incur  
18 additional expenses to defend the allegations of Edward Homes.

19 84. Tran Enterprises is entitled to equitable indemnification for all monies it has  
20 expended to defend against the Edward Homes allegations.

21 85. Tran Enterprises is entitled to equitable indemnification for any and all  
22 damages which Tran Enterprises may become obligated if Edward Homes prevails.

23 86. Tran Enterprises has incurred, or may incur, damages in excess of \$15,000, for  
24 which damages it is entitled to indemnification from Mr. Lam, individually and as trustee of the  
25 Revocable Trust.

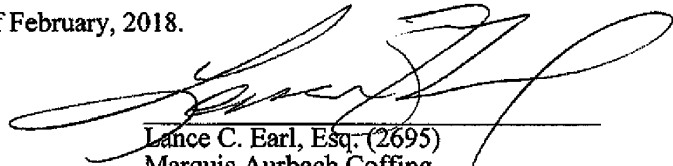
26  
27 WHEREFORE, Tran Enterprises prays for relief against Third-party Defendants,  
28 Charles Lam, individually, and as Trustee of the NT Revocable Living Trust:

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1. For an award of damages in excess of \$15,000;
2. For an award of punitive and exemplary damages in an amount to be proven at trial;
3. For his attorneys fees and costs of Court; and
4. For such other and further relief as the Court may deem appropriate.

DATED this 15th day of February, 2018.



Lance C. Earl, Esq. (2695)  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
*Attorneys for Tran Enterprises, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 15th day of February, 2018, a true and correct copy of the foregoing **DEFENDANT TRAN ENTERPRISES, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT; THIRD PARTY COMPLAINT** was served by the following method(s):

☒ **Electronic:** by submitting electronically for filing and/or service with the Eighth Judicial District Court's Odyssey eFileNV Electronic Filing system and serving all parties with an email address on record, as indicated below, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. That date and time of the electronic proof of service in place of the date and place of deposit in the U.S. Mail.

☒ **U.S. Mail:** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Robert J. Walsh, Esq.  
Matthew P. Pawlowski, Esq.  
WALSH & FRIEDMAN, LTD.  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
Tel: (702) 474-4660  
Fax: (702) 474-4664

*Attorneys for Edward Homes, Inc.*

☒ **Email:** by electronically delivering a copy via email to the following e-mail address:  
*mpp@walshandfriedman.com*

☐ **Facsimile:** by faxing a copy to the following numbers referenced below:

*Michelle MonRaish*  
An Employee of Marquis Aurbach Coffing

10569134\_1

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Facsimile: 702-669-4650  
LKEvensen@hollandhart.com

*Attorneys for Tran Enterprises, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

EDWARD HOMES, INC., a Nevada  
Corporation,

Plaintiffs,

v.

TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company, DOE INDIVIDUALS I  
through X, inclusive and ROE ENTITIES I  
through x, inclusive,

Defendants.

TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company,

Third Party Plaintiff,

v.

CHARLES LAM, individually, and as Trustee of  
the NT Revocable Trust dated the 15th day of  
October 2009,

Third Party Defendants.

Case No. : A-17-766466-C  
Dept. No. : XXXI

**SUMMONS - CIVIL**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**CHARLES LAM, AS TRUSTEE OF THE NT REVOCABLE TRUST DATED THE 15TH DAY OF OCTOBER 2009**

**TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:

(a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

(b) Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after

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MARQUIS AURBACH COFFING

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Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 service of this Summons within which to file an Answer or other responsive  
2 pleading to the Complaint.


3 STEVEN D. GRIERSON  
4 CLERK OF COURT

5 By: Josefina San Juan 2/22/2018

6 Deputy Clerk Date  
7 Regional Justice Center  
8 200 Lewis Avenue  
9 Las Vegas, NV 89155

10 Issued at the direction of:

11 MARQUIS AURBACH COFFING

12 

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10 *Attorneys for Tran Enterprises, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 EDWARD HOMES, INC., a Nevada  
14 Corporation,

15 Plaintiffs,

16 v.

17 TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company, DOE INDIVIDUALS I  
18 through X, inclusive and ROE ENTITIES I  
through x, inclusive,

19 Defendants.

20 \_\_\_\_\_ /  
21 TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company,

22 Third Party Plaintiff,

23 v.

24 CHARLES LAM, individually, and as Trustee of  
25 the NT Revocable Living Trust dated the 15th  
26 day of October 2009,

27 Third Party Defendants.  
28 \_\_\_\_\_

Case No. : A-17-766466-C  
Dept. No. : XXXI



**ERRATA TO DEFENDANT TRAN ENTERPRISES, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT; THIRD PARTY COMPLAINT**

Defendant and Third Party Plaintiff Tran Enterprises, LLC, a Nevada limited liability company, by and through its attorneys, the law firm of Marquis Aurbach Coffing, hereby files this Errata to Defendant Tran Enterprises, LLC's Answer to Plaintiff's Complaint; Third Party Complaint (the "Answer and Third Party Complaint") filed February 15, 2018. The purpose of the Errata is to amend the caption to include as a Third-Party Defendant, Charles Lam as Trustee of the NT Revocable Living Trust dated the 15th day of October 2009, which was incorrectly referenced. Additionally, the Errata hereby revises and replaces any reference of "Charles Lam, as Trustee of the NT Revocable Trust dated the 15th day of October 2009" with "Charles Lam, as Trustee of the Revocable Living Trust dated the 15th day of October 2009". The previously filed Answer and Third Party Complaint is attached hereto in its entirety.

Dated this 22nd day of February, 2018.

**Marquis Aurbach Coffing**

/s/ Lance C. Earl, Esq.

Lance C. Earl, Esq. (2695)  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
*Attorney for Tran Enterprises, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 22nd day of February, 2018, a true and correct copy of the foregoing **DEFENDANT TRAN ENTERPRISES, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT; THIRD PARTY COMPLAINT** was served by the following method(s):

☒ **Electronic:** by submitting electronically for filing and/or service with the Eighth Judicial District Court's Odyssey eFileNV Electronic Filing system and serving all parties with an email address on record, as indicated below, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. That date and time of the electronic proof of service in place of the date and place of deposit in the U.S. Mail.


☒ **U.S. Mail:** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Robert J. Walsh, Esq.  
Matthew P. Pawlowski, Esq.  
WALSH & FRIEDMAN, LTD.  
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*Attorneys for Edward Homes, Inc.*

☒ **Email:** by electronically delivering a copy via email to the following e-mail address:  
*mpp@walshandfriedman.com*

☐ **Facsimile:** by faxing a copy to the following numbers referenced below:

  
An Employee of Marquis Aurbach Coffing

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11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 **EDWARD HOMES, INC., a Nevada**  
14 **Corporation,**

15 **Plaintiffs,**

16 **v.**

17 **TRAN ENTERPRISES, LLC, a Nevada**  
18 **Limited Liability Company, DOE**  
19 **INDIVIDUALS I through X, inclusive and**  
20 **ROE ENTITIES I through x, inclusive,**

21 **Defendants.**

22 **TRAN ENTERPRISES, LLC, a Nevada**  
23 **Limited Liability Company,**

24 **Third Party Plaintiff,**

25 **v.**

26 **CHARLES LAM, individually,**

27 **Third Party Defendant.**

Case No. : A-17-766466-C  
Dept. No. : XXXI

**DEFENDANT TRAN ENTERPRISES,  
LLC'S ANSWER TO PLAINTIFF'S  
COMPLAINT; THIRD PARTY  
COMPLAINT**

28 Defendant/Third Party Plaintiff Tran Enterprises, LLC, by and through its attorneys  
Page 1 of 17

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1 Marquis Aurbach & Coffing and co-counsel Holland & Hart LLP, and hereby answer the  
2 Complaint of Plaintiff, Edward Homes, Inc., a Nevada corporation as follows:

3  
4 **GENERAL ALLEGATIONS**

5 1. Answering Paragraph 1, Defendant admits that Plaintiff is a Nevada corporation.  
6 Answering further, Defendant is without knowledge or information sufficient to form a belief as  
7 to the truth of the remaining allegations, and on that basis, denies the same.

8 2. Answering Paragraph 2, Defendant admits the allegations of said paragraph.

9 3. Answering Paragraph 3, Defendant is without knowledge or information  
10 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
11 deny the same.

12 4. Answering Paragraph 4, Defendant admits that the Complaint identifies certain  
13 parcels of real property as being located in Clark County, Nevada. Answering further,  
14 Defendant is without knowledge or information sufficient to form a belief as to the truth of the  
15 remaining allegations, and on that basis, denies the same.

16 5. Answering Paragraph 5, Defendant is without knowledge or information  
17 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
18 deny the same.

19 6. Answering Paragraph 6, Defendant is without knowledge or information  
20 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
21 deny the same.

22 7. Answering Paragraph 7, Defendant admits that it is the owner of real property in  
23 Clark County, Nevada. Answering further, Defendant is without knowledge or information  
24 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
25 deny the same.

26 8. Answering Paragraph 8, Defendant asserts that the allegations state conclusions  
27 of law for which no responsive pleading and, on that basis, are denied.  
28

1           9.       Answering Paragraph 9, Defendant asserts that the allegations state conclusions  
2 of law for which no responsive pleading and, on that basis, are denied. Answering further,  
3 allegations purporting to particularly describe parcels identified in the Complaint as "at issue"  
4 are denied.

5           10.      Answering Paragraph 10, Defendant asserts that the allegations state conclusions  
6 of law for which no responsive pleading and, on that basis, are denied. Answering further,  
7 allegations purporting to particularly describe parcels identified in the Complaint as "at issue"  
8 are denied.

9           11.      Answering Paragraph 11, Defendant asserts that the allegations state conclusions  
10 of law for which no responsive pleading and, on that basis, are denied. Answering further,  
11 allegations purporting to particularly describe parcels identified in the Complaint as "at issue"  
12 are denied.

13           12.      Answering Paragraph 12, Defendant denies the allegations in said paragraph.

14           13.      Answering Paragraph 13, Defendant denies the allegations in said paragraph.

15           14.      Answering Paragraph 14, Defendant denies the allegations in said paragraph.

16           15.      Answering Paragraph 15, Defendant is without knowledge or information  
17 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
18 deny the same.

19           16.      Answering Paragraph 16, Defendant denies the allegations in said paragraph.

20  
21                   **FIRST CAUSE OF ACTION**  
22                   **(Breach of Contract)**

23           17.      Answering Paragraph 17, Defendant repeats and realleges all responses to  
24 Plaintiffs allegations contained in all previous paragraphs of this Complaint, as though set forth  
25 fully herein.

26           18.      Answering Paragraph 18, Defendant admits that it is the owner of certain parcels  
27 of real property in Clark County. Answering further, Defendant is without knowledge or  
28 information sufficient to form a belief as to whether it is the owner of the "certain parcels"  
referenced in said paragraph, and on that basis, deny the same.

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
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1           19.     Answering Paragraph 19, Defendant asserts that the allegations state conclusions  
2 of law for which no responsive pleading and, on that basis, are denied. Answering Paragraph  
3 19, Defendant denies the allegations in said paragraph.

4           20.     Answering Paragraph 20, Defendant denies the allegations in said paragraph.

5           21.     Answering Paragraph 21, Defendant denies the allegations in said paragraph.

6           22.     Answering Paragraph 22, Defendant is without knowledge or information  
7 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
8 deny the same.

9           23.     Answering Paragraph 23, Defendant denies the allegations in said paragraph.

10          24.     Answering Paragraph 24, Defendant denies the allegations in said paragraph.

11          25.     Answering Paragraph 25, Defendant denies the allegations in said paragraph.

12          26.     Answering Paragraph 26, Defendant is without knowledge or information  
13 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
14 deny the same.

15          27.     Answering Paragraph 27, Defendant denies the allegations in said paragraph.

16          28.     Answering Paragraph 28, Defendant denies the allegations in said paragraph.

17          29.     Answering Paragraph 29, Defendant denies the allegations in said paragraph.

18          30.     Answering Paragraph 30, Defendant asserts that the allegations state the relief  
19 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
20 denied. Answering further, Defendant denies the allegations contained therein.

21          31.     Answering Paragraph 31, Defendant asserts that the allegations state the relief  
22 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
23 denied. Answering further, Defendant denies the allegations contained therein.

24          32.     Answering Paragraph 32, Defendant denies the allegations contained therein.

**SECOND CAUSE OF ACTION**  
**(Breach of the Covenant of Good Faith and Fair Dealing)**

33. Answering Paragraph 33, Defendant repeats and realleges all responses to Plaintiffs allegations contained in all previous paragraphs of this Complaint, as though set forth fully herein.

34. Answering Paragraph 34, Defendant asserts that the allegations are Plaintiff's statement of the law which Plaintiff contends is applicable, for which no responsive pleading is required, and, on that basis, are denied.

35. Answering Paragraph 35, Defendant denies the allegations in said paragraph.

36. Answering Paragraph 36, Defendant denies the allegations in said paragraph.

37. Answering Paragraph 37, Defendant denies the allegations in said paragraph.

38. Answering Paragraph 38, Defendant asserts that the allegations state the relief which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are denied. Answering further, Defendant denies the allegations contained therein.

39. Answering Paragraph 39, Defendant asserts that the allegations state the relief which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are denied. Answering further, Defendant denies the allegations contained therein.

40. Answering Paragraph 40, Defendant denies the allegations in said paragraph.

**THIRD CAUSE OF ACTION**  
**(Specific Performance)**

41. Answering Paragraph 41, Defendant repeats and realleges all responses to Plaintiffs allegations contained in all previous paragraphs of this Complaint, as though set forth fully herein.

42. Answering Paragraph 42, Defendant denies the allegations in said paragraph.

43. Answering Paragraph 43, Defendant asserts that the allegations are Plaintiff's statement of the law which Plaintiff contends is applicable, for which no responsive pleading is required, and, on that basis, are denied. Answering further, Defendant denies the allegations contained therein.

1 44. Answering Paragraph 44, Defendant is without knowledge or information  
2 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
3 deny the same.

4 45. Answering Paragraph 45, Defendant asserts that the allegations state the relief  
5 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
6 denied. Answering further, Defendant denies the allegations contained therein.

7 46. Answering Paragraph 46, Defendant asserts that the allegations state the relief  
8 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
9 denied. Answering further, Defendant denies the allegations contained therein.

10 47. Answering Paragraph 47, Defendant asserts that the allegations state the relief  
11 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
12 denied. Answering further, Defendant denies the allegations contained therein.

13 48. Answering Paragraph 48, Defendant denies the allegations in said paragraph.

14 **AFFIRMATIVE DEFENSES**

15 As separate affirmative defenses to the Complaint and each purported claim for relief  
16 asserted therein, Defendant alleges as follows:

17 **FIRST AFFIRMATIVE DEFENSE**

18 Plaintiff has failed to state a claim against Defendant upon which relief can be granted.

19 **SECOND AFFIRMATIVE DEFENSE**

20 Plaintiff's claims and damages are barred based upon the doctrine of estoppel.

21 **THIRD AFFIRMATIVE DEFENSE**

22 Plaintiff has failed to name an indispensable party.

23 **FOURTH AFFIRMATIVE DEFENSE**

24 Plaintiff has failed to mitigate its damages, if any, to the extent damages existed or were  
25 incurred, the existence of which is expressly denied.

26 **FIFTH AFFIRMATIVE DEFENSE**

27 The damages which Plaintiff claims to be owed are the result of conduct of a third party over  
28 which Defendant has no control.



**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff is not entitled to relief on the grounds that Defendant's ability to perform is the subject of a court order, which excuses Defendant from any liability or damages claimed by Plaintiff.

**SEVENTH AFFIRMATIVE DEFENSE**

Defendant reserves the right to amend this Answer to add additional affirmative defenses in the event subsequent information or investigation warrants such amendment.

**THIRD-PARTY COMPLAINT**

Third-party Plaintiff, Tran Enterprises, LLC, a Nevada limited liability company ("Third-Party Plaintiff" or "Tran Enterprises"), by and through Marquis Aurbach Coffing and co-counsel Holland & Hart, its attorneys of record, hereby complains, alleges and states against Third-Party Defendant, Charles Lam, individually, and Charles Lam, as Trustee of the NT Revocable Trust dated the 15th day of October 2009 (collectively, "Third Party Defendants"), as follows:

1. This Third-Party Complaint is brought pursuant to NRCP 13(h), NRCP 14 and NRCP 20.

2. Tran Enterprises is a Nevada limited liability company duly organized in the State of Nevada.

3. Tran Enterprises is the owner of certain parcels of real property located in Clark County, Nevada.

4. Third-Party Defendant, Charles Lam ("Lam") is a resident of Clark County, Nevada.

5. Tran Enterprises is informed and believes, and thereupon alleges that Mr. Lam is/was the son of Ms. Nhu Thi Tran (hereinafter, "Ms. Tran"), now deceased.

6. Third-Party Defendant, Charles Lam, Trustee of the NT Revocable Living Trust dated the 15th day of October, 2009 ("Revocable Trust"), is the successor trustee of a trust established on or about October 15, 2009, by Ms. Tran, as Trustor or Grantor.

7. On or about October 15, 2009, Ms. Tran settled the Revocable Trust, a revocable living trust.

1           8.       Ms. Tran was the trustee of the Revocable Trust until her passing on January 25,  
2 2017.

3           9.       On or about October 15, 2009, Ms. Tran settled the NT Legacy Trust, dated  
4 October 15, 2009 ("Legacy Trust"), a Nevada irrevocable asset protection trust.

5           10.       Pursuant to the terms of the Legacy Trust, P. Sterling Kerr and Mary Kaufman  
6 were named as co-trustees of the Legacy Trust.

7           11.       In 2016, Ms. Kaufman resigned as trustee of the Legacy Trust.

8           12.       Mr. Kerr remains a trustee of the Legacy Trust.

9           13.       Except for the satisfaction of a \$2,000,000 general bequest, Mr. Lam is not  
10 entitled to receive from the Legacy Trust, any distribution of money or property.

11           14.       At the time that the Legacy Trust was created, Mr. Lam, individually and as  
12 trustee of the Revocable Trust, knew or should have known that he was a beneficiary of the  
13 Legacy Trust, in the bequest amount of \$2,000,000.00.

14           15.       The Revocable Trust is not a beneficiary of the Legacy Trust.

15           16.       The Revocable Trust documents contemplate that after payment of certain  
16 funeral expenses and/or other expenses, assets of the Revocable Trust will be distributed to the  
17 Legacy Trust.

18           17.       Mr. Lam is not a beneficiary of the Revocable Trust.

19           18.       The Revocable Trust does not provide for Mr. Lam to receive any distribution  
20 of money or property from the assets of the Revocable Trust.

21           19.       The Revocable Trust has no member or ownership interest in Tran Enterprises.

22           20.       At the time that the Revocable Trust was created, Mr. Lam, individually and as  
23 trustee of the Revocable Trust, knew or should have known that after Ms. Tran passed away,  
24 proceeds from the sale of assets of Tran Enterprises would be distributed to the Legacy Trust.

25           21.       At all times relevant hereto, Mr. Lam, individually and as trustee of the  
26 Revocable Trust, knew or should have known that the Legacy Trust would hold no assets until  
27 after Ms. Tran had passed away.

28           22.       On or about January 25, 2017 Ms. Tran passed away.

- 1           23.     Upon Ms. Tran's passing, Mr. Lam became the trustee of the Revocable Trust.
- 2           24.     Mr. Lam remains the trustee of the Revocable Trust.
- 3           25.     Prior to March 23, 2017, Mr. Lam was the manager of Tran Enterprises.
- 4           26.     Tran Enterprises is wholly owned by the Legacy Trust.
- 5           27.     March 23, 2017, Mr. Kerr, trustee of the Legacy Trust, replaced Mr. Lam as the
- 6 manager of Tran Enterprise.
- 7           28.     Tran Enterprises is informed and believes, and thereupon alleges that Mr. Lam
- 8 objected to Mr. Kerr replacing him as manager of Tran Enterprises.
- 9           29.     Pursuant to a Land Purchase and Profit Participation Agreement ("Big Teton
- 10 Agreement") dated as of August 1, 2011, Tran Enterprises agreed to sell to Big Teton, LLC
- 11 ("Big Teton") certain real property identified in the Land Purchase and Profit Participation
- 12 Agreement as APN 176-10-401-001 (the "Big Teton Property").
- 13           30.     The Big Teton Agreement provided that upon sale of the Big Teton Property to
- 14 a third party, net profits would be divided between Big Teton and Tran Enterprises.
- 15           31.     On or about August 19, 2011, Big Teton purchased the Big Teton Property.
- 16           32.     On or about January 14, 2015, Big Teton sold the Big Teton Property.
- 17           33.     After closing on the sale of the Big Teton Property to a third-party, Big Teton
- 18 notified Mr. Lam, at that time the manager of record for Tran Enterprises, that net profits in
- 19 excess of \$497,973.00 ("Net Profits Distribution") to which Tran Enterprises was entitled under
- 20 the Big Teton Agreement, were available for distribution to Tran Enterprises.
- 21           34.     While serving as manager of Tran Enterprises, Mr. Lam took no action to have
- 22 the Net Profits Distribution transferred to an account maintained by Tran Enterprises.
- 23           35.     Tran Enterprises is informed and believes and thereupon alleges that subsequent
- 24 to receiving notice that Mr. Kerr was the manager of Tran Enterprises, Mr. Lam instructed Big
- 25 Teton to issue to him personally, multiple Cashier's Checks in amounts aggregating the Net
- 26 Profits Distribution.
- 27
- 28

1           36. In directing Big Teton to distribute the Net Profits Distribution to him  
2 personally, Mr. Lam did not notify Big Teton that he had no legal or equitable basis to instruct  
3 Big Teton to disburse to him the Net Profits Distribution.

4           37. In directing Big Teton to distribute the Net Profits Distribution to him  
5 personally, Mr. Lam did not notify Big Teton that he was not the manager of Tran Enterprises,  
6 but that Mr. Kerr was the manager of Tran Enterprises.

7           38. At all times relevant hereto, Mr. Lam, individually and as trustee of the  
8 Revocable Trust, knew or should have known that the Net Profits Distribution was to be paid to  
9 Tran Enterprises and not to him personally.

10          39. At all times relevant hereto, Mr. Lam, individually and as trustee of the  
11 Revocable Trust, knew or should have known that the Net Profits Distribution were assets of  
12 Tran Enterprise and intended to be distributed to the Legacy Trust to satisfy bequests to  
13 beneficiaries of the Legacy Trust.

14          40. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
15 have known that in 2012, in two (2) filings before the U.S. Bankruptcy Court, District of  
16 Nevada ("Bankruptcy Court Filings"), it was represented that Ms. Tran had experienced severe  
17 and chronic health problems over several years prior to the 2012 Bankruptcy Court Filings,  
18 which health problems affected her physical health as well as her cognitive abilities, including  
19 the ability to remember events and transactions.

20          41. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
21 have known that the Bankruptcy Court Filings represented that Ms. Tran's severe and chronic  
22 health problems had been exacerbated prior to the 2012 Bankruptcy Filings, which health  
23 problems affected her physical health as well as her cognitive abilities, including the ability to  
24 remember events and transactions.

25          42. When the Big Teton Property was sold in January 2015, Mr. Lam's mother, Ms.  
26 Tran, was elderly and in failing health.

27          43. Tran Enterprises is informed and believes, and thereupon alleges that Mr. Lam  
28 intentionally permitted the Net Profits Distribution to remain in the control of Big Teton, until

1 such time as Ms. Tran was deceased, in order to obtain personal control of the Net Profits  
2 Distribution.

3 44. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
4 have known that Ms. Tran had formed the Legacy Trust, and that upon her passing, the assets of  
5 Tran Enterprises would be liquidated and distributed to the Legacy Trust.

6 45. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
7 have known that pursuant to the terms of the Legacy Trust, he would receive a general bequest  
8 of \$2,000,000.00, an amount that is materially less than the value of the assets held by Tran  
9 Enterprises.

10 46. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
11 have known that Mr. Kerr, as Trustee of the Legacy Trust and manager of Tran Enterprises,  
12 would initiate action to liquidate assets of Tran Enterprises in order to fund the Legacy Trust, in  
13 a timely and expedient matter.

14 47. Mr. Lam, as successor trustee of the Revocable Trust, has taken no action to  
15 liquidate assets of the Revocable Trust, as contemplated by the Revocable Trust documents.

16 48. Mr. Lam, as successor trustee of the Revocable Trust, has taken no action to  
17 distribute assets of the Revocable Trust to the Legacy Trust, if any, as contemplated by the  
18 Revocable Trust documents.

19 49. Tran Enterprises is informed and believes and thereupon alleges that Mr. Lam  
20 was not satisfied with the \$2,000,000 bequest he was to receive under the Legacy Trust.

21 50. Upon the payment from the Legacy Trust of the \$2,000,000.00, Mr. Lam,  
22 individually and as trustee of the Revocable Trust, knew or should have known that he would  
23 no longer have individual standing to contest actions taken by Tran Enterprises or Legacy Trust  
24 with respect to the liquidation of assets owned by Tran Enterprises or the Legacy Trust.

25 51. Tran Enterprises is informed and believes and thereupon alleges that Mr. Lam,  
26 individually and as trustee of the Revocable Trust, embarked upon a scheme to delay or prevent  
27 the assets of Tran Enterprises from being liquidated and distributed to the Legacy Trust.  
28

1           52.     Tran Enterprises is informed and believes and thereupon alleges that Mr. Lam,  
2 individually and as trustee of the Revocable Trust, embarked upon a scheme to usurp control  
3 over Tran Enterprises, the Revocable Trust and the Legacy Trust in order to obtain additional  
4 money and property in excess of the \$2,000,000.00 he was otherwise entitled to receive.

5           53.     Tran Enterprises is informed and believes and thereupon alleges that, in  
6 furtherance of his scheme, Mr. Lam, individually and as trustee of the Revocable Trust,  
7 determined to take action to cause the removal of Mr. Kerr as manager of Tran Enterprises and  
8 as Trustee of the Legacy Trust.

9           54.     Tran Enterprises is informed and believes and thereupon alleges that, in  
10 furtherance of his scheme, Mr. Lam, individually and as trustee of the Revocable Trust,  
11 intentionally directed Big Teton to pay him the Net Profit Distribution, in order to circumvent  
12 the effort of Mr. Kerr to obtain funds to satisfy the terms of the Legacy Trust.

13          55.     As a direct and proximate result of Mr. Tran's action to divert the Net Profit  
14 Distribution, it is and was necessary for Tran Enterprises to enter into agreements for the sale of  
15 Tran Enterprises property in order to fund the Legacy Trust in an expedient and timely manner.

16          56.     On or about September 1, 2017, Third Party Defendants caused to be filed in the  
17 Clark County District Court, a Complaint entitled "Charles, individually and derivatively on  
18 behalf of Tran Enterprises, LLC, a Nevada limited liability company, and as Trustee of the NT  
19 Revocable Living Trust, dated the 15th day of October, 2009, Plaintiffs v. P. Sterling Kerr,  
20 individually and as manager of the Legacy Trust, dated the 15th day of October, 2009; Mary V.  
21 Kaufman, as Trustee of the NT Legacy Trust, dated the 15th day of October, 2009; and DOES I  
22 V individuals and ROE VI through X Corporations and Partnerships." (The "Lam/Kerr  
23 Action").

24          57.     On January 1, 2017, Third Party Defendants filed an Amended Complaint  
25 ("Lam/Kerr Amended Complaint") in the Lam/Kerr Action.

26          58.     In the Amended Complaint, Mr. Lam alleges that he is a 10% member of Tran  
27 Enterprises.

28          59.     Tran Enterprises is not a party to the Lam/Kerr Action.

1           60.     Mr. Lam is not, and never has been, a member or owner of Tran Enterprises.

2           61.     Prior to initiating the Lam/Kerr Action, Mr. Lam had never claimed to be a  
3 member or owner of Tran Enterprises.

4           62.     Prior to initiating the Lam/Kerr Action, Mr. Kerr advised Mr. Lam that Tran  
5 Enterprises was selling property owned by Tran Enterprises.

6           63.     Prior to the commencement of the Lam/Kerr Action, Tran Enterprises sold  
7 certain real property owned by Tran Enterprises.

8           64.     Mr. Lam, as successor trustee of the Revocable Trust, has taken no action to  
9 liquidate assets of the Revocable Trust, as ordered by the Court in the Lam/Kerr Action on  
10 November 17, 2017.

11          65.     As a result of the Lam/Kerr Action, Mr. Kerr has been prevented from taking  
12 any action that would result in the sale by Tran Enterprises of property that it owns, without  
13 approval from the Judge presiding in the Lam/Kerr Action.

14          66.     As a direct and proximate the Lam/Kerr Action, Tran Enterprises is prevented  
15 from taking any action that would result in the sale of property owned by Tran Enterprises,  
16 without approval from the Judge presiding in the Lam/Kerr Action.

17          67.     Edward Homes has filed a Complaint in the Clark County District Court  
18 alleging that Tran Enterprises has breached three (3) purchase and sale agreements for the sale  
19 to Edward Homes of certain real property owned by Tran Enterprises.

20          68.     Edward Homes alleges, in relevant part, that Tran Enterprises will not close  
21 escrow and complete the sale to Edward Homes of certain real property owned by Tran  
22 Enterprises.

23          69.     Tran Enterprises has been compelled to retain the services of an attorney and  
24 has incurred attorney's fees and costs as a result of the foregoing conduct.

25  
26  
27  
28

**FIRST CLAIM FOR RELIEF**

**(Intentional Interference with Contractual Relations)**

70. Tran Enterprises repeats, realleges and incorporated all of the allegations contained in the preceding paragraphs as though fully set forth herein.

71. Mr. Lam, individually and as trustee of the Revocable Trust, knew that Tran Enterprises had entered into, or intended to enter into agreements for the sale of property owned by Tran Enterprises.

72. Mr. Lam, individually and as trustee of the Revocable Trust, intentionally and wrongfully engaged in conduct and communications with the express intent to disrupt the contractual relationship between Tran Enterprises and Edward Homes.

73. Mr. Lam, individually and as trustee of the Revocable Trust, have intentionally and wrongfully engaged in conduct and communications with the express intent to cause a default under the terms of the Commercial Purchase and Sale Agreement and Joint Escrow Instructions, to the damage and detriment of Tran Enterprises.

74. Third Party Defendants' conduct and communications were done with the intent to interfere with, and to cause damage and harm to Tran Enterprises' credibility and ability to conduct business.

75. Third Party Defendants' conduct and communications were done with the intent to interfere with, and to cause damage and harm in order to carry out his scheme to wrongfully usurp control over Tran Enterprises.

76. Third Party Defendants' conduct and communications were done with the intent to interfere with, and to cause damage and harm in order to carry out his scheme to obtain additional profit and benefit over and above the \$2,000,000 specific bequest provided under the Legacy Trust documents.

77. As a direct and proximate result of Mr. Lam's actions, , individually and as trustee of the Revocable Trust, Tran Enterprises has incurred damages in excess of \$15,000, and Tran Enterprises is entitled to punitive and exemplary damages, in an amount to be proven at trial.



1 78. Tran Enterprises is entitled to reasonable attorney's fees and costs incurred  
2 herein according to proof at the time of trial.

3  
4 **SECOND CLAIM FOR RELIEF**

5 **(Equitable or Implied Indemnity)**

6 79. Tran Enterprises repeats, realleges and incorporated all of the allegations  
7 contained in the preceding paragraphs as though fully set forth herein.

8 80. Edward Homes has filed a Complaint and commenced an action alleging breach  
9 of contract and seeking an award against Tran Enterprises of monetary damages in excess of  
10 \$10,000.

11 81. The alleged damages claimed to be owed by Tran Enterprises, if any, are the  
12 direct and proximate result of the intentional and wrongful actions of Mr. Lam, individually and  
13 as trustee of the Revocable Trust.

14 82. But for the intentional and wrongful actions of Mr. Lam, individually and as  
15 trustee of the Revocable Trust, Tran Enterprises would not be subject to a claim for damages by  
16 Edward Homes.

17 83. Tran Enterprises has been compelled to retain legal counsel and to incur  
18 additional expenses to defend the allegations of Edward Homes.

19 84. Tran Enterprises is entitled to equitable indemnification for all monies it has  
20 expended to defend against the Edward Homes allegations.

21 85. Tran Enterprises is entitled to equitable indemnification for any and all  
22 damages which Tran Enterprises may become obligated if Edward Homes prevails.

23 86. Tran Enterprises has incurred, or may incur, damages in excess of \$15,000, for  
24 which damages it is entitled to indemnification from Mr. Lam, individually and as trustee of the  
25 Revocable Trust.

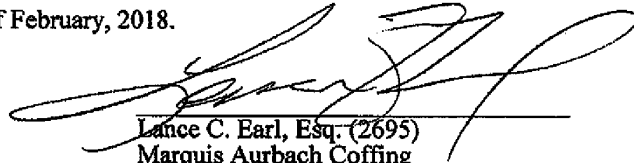
26  
27 WHEREFORE, Tran Enterprises prays for relief against Third-party Defendants,  
28 Charles Lam, individually, and as Trustee of the NT Revocable Living Trust:

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1. For an award of damages in excess of \$15,000;
2. For an award of punitive and exemplary damages in an amount to be proven at trial;
3. For his attorneys fees and costs of Court; and
4. For such other and further relief as the Court may deem appropriate.

DATED this 15th day of February, 2018.



Lance C. Earl, Esq. (2695)  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
*Attorneys for Tran Enterprises, LLC*

MARQUIS AURBACH COFFING

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

**CERTIFICATE OF SERVICE**

I hereby certify that on the 15th day of February, 2018, a true and correct copy of the foregoing  
**DEFENDANT TRAN ENTERPRISES, LLC'S ANSWER TO PLAINTIFF'S  
COMPLAINT; THIRD PARTY COMPLAINT** was served by the following method(s):

☒ **Electronic:** by submitting electronically for filing and/or service with the Eighth Judicial District Court's Odyssey eFileNV Electronic Filing system and serving all parties with an email address on record, as indicated below, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. That date and time of the electronic proof of service in place of the date and place of deposit in the U.S. Mail.

☒ **U.S. Mail:** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Robert J. Walsh, Esq.  
Matthew P. Pawlowski, Esq.  
WALSH & FRIEDMAN, LTD.  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
Tel: (702) 474-4660  
Fax: (702) 474-4664

*Attorneys for Edward Homes, Inc.*

☒ **Email:** by electronically delivering a copy via email to the following e-mail address:  
*mpp@walshandfriedman.com*

☐ **Facsimile:** by faxing a copy to the following numbers referenced below:

*Michelle MonRaugh*  
An Employee of Marquis Aurbach Coffing

10569134\_1



1 **MOT**  
Lars K. Evensen, Esq.  
2 Nevada Bar No: 8061  
HOLLAND & HART LLP  
3 9555 Hillwood Dr., 2nd Floor  
Las Vegas, NV 89134  
4 P: 702-669-4600  
F: 702-669-4650  
5 [LKEvensen@hollandhart.com](mailto:LKEvensen@hollandhart.com)

6 Lance C. Earl, Esq.  
Nevada Bar No.: 2695  
7 MARQUIS AURBACH COFFING  
10001 Park Run Drive  
8 Las Vegas, Nevada 89145  
Tel: (702) 382-0711  
9 Fax: (702) 382-5813  
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10 Mark A. Solomon, Esq.  
11 Alexander G. LeVeque, Esq.  
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12 9060 West Cheyenne Avenue  
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13 Tel: (702) 853-5483  
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14 [msolomon@sdfnvlaw.com](mailto:msolomon@sdfnvlaw.com)  
[aleveque@sdfnvlaw.com](mailto:aleveque@sdfnvlaw.com)

15 *Attorneys for P. Sterling Kerr,*  
16 *Nhu Tran Foundation, Inc. and*  
17 *Tran Enterprises, LLC*

18 **DISTRICT COURT**  
19 **CLARK COUNTY, NEVADA**

20 CHARLES LAM, individually and derivatively  
21 on behalf of TRAN ENTERPRISES, LLC, a  
Nevada Limited Liability Company, and as  
22 Trustee of the NT REVOCABLE LIVING  
TRUST, dated the 15<sup>th</sup> day of October, 2009,

23 **Plaintiffs,**

24 **v.**

25 P. STERLING KERR, individually and as  
26 Trustee of the NT LEGACY TRUST, dated the  
15<sup>th</sup> day of October, 2009; NHU TRAN  
27 FOUNDATION, INC., a Nevada non-profit  
28 corporation; and DOES I through V  
individuals; and ROE VI through X  
Corporations and Partnerships,

Case No. : A-17-760853-B  
Dept. No. : XIII

*Consolidated with:*

Case No. P-17-093391-T  
Case No. P-17-093258-T

**MOTION TO CONSOLIDATE**

**EDWARD v. TRAN ENTERPRISES, et.al.**  
**CASE NO. A-17-766466-C**  
**DEPT. No. XXXI**

1  
2 Defendants.

3 In the matter of the

4 NT LEGACY TRUST, dated October 15, 2009

5 In the matter of the

6 NT REVOCABLE LIVING TRUST, dated  
7 October 15, 2009.

8 EDWARD HOMES, INC., a Nevada  
9 Corporation,

10 Plaintiffs,

11 v.

12 TRAN ENTERPRISES, LLC, a Nevada  
13 Limited Liability Company, DOE  
14 INDIVIDUALS I through X, inclusive and  
15 ROE ENTITIES I through x, inclusive,

16 Defendants.

17 TRAN ENTERPRISES, LLC, a Nevada  
18 Limited Liability Company,

19 Third Party Plaintiff,

20 v.

21 CHARLES LAM, individually, and as Trustee  
22 of the NR Revocable Living Trust dated the  
23 15th day of October 2009,


24 Third Party Defendants.

Case No. : A-17-766466-C  
Dept. No. : XXXI

25 Defendants P. STERLING KERR, individually and as Trustee of the NT LEGACY  
26 TRUST dated October 15, 2009, and Nhu Tran Foundation, Inc., a Nevada non-profit  
27 corporation and Manager of Tran Enterprises, LLC ("Tran Enterprises") (collectively "Legacy  
28 Trust"), by and through their attorneys Holland & Hart, hereby moves this Court under NRCP

1 42(a) and EDCR 2.50, to consolidate the matter of *Edward v. Tran Enterprises, et. al.*, case no.  
2 A-17-766466-C, which is currently before Department No. 31, with this proceeding (the  
3 "Motion"). This Motion is based upon the following Memorandum of Points and Authorities,  
4 the pleadings and papers on file with this Court, and any argument by counsel this Court may  
5 consider.

6 DATED this 2nd day of March, 2018.

7  
8   
9 Lars K. Evensen, Esq. (8061)  
10 Holland & Hart LLP  
11 9555 Hillwood Drive, 2nd Floor  
12 Las Vegas, Nevada 89134

13 Lance C. Earl, Esq.  
14 Nevada Bar No.: 2695  
15 Marquis Aurbach Coffing  
16 10001 Park Run Drive  
17 Las Vegas, Nevada 89145


18 Mark A. Solomon, Esq.  
19 Alexander G. LeVeque, Esq.  
20 Solomon Dwiggin & Freer, Ltd.  
21 9060 West Cheyenne Avenue  
22 Las Vegas, Nevada 89129

23 *Attorneys for P. Sterling Kerr,*  
24 *Nhu Tran Foundation, Inc. and*  
25 *Tran Enterprises, LLC*  
26  
27  
28

**NOTICE OF MOTION**

PLEASE TAKE NOTICE that the undersigned will bring the foregoing **MOTION TO CONSOLIDATE**, on for hearing before the above-entitled Court on the **5th** day of **APRIL**, 2018, at the hour of **9:00 a.m.**, or as soon thereafter as counsel may be heard in Dept. \_\_\_\_\_.

DATED this 2<sup>nd</sup> day of March, 2018.

  
Lars K. Evensen, Esq. (8061)  
Holland & Hart LLP  
9555 Hillwood Drive, 2nd Floor  
Las Vegas, Nevada 89134

Lance C. Earl, Esq.  
Nevada Bar No.: 2695  
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Mark A. Solomon, Esq.  
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Solomon Dwiggins & Freer, Ltd.  
9060 West Cheyenne Avenue  
Las Vegas, Nevada 89129

*Attorneys for P. Sterling Kerr,  
Nhu Tran Foundation, Inc. and  
Tran Enterprises, LLC*

**MEMORANDUM OF POINTS AND AUTHORITIES**

When actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated; and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay. *See* NRCP 42(a). Under EDCR 2.50(a)(1), motions for consolidation of two or more cases must be heard by the judge assigned to the case first commenced. Such a motion would be prematurely brought if done in advance of the filing of an answer. *Id.* If consolidation is granted, the consolidated case will be heard before the judge ordering consolidation. *Id.*

In the matter of *Edward v. Tran Enterprises, et. al.*, case no. A-17-766466-C, Edward

1 Homes has brought action against Tran Enterprises regarding the sale of certain real property,  
2 alleging several causes of action, including specific performance. Though already in the Court's  
3 pleading and papers, for the Court's convenience, attached hereto as **Exhibit 1** is a copy of the  
4 *Edward v. Tran Enterprises* complaint.

5 On February 15, 2018, Tran Enterprises answered the *Edward v. Tran Enterprises*  
6 complaint. In addition to answering, Tran Enterprises also asserted third party claims against  
7 Charles Lam, for intentional interference with contractual relationship and equitable and  
8 implied indemnity, in connection with his efforts in this case which prevented Tran Enterprises  
9 for selling property. Though already in the Court's pleading and papers, for the Court's  
10 convenience, attached hereto as **Exhibit 2** is a copy of Tran Enterprises' Answer and Third  
11 Party Complaint.

12 This Court is reminded, on September 1, 2017, Charles Lam as Plaintiff commence this  
13 matter and sought immediate relief to stop the sale of properties. On or about September 6,  
14 2017, this Court entered temporary restraining order preventing NT Legacy Trust and its  
15 Trustee, P. Sterling Kerr, from taking any actions on behalf of Tran Enterprises. This restriction  
16 continued in one form or another, ultimately resulting in the January 17, 2018 Court Order  
17 Granting in part and denying in part P. Sterling Kerr's Petition to assume in rem jurisdiction  
18 over the NT Legacy Trust, dated October 15, 2009; Petition to Confirm Trustee and for  
19 Instructions; petition for Declaration that the NT Legacy Trust is the sole Member of Tran  
20 Enterprises, LLC; and petition to Expunge Lis Pendens, wherein this Court required "...that  
21 there will be no sale or disposition of the any of the subject properties without approval of the  
22 Court.".

23 The *Edward v. Tran Enterprises, et. al.*, case no. A-17-766466-C action is the collateral  
24 result of the order sought by Charles Lam.

25 Central to both this matter and the *Edward v. Tran Enterprises, et. al.*, matter are common  
26 questions of law and of fact regarding Tran Enterprises ability to sell certain real property.  
27 There are common parties as well.

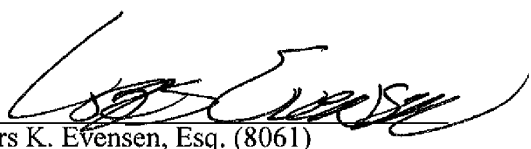
28 By consolidating the proceedings, the unnecessary costs and delays are avoided and judicial



1 economy is preserved. In addition, the potential for conflicting ruling by the Court are avoided.

2 Therefore, this Court should issue an order consolidating *Edward v. Tran Enterprises, et.*  
3 *al.*, case no. A-17-766466-C with this matter, with this matter Case No. A-17-760853-B being  
4 the lead case and heard by Dept. 13.

5 DATED this 2ND day of March, 2018.

6  
7   
Lars K. Evensen, Esq. (8061)  
Holland & Hart LLP  
9555 Hillwood Drive, 2nd Floor  
Las Vegas, Nevada 89134

8  
9  
10 Lance C. Earl, Esq.  
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Las Vegas, Nevada 89129

14  
15  
16 *Attorneys for P. Sterling Kerr,*  
*Nhu Tran Foundation, Inc. and*  
*Tran Enterprises, LLC*  
17  
18  
19  
20  
21  
22  
23  
24  
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**CERTIFICATE OF SERVICE**

I hereby certify that on the 2nd day of March, 2018, a true and correct copy of the foregoing **MOTION TO CONSOLIDATE EDWARD v. TRAN, et.al. CASE NO. A-17-766466-C, DEPT. No. XXXI** was served by the following method(s):

☒ **Electronic:** by submitting electronically for filing and/or service with the Eighth Judicial District Court's Odyssey eFileNV Electronic Filing system and serving all parties with an email address on record, as indicated below, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. That date and time of the electronic proof of service in place of the date and place of deposit in the U.S. Mail.

J. Michael Oakes, Esq.  
FOLEY & OAKS, PC  
626 So. 8<sup>th</sup> Street  
Las Vegas, NV 89101  
Email: [mike@foleyoakes.com](mailto:mike@foleyoakes.com)

Robert J. Walsh, Esq.  
Matthew P. Pawlowski, Esq.  
WALSH & FRIEDMAN, LTD.  
400 S. Maryland Parkway  
Las Vegas, NV 89101

*Attorneys for Plaintiffs*

*Attorneys for Edward Homes, Inc.*

☒ **U.S. Mail:** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Charles Lam  
P.O. Box 27738  
Las Vegas, Nevada 89126

  
An Employee of Holland & Hart LLP

10737169\_2

# **EXHIBIT “1”**

*Steven D. Grierson*

COMP

1 ROBERT J. WALSH, ESQ.

Nevada Bar No.: 003836

2 MATTHEW P. PAWLOWSKI, ESQ.

Nevada Bar No.: 009889

3 WALSH & FRIEDMAN, LTD.

400 S. Maryland Parkway

4 Las Vegas, NV 89101

Phone: (702) 474-4660

5 Fax: (702) 474-4664

Attorneys for Plaintiff

Department 31

DISTRICT COURT

CLARK COUNTY, NEVADA

9 EDWARD HOMES, INC., a Nevada  
10 Corporation,

11 Plaintiff,

12 vs.

13 TRAN ENTERPRISES, LLC, a Nevada  
14 Limited Liability Company; DOE  
15 INDIVIDUALS I through X, inclusive and  
16 ROE ENTITIES I through X, inclusive,

17 Defendants.

) CASE NO.: A-17-766466-C

) DEPT. NO.: Department 31

) COMPLAINT

) Causes of Action

- ) 1. Breach of Contract;  
) 2. Breach of the Covenant of Good Faith  
) and Fair Dealing;  
) 3. Specific Performance;

) Automatic Exemption from Arbitration  
) Claims involving title to real property and  
) extraordinary relief.

19  
20 COMES NOW, Plaintiff EDWARD HOMES, INC., a Nevada Corporation, by and  
21 through its attorneys of record, ROBERT J. WALSH, ESQ. and MATTHEW P.  
22 PAWLOWSKI, ESQ., of WALSH & FRIEDMAN, LTD. and hereby complain of the named  
23 Defendant, as follows:

24 JURISDICTION AND VENUE

- 25 1. Plaintiff EDWARD HOMES, INC. is and was, at all relevant times herein, a Nevada  
26 Corporation, duly licensed and conducting business in the County of Clark, State of  
27 Nevada.  
28

WALSH & FRIEDMAN, LTD.  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660

1 2. Upon information and belief, Defendant TRAN ENTERPRISES, LLC is and at all  
2 times relevant herein was a Nevada Limited Liability Company, duly licensed and  
3 doing business in the State of Nevada, County of Clark.

4 3. That the negotiations, communications and transactions which are the subject of the  
5 instant action took place in Clark County, Nevada.

6 4. That the real property that is the subject of this litigation is situated in the County of  
7 Clark, State of Nevada.

8 5. Venue and jurisdiction are vested in the County of Clark, State of Nevada.

9 6. That the true names and capacities, whether individual, corporate, associate or  
10 otherwise, of Defendants, DOES I - V and ROE CORPORATIONS VI - X, are  
11 unknown to Plaintiff, who therefore sue said Defendants by such fictitious names;  
12 Plaintiff is informed and believe and thereupon allege that each of the Defendants  
13 designated herein as a Doe or Roe is responsible in some manner for the events and  
14 happenings referred to and caused damages to Plaintiffs as alleged herein and that  
15 Plaintiff will seek leave of this Court to amend this complaint and insert the true  
16 names and capacities when the same have been ascertained and enjoin such  
17 Defendants in this action.

18  
19  
20  
21 **STATEMENT OF PERTINENT FACTS**

22 7. Defendant is the owner of five (5) certain parcels of real property in Clark County,  
23 Nevada.

24 8. Plaintiff and Defendant entered in to three Commercial Purchase and Sale Agreements  
25 for each of these five (5) parcels of land.

26 9. The first Purchase and Sale Contract, referred to herein as, "Contract 1," was executed  
27  
28

1 by and between the parties on June 16, 2017, and pertains to two parcels at issue is  
2 identified as Parcel Nos. 177-17-701-012 and 177-17-701-013, and are more  
3 particularly described as:

4 177-17-701-012: PT NW4 SE4 SEC 17 22 61

5 177-17-701-013: PT NW4 SE4 SEC 17 22 61

6  
7 10. The second Purchase and Sale Contract, referred to herein as, "Contract 2," was  
8 executed by and between the parties on June 16, 2017, and pertains to two parcels at  
9 issue is identified as Parcel Nos. 176-13-501-036 and 176-13-501-030, and are more  
10 particularly described as:

11 176-13-501-036: PT NW4 NE4 SEC 13 22 60

12 176-13-501-030: PT NW4 NE4 SEC 13 22 60

13  
14 11. The third Purchase and Sale Contract, referred to herein as, "Contract 3," was  
15 executed by and between the parties on July 10, 2017, and pertains to the parcel at  
16 issue is identified as Parcel No. 177-17-701-011, and is more particularly described as:

17 177-17-701-011: PT NW4 SE4 SEC 17 22 61

18  
19 12. All earnest money deposits and other obligations required of the Plaintiff prior to the  
20 close of escrow for Contract 1, Contract 2 and Contract 3, have been fully performed  
21 by the Plaintiff.

22  
23 13. Escrow was scheduled to close for Contract 1 and Contract 2 on September 30, 2017,  
24 which is Sixty (60) days from the close of Buyer's 45-day inspection period, as  
25 contained in Contract 1 and Contract 2.

1 14. Escrow was scheduled to close for Contract 3 on October 25, 2017, which is Sixty  
2 (60) days from the close of Buyer's 45-day inspection period, as contained in Contract  
3 3.

4 15. At the present time, Plaintiff is ready, willing and able to close escrow on Contracts 1-  
5 3, as described herein.

6 16. To date, Defendant has refused to close escrow on Purchase and Sale Contracts 1-3,  
7 described herein.

8  
9 **FIRST CAUSE OF ACTION**  
10 **(Breach of Contract)**

11 17. The Plaintiff repeats and realleges all allegations contained in all previous paragraphs  
12 of this Complaint, as though set forth fully herein, and further alleges, as follows:

13 18. Defendant is the owner of five (5) certain parcels of real property in Clark County,  
14 Nevada.

15 19. Plaintiff and Defendant entered in to three Commercial Purchase and Sale Agreements  
16 for each of these five (5) parcels of land.

17 20. The first Purchase and Sale Contract, referred to herein as, "Contract 1," was executed  
18 by and between the parties on June 16, 2017, and pertains to two parcels at issue is  
19 identified as Parcel Nos. 177-17-701-012 and 177-17-701-013, and are more  
20 particularly described as:  
21

22 177-17-701-012; PT NW4 SE4 SEC 17 22 61

23 177-17-701-013; PT NW4 SE4 SEC 17 22 61

24 21. The second Purchase and Sale Contract, referred to herein as, "Contract 2," was  
25 executed by and between the parties on June 16, 2017, and pertains to two parcels at  
issue is identified as Parcel Nos. 176-13-501-036 and 176-13-501-030, and are more

particularly described as:

176-13-501-036; PT NW4 NE4 SEC 13 22 60

176-13-501-030; PT NW4 NE4 SEC 13 22 60

22. The third Purchase and Sale Contract, referred to herein as, "Contract 3," was executed by and between the parties on July 10, 2017, and pertains to the parcel at issue is identified as Parcel No. 177-17-701-011, and is more particularly described as:

177-17-701-011; PT NW4 SE4 SEC 17 22 61

23. All earnest money deposits and other obligations required of the Plaintiff prior to the close of escrow for Contract 1, Contract 2 and Contract 3, have been fully performed by the Plaintiff.

24. Escrow was scheduled to close for Contract 1 and Contract 2 on September 30, 2017, which is Sixty (60) days from the close of Buyer's 45-day inspection period, as contained in Contract 1 and Contract 2.

25. Escrow was scheduled to close for Contract 3 on October 25, 2017, which is Sixty (60) days from the close of Buyer's 45-day inspection period, as contained in Contract 3.

26. At the present time, Plaintiff is ready, willing and able to close escrow on Contracts 1-3, as described herein.

27. To date, Defendant has refused to close escrow on Purchase and Sale Contracts 1-3, described herein.

28. Defendant's express refusal to close escrow on the subject properties, pursuant to Contracts 1-3, described herein, constitutes a breach of Contracts 1-3 by Defendant.

W. M. SHAW & FRIEDMAN, L.P.C.  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-1660



1 29. As a result of the foregoing breach, the Plaintiff has been damaged in an amount in  
2 excess of \$10,000.00, and should be awarded the same.

3 30. As a result of the foregoing, Plaintiff requests that preliminary and permanent  
4 injunctive relief issue, thereby preventing the sale or transfer of the subject real  
5 property parcels to third parties, other than the Plaintiff.

6 31. As a result of the foregoing, Plaintiff requests the equitable remedy of constructive  
7 trust over the subject real property, owed to Plaintiff by Defendant, as the Defendant is  
8 believed to be current title holder of said property and should be held to be trustee of  
9 that property, for the benefit of Plaintiff, who in good conscience is entitled to it.

10 32. It has been necessary for the Plaintiff to retain the services of Walsh and Friedman,  
11 Ltd. to prosecute this action, and as such, a reasonable sum for attorney's fees and  
12 costs of suit should be awarded.  
13

14  
15 **SECOND CAUSE OF ACTION**  
16 ***(Breach of the Covenant of Good Faith and Fair Dealing)***

17 33. The Plaintiff repeats and realleges all allegations contained in all previous paragraphs  
18 of this Complaint, as though set forth fully herein, and further allege, as follows:

19 34. Implied in every contract in the State of Nevada is a covenant of good faith and fair  
20 dealing between the parties.  
21

22 35. As fully described inter alia, Defendant is in breach of this covenant through their  
23 willful and intentional delay in closing escrow, and Defendant's refusal to close  
24 escrow, of the real property parcels subject to Contracts 1-3, described herein.

25 36. This willful and intentional failure to close escrow has been perpetrated without just  
26 cause or purpose.  
27  
28

1 37. As a result of the foregoing, the Plaintiffs have been damaged in an amount in excess  
2 of \$10,000.00, and should be awarded the same.

3 38. As a result of the foregoing, Plaintiff requests that preliminary and permanent  
4 injunctive relief issue, thereby preventing the sale or transfer of the subject real  
5 property to third parties, other than the Plaintiff.

6 39. As a result of the foregoing, Plaintiff requests the equitable remedy of constructive  
7 trust over the subject real property, owed to Plaintiff by Defendant, as the Defendant is  
8 believed to be current title holder of said property and should be held to be trustee of  
9 that property, for the benefit of Plaintiff, who in good conscience is entitled to it.

10 40. It has been necessary for the Plaintiff to retain the services of Walsh and Friedman,  
11 Ltd, to prosecute this action, and as such, a reasonable sum for attorney's fees and  
12 costs of suit should be awarded.  
13

14  
15 **THIRD CAUSE OF ACTION**  
16 ***(Specific Performance)***

17 41. The Plaintiff repeats and realleges all allegations contained in all previous paragraphs  
18 of this Complaint, as though set forth fully herein, and further alleges, as follows:

19 42. The terms of the Purchase and Sale Agreement identified herein as Contracts 1-3, for  
20 the purchase and sale of the subject parcels of real property, are definite and certain.

21 43. That, as real property is inherently unique, the monetary remedy at law available to  
22 Plaintiff is inadequate.

23 44. That the Plaintiff is ready, willing and able to tender full performance under the terms  
24 of Contracts 1-3, detailed herein, for the purchase and sale of the subject parcels of  
25 real property, at issue in this action.  
26  
27  
28

1 45. As a result of the foregoing, Plaintiff requests that this Honorable Court order the  
2 remedy of specific performance, thereby requiring the Defendant to sell the subject  
3 parcels of real property, encompassed by Contracts 1-3, detailed herein, to the  
4 Plaintiff, on the clear and certain terms of the parties' agreement for the same.

5 46. As a result of the foregoing, Plaintiff requests that preliminary and permanent  
6 injunctive relief issue, thereby preventing the sale or transfer of the subject real  
7 property to third parties, other than the Plaintiff.

8 47. As a result of the foregoing, Plaintiff requests the equitable remedy of constructive  
9 trust over the subject real property, owed to Plaintiff by Defendant, as the Defendant is  
10 believed to be current title holder of said property and should be held to be trustee of  
11 that property, for the benefit of Plaintiff, who in good conscience is entitled to it.

12 48. It has been necessary for the Plaintiff to retain the services of Walsh and Friedman,  
13 Ltd. to prosecute this action, and as such, a reasonable sum for attorney's fees and  
14 costs of suit should be awarded.

15 **WHEREFORE**, Plaintiff prays for relief against the named Defendant, as follows:

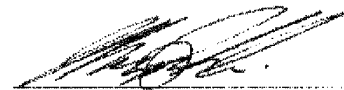
- 16
- 17 1. For an Order of specific performance, compelling the Defendant to sell the subject  
18 parcels of real property to the Plaintiff, under the previously-agreed terms as set forth  
19 in Contracts 1-3, detailed herein;
  - 20 2. For a preliminary and permanent injunction, preventing Defendant from selling the  
21 subject real property to third persons;
  - 22 3. For a constructive trust, ordering that the subject property be held as and for the  
23 benefit of the Plaintiff, pending resolution of this action;
  - 24
  - 25
  - 26
  - 27
  - 28

- 1 4. For Compensatory damages in the amount of in excess of Ten Thousand Dollars  
2 (\$10,000.00);  
3 5. For costs and expenses of litigation;  
4 6. For reasonable attorney's fees; and  
5 7. For such other and further relief as this Court deems just and proper.  
6

7  
8 DATED: This 18 day of December, 2017.  
9

10 Submitted by:

11 **WALSH & FRIEDMAN, LTD.**

12 

13 **MATTHEW P. PAWLOWSKI, ESQ.**

14 State Bar No. 009889

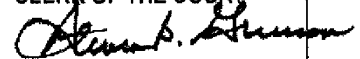
15 400 South Maryland Parkway

16 Las Vegas, Nevada 89101

17 *Attorney for Plaintiff*  
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28

WALSH & FRIEDMAN, LTD.  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4600

# **EXHIBIT “2”**



**Marquis Aurbach Coffing**

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LKEvensen@hollandhart.com

*Attorneys for Tran Enterprises, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

EDWARD HOMES, INC., a Nevada  
Corporation,

Plaintiffs,

v.

TRAN ENTERPRISES, LLC, a Nevada  
Limited Liability Company, DOE  
INDIVIDUALS I through X, inclusive and  
ROE ENTITIES I through x, inclusive,

Defendants.

TRAN ENTERPRISES, LLC, a Nevada  
Limited Liability Company,

Third Party Plaintiff,

v.

CHARLES LAM, individually,

Third Party Defendant.

Case No. : A-17-766466-C  
Dept. No. : XXXI

**DEFENDANT TRAN ENTERPRISES,  
LLC'S ANSWER TO PLAINTIFF'S  
COMPLAINT; THIRD PARTY  
COMPLAINT**

Defendant/Third Party Plaintiff Tran Enterprises, LLC, by and through its attorneys

Page 1 of 17

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 Marquis Aurbach & Coffing and co-counsel Holland & Hart LLP, and hereby answer the  
2 Complaint of Plaintiff, Edward Homes, Inc., a Nevada corporation as follows:

3  
4 **GENERAL ALLEGATIONS**

5 1. Answering Paragraph 1, Defendant admits that Plaintiff is a Nevada corporation.  
6 Answering further, Defendant is without knowledge or information sufficient to form a belief as  
7 to the truth of the remaining allegations, and on that basis, denies the same.

8 2. Answering Paragraph 2, Defendant admits the allegations of said paragraph.

9 3. Answering Paragraph 3, Defendant is without knowledge or information  
10 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
11 deny the same.

12 4. Answering Paragraph 4, Defendant admits that the Complaint identifies certain  
13 parcels of real property as being located in Clark County, Nevada. Answering further,  
14 Defendant is without knowledge or information sufficient to form a belief as to the truth of the  
15 remaining allegations, and on that basis, denies the same.

16 5. Answering Paragraph 5, Defendant is without knowledge or information  
17 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
18 deny the same.

19 6. Answering Paragraph 6, Defendant is without knowledge or information  
20 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
21 deny the same.

22 7. Answering Paragraph 7, Defendant admits that it is the owner of real property in  
23 Clark County, Nevada. Answering further, Defendant is without knowledge or information  
24 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
25 deny the same.

26 8. Answering Paragraph 8, Defendant asserts that the allegations state conclusions  
27 of law for which no responsive pleading and, on that basis, are denied.

28

1           9.     Answering Paragraph 9, Defendant asserts that the allegations state conclusions  
2 of law for which no responsive pleading and, on that basis, are denied. Answering further,  
3 allegations purporting to particularly describe parcels identified in the Complaint as "at issue"  
4 are denied.

5           10.    Answering Paragraph 10, Defendant asserts that the allegations state conclusions  
6 of law for which no responsive pleading and, on that basis, are denied. Answering further,  
7 allegations purporting to particularly describe parcels identified in the Complaint as "at issue"  
8 are denied.

9           11.    Answering Paragraph 11, Defendant asserts that the allegations state conclusions  
10 of law for which no responsive pleading and, on that basis, are denied. Answering further,  
11 allegations purporting to particularly describe parcels identified in the Complaint as "at issue"  
12 are denied.

13          12.    Answering Paragraph 12, Defendant denies the allegations in said paragraph.

14          13.    Answering Paragraph 13, Defendant denies the allegations in said paragraph.

15          14.    Answering Paragraph 14, Defendant denies the allegations in said paragraph.

16          15.    Answering Paragraph 15, Defendant is without knowledge or information  
17 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
18 deny the same.

19          16.    Answering Paragraph 16, Defendant denies the allegations in said paragraph.

20  
21                   **FIRST CAUSE OF ACTION**  
22                   **(Breach of Contract)**

23          17.    Answering Paragraph 17, Defendant repeats and realleges all responses to  
24 Plaintiffs allegations contained in all previous paragraphs of this Complaint, as though set forth  
25 fully herein.

26          18.    Answering Paragraph 18, Defendant admits that it is the owner of certain parcels  
27 of real property in Clark County. Answering further, Defendant is without knowledge or  
28 information sufficient to form a belief as to whether it is the owner of the "certain parcels"  
referenced in said paragraph, and on that basis, deny the same.



1           19.     Answering Paragraph 19, Defendant asserts that the allegations state conclusions  
2 of law for which no responsive pleading and, on that basis, are denied. Answering Paragraph  
3 19, Defendant denies the allegations in said paragraph.

4           20.     Answering Paragraph 20, Defendant denies the allegations in said paragraph.

5           21.     Answering Paragraph 21, Defendant denies the allegations in said paragraph.

6           22.     Answering Paragraph 22, Defendant is without knowledge or information  
7 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
8 deny the same.

9           23.     Answering Paragraph 23, Defendant denies the allegations in said paragraph.

10          24.     Answering Paragraph 24, Defendant denies the allegations in said paragraph.

11          25.     Answering Paragraph 25, Defendant denies the allegations in said paragraph.

12          26.     Answering Paragraph 26, Defendant is without knowledge or information  
13 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
14 deny the same.

15          27.     Answering Paragraph 27, Defendant denies the allegations in said paragraph.

16          28.     Answering Paragraph 28, Defendant denies the allegations in said paragraph.

17          29.     Answering Paragraph 29, Defendant denies the allegations in said paragraph.

18          30.     Answering Paragraph 30, Defendant asserts that the allegations state the relief  
19 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
20 denied. Answering further, Defendant denies the allegations contained therein.

21          31.     Answering Paragraph 31, Defendant asserts that the allegations state the relief  
22 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
23 denied. Answering further, Defendant denies the allegations contained therein.

24          32.     Answering Paragraph 32, Defendant denies the allegations contained therein.  
25  
26  
27  
28

**SECOND CAUSE OF ACTION**  
**(Breach of the Covenant of Good Faith and Fair Dealing)**

33. Answering Paragraph 33, Defendant repeats and realleges all responses to Plaintiffs allegations contained in all previous paragraphs of this Complaint, as though set forth fully herein.

34. Answering Paragraph 34, Defendant asserts that the allegations are Plaintiff's statement of the law which Plaintiff contends is applicable, for which no responsive pleading is required, and, on that basis, are denied.

35. Answering Paragraph 35, Defendant denies the allegations in said paragraph.

36. Answering Paragraph 36, Defendant denies the allegations in said paragraph.

37. Answering Paragraph 37, Defendant denies the allegations in said paragraph.

38. Answering Paragraph 38, Defendant asserts that the allegations state the relief which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are denied. Answering further, Defendant denies the allegations contained therein.

39. Answering Paragraph 39, Defendant asserts that the allegations state the relief which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are denied. Answering further, Defendant denies the allegations contained therein.

40. Answering Paragraph 40, Defendant denies the allegations in said paragraph.

**THIRD CAUSE OF ACTION**  
**(Specific Performance)**

41. Answering Paragraph 41, Defendant repeats and realleges all responses to Plaintiffs allegations contained in all previous paragraphs of this Complaint, as though set forth fully herein.

42. Answering Paragraph 42, Defendant denies the allegations in said paragraph.

43. Answering Paragraph 43, Defendant asserts that the allegations are Plaintiff's statement of the law which Plaintiff contends is applicable, for which no responsive pleading is required, and, on that basis, are denied. Answering further, Defendant denies the allegations contained therein.

1 44. Answering Paragraph 44, Defendant is without knowledge or information  
2 sufficient to form a belief as to the truth of the allegations contained therein, and on that basis,  
3 deny the same.

4 45. Answering Paragraph 45, Defendant asserts that the allegations state the relief  
5 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
6 denied. Answering further, Defendant denies the allegations contained therein.

7 46. Answering Paragraph 46, Defendant asserts that the allegations state the relief  
8 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
9 denied. Answering further, Defendant denies the allegations contained therein.

10 47. Answering Paragraph 47, Defendant asserts that the allegations state the relief  
11 which Plaintiff seeks, for which no responsive pleading is required, and, on that basis, are  
12 denied. Answering further, Defendant denies the allegations contained therein.

13 48. Answering Paragraph 48, Defendant denies the allegations in said paragraph.

14 **AFFIRMATIVE DEFENSES**

15 As separate affirmative defenses to the Complaint and each purported claim for relief  
16 asserted therein, Defendant alleges as follows:

17 **FIRST AFFIRMATIVE DEFENSE**

18 Plaintiff has failed to state a claim against Defendant upon which relief can be granted.

19 **SECOND AFFIRMATIVE DEFENSE**

20 Plaintiff's claims and damages are barred based upon the doctrine of estoppel.

21 **THIRD AFFIRMATIVE DEFENSE**

22 Plaintiff has failed to name an indispensable party.

23 **FOURTH AFFIRMATIVE DEFENSE**

24 Plaintiff has failed to mitigate its damages, if any, to the extent damages existed or were  
25 incurred, the existence of which is expressly denied.

26 **FIFTH AFFIRMATIVE DEFENSE**

27 The damages which Plaintiff claims to be owed are the result of conduct of a third party over  
28 which Defendant has no control.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff is not entitled to relief on the grounds that Defendant's ability to perform is the subject of a court order, which excuses Defendant from any liability or damages claimed by Plaintiff.

**SEVENTH AFFIRMATIVE DEFENSE**

Defendant reserves the right to amend this Answer to add additional affirmative defenses in the event subsequent information or investigation warrants such amendment.

**THIRD-PARTY COMPLAINT**

Third-party Plaintiff, Tran Enterprises, LLC, a Nevada limited liability company ("Third-Party Plaintiff" or "Tran Enterprises"), by and through Marquis Aurbach Coffing and co-counsel Holland & Hart, its attorneys of record, hereby complains, alleges and states against Third-Party Defendant, Charles Lam, individually, and Charles Lam, as Trustee of the NT Revocable Trust dated the 15th day of October 2009 (collectively, "Third Party Defendants"), as follows:

1. This Third-Party Complaint is brought pursuant to NRCP 13(h), NRCP 14 and NRCP 20.

2. Tran Enterprises is a Nevada limited liability company duly organized in the State of Nevada.

3. Tran Enterprises is the owner of certain parcels of real property located in Clark County, Nevada.

4. Third-Party Defendant, Charles Lam ("Lam") is a resident of Clark County, Nevada.

5. Tran Enterprises is informed and believes, and thereupon alleges that Mr. Lam is/was the son of Ms. Nhu Thi Tran (hereinafter, "Ms. Tran"), now deceased.

6. Third-Party Defendant, Charles Lam, Trustee of the NT Revocable Living Trust dated the 15th day of October, 2009 ("Revocable Trust"), is the successor trustee of a trust established on or about October 15, 2009, by Ms. Tran, as Trustor or Grantor.

7. On or about October 15, 2009, Ms. Tran settled the Revocable Trust, a revocable living trust.

1 8. Ms. Tran was the trustee of the Revocable Trust until her passing on January 25,  
2 2017.

3 9. On or about October 15, 2009, Ms. Tran settled the NT Legacy Trust, dated  
4 October 15, 2009 ("Legacy Trust"), a Nevada irrevocable asset protection trust.

5 10. Pursuant to the terms of the Legacy Trust, P. Sterling Kerr and Mary Kaufman  
6 were named as co-trustees of the Legacy Trust.

7 11. In 2016, Ms. Kaufman resigned as trustee of the Legacy Trust.

8 12. Mr. Kerr remains a trustee of the Legacy Trust.

9 13. Except for the satisfaction of a \$2,000,000 general bequest, Mr. Lam is not  
10 entitled to receive from the Legacy Trust, any distribution of money or property.

11 14. At the time that the Legacy Trust was created, Mr. Lam, individually and as  
12 trustee of the Revocable Trust, knew or should have known that he was a beneficiary of the  
13 Legacy Trust, in the bequest amount of \$2,000,000.00.

14 15. The Revocable Trust is not a beneficiary of the Legacy Trust.

15 16. The Revocable Trust documents contemplate that after payment of certain  
16 funeral expenses and/or other expenses, assets of the Revocable Trust will be distributed to the  
17 Legacy Trust.

18 17. Mr. Lam is not a beneficiary of the Revocable Trust.

19 18. The Revocable Trust does not provide for Mr. Lam to receive any distribution  
20 of money or property from the assets of the Revocable Trust.

21 19. The Revocable Trust has no member or ownership interest in Tran Enterprises.

22 20. At the time that the Revocable Trust was created, Mr. Lam, individually and as  
23 trustee of the Revocable Trust, knew or should have known that after Ms. Tran passed away,  
24 proceeds from the sale of assets of Tran Enterprises would be distributed to the Legacy Trust.

25 21. At all times relevant hereto, Mr. Lam, individually and as trustee of the  
26 Revocable Trust, knew or should have known that the Legacy Trust would hold no assets until  
27 after Ms. Tran had passed away.

28 22. On or about January 25, 2017 Ms. Tran passed away.

- 1           23.     Upon Ms. Tran's passing, Mr. Lam became the trustee of the Revocable Trust.
- 2           24.     Mr. Lam remains the trustee of the Revocable Trust.
- 3           25.     Prior to March 23, 2017, Mr. Lam was the manager of Tran Enterprises.
- 4           26.     Tran Enterprises is wholly owned by the Legacy Trust.
- 5           27.     March 23, 2017, Mr. Kerr, trustee of the Legacy Trust, replaced Mr. Lam as the
- 6 manager of Tran Enterprise.
- 7           28.     Tran Enterprises is informed and believes, and thereupon alleges that Mr. Lam
- 8 objected to Mr. Kerr replacing him as manager of Tran Enterprises.
- 9           29.     Pursuant to a Land Purchase and Profit Participation Agreement ("Big Teton
- 10 Agreement") dated as of August 1, 2011, Tran Enterprises agreed to sell to Big Teton, LLC
- 11 ("Big Teton") certain real property identified in the Land Purchase and Profit Participation
- 12 Agreement as APN 176-10-401-001 (the "Big Teton Property").
- 13           30.     The Big Teton Agreement provided that upon sale of the Big Teton Property to
- 14 a third party, net profits would be divided between Big Teton and Tran Enterprises.
- 15           31.     On or about August 19, 2011, Big Teton purchased the Big Teton Property.
- 16           32.     On or about January 14, 2015, Big Teton sold the Big Teton Property.
- 17           33.     After closing on the sale of the Big Teton Property to a third-party, Big Teton
- 18 notified Mr. Lam, at that time the manager of record for Tran Enterprises, that net profits in
- 19 excess of \$497,973.00 ("Net Profits Distribution") to which Tran Enterprises was entitled under
- 20 the Big Teton Agreement, were available for distribution to Tran Enterprises.
- 21           34.     While serving as manager of Tran Enterprises, Mr. Lam took no action to have
- 22 the Net Profits Distribution transferred to an account maintained by Tran Enterprises.
- 23           35.     Tran Enterprises is informed and believes and thereupon alleges that subsequent
- 24 to receiving notice that Mr. Kerr was the manager of Tran Enterprises, Mr. Lam instructed Big
- 25 Teton to issue to him personally, multiple Cashier's Checks in amounts aggregating the Net
- 26 Profits Distribution.
- 27
- 28

1           36. In directing Big Teton to distribute the Net Profits Distribution to him  
2 personally, Mr. Lam did not notify Big Teton that he had no legal or equitable basis to instruct  
3 Big Teton to disburse to him the Net Profits Distribution.

4           37. In directing Big Teton to distribute the Net Profits Distribution to him  
5 personally, Mr. Lam did not notify Big Teton that he was not the manager of Tran Enterprises,  
6 but that Mr. Kerr was the manager of Tran Enterprises.

7           38. At all times relevant hereto, Mr. Lam, individually and as trustee of the  
8 Revocable Trust, knew or should have known that the Net Profits Distribution was to be paid to  
9 Tran Enterprises and not to him personally.

10           39. At all times relevant hereto, Mr. Lam, individually and as trustee of the  
11 Revocable Trust, knew or should have known that the Net Profits Distribution were assets of  
12 Tran Enterprise and intended to be distributed to the Legacy Trust to satisfy bequests to  
13 beneficiaries of the Legacy Trust.

14           40. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
15 have known that in 2012, in two (2) filings before the U.S. Bankruptcy Court, District of  
16 Nevada ("Bankruptcy Court Filings"), it was represented that Ms. Tran had experienced severe  
17 and chronic health problems over several years prior to the 2012 Bankruptcy Court Filings,  
18 which health problems affected her physical health as well as her cognitive abilities, including  
19 the ability to remember events and transactions.

20           41. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
21 have known that the Bankruptcy Court Filings represented that Ms. Tran's severe and chronic  
22 health problems had been exacerbated prior to the 2012 Bankruptcy Filings, which health  
23 problems affected her physical health as well as her cognitive abilities, including the ability to  
24 remember events and transactions.

25           42. When the Big Teton Property was sold in January 2015, Mr. Lam's mother, Ms.  
26 Tran, was elderly and in failing health.

27           43. Tran Enterprises is informed and believes, and thereupon alleges that Mr. Lam  
28 intentionally permitted the Net Profits Distribution to remain in the control of Big Teton, until

1 such time as Ms. Tran was deceased, in order to obtain personal control of the Net Profits  
2 Distribution.

3 44. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
4 have known that Ms. Tran had formed the Legacy Trust, and that upon her passing, the assets of  
5 Tran Enterprises would be liquidated and distributed to the Legacy Trust.

6 45. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
7 have known that pursuant to the terms of the Legacy Trust, he would receive a general bequest  
8 of \$2,000,000.00, an amount that is materially less than the value of the assets held by Tran  
9 Enterprises.

10 46. Mr. Lam, individually and as trustee of the Revocable Trust, knew or should  
11 have known that Mr. Kerr, as Trustee of the Legacy Trust and manager of Tran Enterprises,  
12 would initiate action to liquidate assets of Tran Enterprises in order to fund the Legacy Trust, in  
13 a timely and expedient matter.

14 47. Mr. Lam, as successor trustee of the Revocable Trust, has taken no action to  
15 liquidate assets of the Revocable Trust, as contemplated by the Revocable Trust documents.

16 48. Mr. Lam, as successor trustee of the Revocable Trust, has taken no action to  
17 distribute assets of the Revocable Trust to the Legacy Trust, if any, as contemplated by the  
18 Revocable Trust documents.

19 49. Tran Enterprises is informed and believes and thereupon alleges that Mr. Lam  
20 was not satisfied with the \$2,000,000 bequest he was to receive under the Legacy Trust.

21 50. Upon the payment from the Legacy Trust of the \$2,000,000.00, Mr. Lam,  
22 individually and as trustee of the Revocable Trust, knew or should have known that he would  
23 no longer have individual standing to contest actions taken by Tran Enterprises or Legacy Trust  
24 with respect to the liquidation of assets owned by Tran Enterprises or the Legacy Trust.

25 51. Tran Enterprises is informed and believes and thereupon alleges that Mr. Lam,  
26 individually and as trustee of the Revocable Trust, embarked upon a scheme to delay or prevent  
27 the assets of Tran Enterprises from being liquidated and distributed to the Legacy Trust.

28



1           52.     Tran Enterprises is informed and believes and thereupon alleges that Mr. Lam,  
2 individually and as trustee of the Revocable Trust, embarked upon a scheme to usurp control  
3 over Tran Enterprises, the Revocable Trust and the Legacy Trust in order to obtain additional  
4 money and property in excess of the \$2,000,000.00 he was otherwise entitled to receive.

5           53.     Tran Enterprises is informed and believes and thereupon alleges that, in  
6 furtherance of his scheme, Mr. Lam, individually and as trustee of the Revocable Trust,  
7 determined to take action to cause the removal of Mr. Kerr as manager of Tran Enterprises and  
8 as Trustee of the Legacy Trust.

9           54.     Tran Enterprises is informed and believes and thereupon alleges that, in  
10 furtherance of his scheme, Mr. Lam, individually and as trustee of the Revocable Trust,  
11 intentionally directed Big Teton to pay him the Net Profit Distribution, in order to circumvent  
12 the effort of Mr. Kerr to obtain funds to satisfy the terms of the Legacy Trust.

13           55.     As a direct and proximate result of Mr. Tran's action to divert the Net Profit  
14 Distribution, it is and was necessary for Tran Enterprises to enter into agreements for the sale of  
15 Tran Enterprises property in order to fund the Legacy Trust in an expedient and timely manner.

16           56.     On or about September 1, 2017, Third Party Defendants caused to be filed in the  
17 Clark County District Court, a Complaint entitled "Charles, individually and derivatively on  
18 behalf of Tran Enterprises, LLC, a Nevada limited liability company, and as Trustee of the NT  
19 Revocable Living Trust, dated the 15th day of October, 2009, Plaintiffs v. P. Sterling Kerr,  
20 individually and as manager of the Legacy Trust, dated the 15th day of October, 2009; Mary V.  
21 Kaufman, as Trustee of the NT Legacy Trust, dated the 15th day of October, 2009; and DOES I  
22 V individuals and ROE VI through X Corporations and Partnerships." (The "Lam/Kerr  
23 Action").

24           57.     On January 1, 2017, Third Party Defendants filed an Amended Complaint  
25 ("Lam/Kerr Amended Complaint") in the Lam/Kerr Action.

26           58.     In the Amended Complaint, Mr. Lam alleges that he is a 10% member of Tran  
27 Enterprises.

28           59.     Tran Enterprises is not a party to the Lam/Kerr Action.

1           60.     Mr. Lam is not, and never has been, a member or owner of Tran Enterprises.

2           61.     Prior to initiating the Lam/Kerr Action, Mr. Lam had never claimed to be a  
3 member or owner of Tran Enterprises.

4           62.     Prior to initiating the Lam/Kerr Action, Mr. Kerr advised Mr. Lam that Tran  
5 Enterprises was selling property owned by Tran Enterprises.

6           63.     Prior to the commencement of the Lam/Kerr Action, Tran Enterprises sold  
7 certain real property owned by Tran Enterprises.

8           64.     Mr. Lam, as successor trustee of the Revocable Trust, has taken no action to  
9 liquidate assets of the Revocable Trust, as ordered by the Court in the Lam/KerrAction on  
10 November 17, 2017.

11          65.     As a result of the Lam/Kerr Action, Mr. Kerr has been prevented from taking  
12 any action that would result in the sale by Tran Enterprises of property that it owns, without  
13 approval from the Judge presiding in the Lam/Kerr Action.

14          66.     As a direct and proximate the Lam/Kerr Action, Tran Enterprises is prevented  
15 from taking any action that would result in the sale of property owned by Tran Enterprises,  
16 without approval from the Judge presiding in the Lam/Kerr Action.

17          67.     Edward Homes has filed a Complaint in the Clark County District Court  
18 alleging that Tran Enterprises has breached three (3) purchase and sale agreements for the sale  
19 to Edward Homes of certain real property owned by Tran Enterprises.

20          68.     Edward Homes alleges, in relevant part, that Tran Enterprises will not close  
21 escrow and complete the sale to Edward Homes of certain real property owned by Tran  
22 Enterprises.

23          69.     Tran Enterprises has been compelled to retain the services of an attorney and  
24 has incurred attorney's fees and costs as a result of the foregoing conduct.

25  
26  
27  
28

**FIRST CLAIM FOR RELIEF**

**(Intentional Interference with Contractual Relations)**

70. Tran Enterprises repeats, realleges and incorporated all of the allegations contained in the preceding paragraphs as though fully set forth herein.

71. Mr. Lam, individually and as trustee of the Revocable Trust, knew that Tran Enterprises had entered into, or intended to enter into agreements for the sale of property owned by Tran Enterprises.

72. Mr. Lam, individually and as trustee of the Revocable Trust, intentionally and wrongfully engaged in conduct and communications with the express intent to disrupt the contractual relationship between Tran Enterprises and Edward Homes.

73. Mr. Lam, individually and as trustee of the Revocable Trust, have intentionally and wrongfully engaged in conduct and communications with the express intent to cause a default under the terms of the Commercial Purchase and Sale Agreement and Joint Escrow Instructions, to the damage and detriment of Tran Enterprises.

74. Third Party Defendants' conduct and communications were done with the intent to interfere with, and to cause damage and harm to Tran Enterprises' credibility and ability to conduct business.

75. Third Party Defendants' conduct and communications were done with the intent to interfere with, and to cause damage and harm in order to carry out his scheme to wrongfully usurp control over Tran Enterprises.

76. Third Party Defendants' conduct and communications were done with the intent to interfere with, and to cause damage and harm in order to carry out his scheme to obtain additional profit and benefit over and above the \$2,000,000 specific bequest provided under the Legacy Trust documents.

77. As a direct and proximate result of Mr. Lam's actions, , individually and as trustee of the Revocable Trust, Tran Enterprises has incurred damages in excess of \$15,000, and Tran Enterprises is entitled to punitive and exemplary damages, in an amount to be proven at trial.

1 78. Tran Enterprises is entitled to reasonable attorney's fees and costs incurred  
2 herein according to proof at the time of trial.

3  
4 **SECOND CLAIM FOR RELIEF**

5 **(Equitable or Implied Indemnity)**

6 79. Tran Enterprises repeats, realleges and incorporated all of the allegations  
7 contained in the preceding paragraphs as though fully set forth herein.

8 80. Edward Homes has filed a Complaint and commenced an action alleging breach  
9 of contract and seeking an award against Tran Enterprises of monetary damages in excess of  
10 \$10,000.

11 81. The alleged damages claimed to be owed by Tran Enterprises, if any, are the  
12 direct and proximate result of the intentional and wrongful actions of Mr. Lam, individually and  
13 as trustee of the Revocable Trust.

14 82. But for the intentional and wrongful actions of Mr. Lam, individually and as  
15 trustee of the Revocable Trust, Tran Enterprises would not be subject to a claim for damages by  
16 Edward Homes.

17 83. Tran Enterprises has been compelled to retain legal counsel and to incur  
18 additional expenses to defend the allegations of Edward Homes.

19 84. Tran Enterprises is entitled to equitable indemnification for all monies it has  
20 expended to defend against the Edward Homes allegations.

21 85. Tran Enterprises is entitled to equitable indemnification for any and all  
22 damages which Tran Enterprises may become obligated if Edward Homes prevails.

23 86. Tran Enterprises has incurred, or may incur, damages in excess of \$15,000, for  
24 which damages it is entitled to indemnification from Mr. Lam, individually and as trustee of the  
25 Revocable Trust.

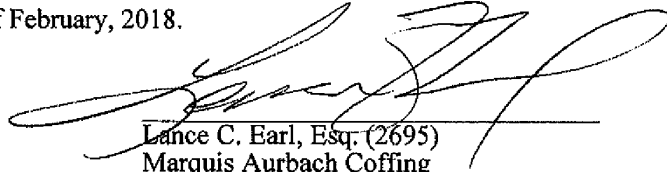
26  
27 WHEREFORE, Tran Enterprises prays for relief against Third-party Defendants,  
28 Charles Lam, individually, and as Trustee of the NT Revocable Living Trust:

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1. For an award of damages in excess of \$15,000;
2. For an award of punitive and exemplary damages in an amount to be proven at trial;
3. For his attorneys fees and costs of Court; and
4. For such other and further relief as the Court may deem appropriate.

DATED this 15th day of February, 2018.



Lance C. Earl, Esq. (2695)  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
*Attorneys for Tran Enterprises, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 15th day of February, 2018, a true and correct copy of the foregoing **DEFENDANT TRAN ENTERPRISES, LLC'S ANSWER TO PLAINTIFF'S COMPLAINT; THIRD PARTY COMPLAINT** was served by the following method(s):

☒ **Electronic:** by submitting electronically for filing and/or service with the Eighth Judicial District Court's Odyssey eFileNV Electronic Filing system and serving all parties with an email address on record, as indicated below, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. That date and time of the electronic proof of service in place of the date and place of deposit in the U.S. Mail.

☒ **U.S. Mail:** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Robert J. Walsh, Esq.  
Matthew P. Pawlowski, Esq.  
WALSH & FRIEDMAN, LTD.  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
Tel: (702) 474-4660  
Fax: (702) 474-4664

*Attorneys for Edward Homes, Inc.*

☒ **Email:** by electronically delivering a copy via email to the following e-mail address:

*mpp@walshandfriedman.com*

☐ **Facsimile:** by faxing a copy to the following numbers referenced below:

  
An Employee of Marquis Aurbach Coffing

10569134\_1

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

**Marquis Aurbach Coffing**  
Lance C. Earl, Esq.  
Nevada Bar No: 2695  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
Facsimile: (702) 382-5813  
learl@maclaw.com

**HOLLAND & HART LLP**  
Lars K. Evensen, Esq.  
Nevada Bar No: 8061  
9555 Hillwood Dr., 2nd Floor  
Las Vegas, NV 89134  
Telephone: 702-669-4600  
Facsimile: 702-669-4650  
LKEvensen@hollandhart.com

*Attorneys for Tran Enterprises, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

EDWARD HOMES, INC., a Nevada  
Corporation,

Plaintiffs,

v.

TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company, DOE INDIVIDUALS I  
through X, inclusive and ROE ENTITIES I  
through x, inclusive,

Defendants.

\_\_\_\_\_  
TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company,

Third Party Plaintiff,

v.

CHARLES LAM, individually, and as Trustee of  
the NT Revocable Living Trust dated the 15th  
day of October 2009,

Third Party Defendants.

Case No. : A-17-766466-C  
Dept. No. : XXXI

**SUMMONS - CIVIL**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**CHARLES LAM, AS TRUSTEE OF THE NT REVOCABLE LIVING TRUST DATED  
THE 15TH DAY OF OCTOBER 2009**

**TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:
  - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
  - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after

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MARQUIS AURBACH COFFING

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 service of this Summons within which to file an Answer or other responsive  
2 pleading to the Complaint.

3 STEVEN D. GRIERSON  
4 CLERK OF COURT

3/9/2018

5 By: 

6 Deputy Clerk  
7 Regional Justice Center  
200 Lewis Avenue  
Las Vegas, NV 89155

Date  
Ondina Amos

8 Issued at the direction of:

9 MARQUIS AURBACH COFFING

10  
11 By: 

12 Lance C. Earl, Esq. (2695)  
13 Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
14 Attorney for Tran Enterprises, LLC

MARQUIS AURBACH COFFING

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

**Marquis Aurbach Coffing**

Lance C. Earl, Esq.  
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Telephone: (702) 382-0711  
Facsimile: (702) 382-5813  
learl@maclaw.com

**HOLLAND & HART LLP**

Lars K. Evensen, Esq.  
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9555 Hillwood Dr., 2nd Floor  
Las Vegas, NV 89134  
Telephone: 702-669-4600  
Facsimile: 702-669-4650  
LKEvensen@hollandhart.com

*Attorneys for Tran Enterprises, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

EDWARD HOMES, INC., a Nevada  
Corporation,

Plaintiffs,

v.

TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company, DOE INDIVIDUALS I  
through X, inclusive and ROE ENTITIES I  
through x, inclusive,

Defendants.

\_\_\_\_\_  
TRAN ENTERPRISES, LLC, a Nevada Limited  
Liability Company,

Third Party Plaintiff,

v.

CHARLES LAM, individually, and as Trustee of  
the NT Revocable Living Trust dated the 15th  
day of October 2009,

Third Party Defendants.

Case No. : A-17-766466-C  
Dept. No. : XXXI

**SUMMONS - CIVIL**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

**CHARLES LAM, INDIVIDUALLY**

**TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:
  - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
  - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after

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MARQUIS AURBACH COFFING

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 362-0711 FAX: (702) 362-5816

1 service of this Summons within which to file an Answer or other responsive  
2 pleading to the Complaint.

3 STEVEN D. GRIERSON  
4 CLERK OF COURT

3/9/2018

5 By:

6 Deputy Clerk Date  
7 Regional Justice Center Ondina Amos  
8 200 Lewis Avenue  
9 Las Vegas, NV 89155

10 Issued at the direction of:

11 MARQUIS AURBACH COFFING

12 By:

13 Laneé C. Earl, Esq. (2595)  
14 Marquis Aurbach Coffing  
15 10001 Park Run Drive  
16 Las Vegas, Nevada 89145  
17 Attorney for Tran Enterprises, LLC



1 **NNOP**

2 Lars K. Evensen, Esq.  
3 Nevada Bar No: 8061  
4 HOLLAND & HART LLP  
5 9555 Hillwood Dr., 2nd Floor  
6 Las Vegas, NV 89134  
7 P: 702-669-4600  
8 F: 702-669-4650  
9 [LKEvensen@hollandhart.com](mailto:LKEvensen@hollandhart.com)

6 Lance C. Earl, Esq.  
7 Nevada Bar No.: 2695  
8 MARQUIS AURBACH COFFING  
9 10001 Park Run Drive  
10 Las Vegas, Nevada 89145  
11 Tel: (702) 382-0711  
12 Fax: (702) 382-5813  
13 [learl@maclaw.com](mailto:learl@maclaw.com)

10 Mark A. Solomon, Esq.  
11 Alexander G. LeVeque, Esq.  
12 SOLOMON DWIGGINS & FREER, LTD.  
13 9060 West Cheyenne Avenue  
14 Las Vegas, Nevada 89129  
15 Tel: (702) 853-5483  
16 Fax: (702) 853-5485  
17 [msolomon@sdfnvlaw.com](mailto:msolomon@sdfnvlaw.com)  
18 [aleveque@sdfnvlaw.com](mailto:aleveque@sdfnvlaw.com)

15 *Attorneys for P. Sterling Kerr,  
16 Nhu Tran Foundation, Inc. and  
17 Tran Enterprises, LLC*

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 CHARLES LAM, individually and derivatively  
21 on behalf of TRAN ENTERPRISES, LLC, a  
22 Nevada Limited Liability Company, and as  
23 Trustee of the NT REVOCABLE LIVING  
24 TRUST, dated the 15<sup>th</sup> day of October, 2009,

25 Plaintiffs,

26 v.

27 P. STERLING KERR, individually and as  
28 Trustee of the NT LEGACY TRUST, dated the  
15<sup>th</sup> day of October, 2009; NHU TRAN  
FOUNDATION, INC., a Nevada non-profit  
corporation; and DOES I through V  
individuals; and ROE VI through X  
Corporations and Partnerships,

Case No. : A-17-760853-B  
Dept. No. : XIII

*Consolidated with:*

Case No. P-17-093391-T  
Case No. P-17-093258-T

**NOTICE OF NON-OPPOSITION TO  
MOTION TO CONSOLIDATE AND  
PROPOSED ORDER**

***EDWARD v. TRAN ENTERPRISES, et.al.***  
**CASE NO. A-17-766466-C**  
**DEPT. No. XXXI**

1  
2 Defendants.  
3 In the matter of the  
4 NT LEGACY TRUST, dated October 15, 2009  
5 In the matter of the  
6 NT REVOCABLE LIVING TRUST, dated  
7 October 15, 2009.  
8 EDWARD HOMES, INC., a Nevada  
9 Corporation,  
10 Plaintiffs,  
11 v.  
12 TRAN ENTERPRISES, LLC, a Nevada  
13 Limited Liability Company, DOE  
14 INDIVIDUALS I through X, inclusive and  
15 ROE ENTITIES I through x, inclusive,  
16 Defendants.  
17 /  
18 TRAN ENTERPRISES, LLC, a Nevada  
19 Limited Liability Company,  
20 Third Party Plaintiff,  
21 v.  
22 CHARLES LAM, individually, and as Trustee  
23 of the NR Revocable Living Trust dated the  
24 15th day of October 2009,  
25 Third Party Defendants.

Case No. : A-17-766466-C  
Dept. No. : XXXI

25 PLEASE TAKE NOTICE that the Motion to Consolidate (the "Motion") filed by  
26 Defendants P. STERLING KERR, individually and as Trustee of the NT LEGACY TRUST  
27 dated October 15, 2009, and Nhu Tran Foundation, Inc., a Nevada non-profit corporation and  
28 Manager of Tran Enterprises, LLC ("Tran Enterprises") (collectively "Legacy Trust") is

1 unopposed. The Motion was filed and electronically served on March 2, 2018, and sought to  
2 consolidate the matter of *Edward v. Tran Enterprises, et al.*, case no. A-17-766466-C with this  
3 proceeding. In accordance with local rules, an opposition was required to be filed and served no  
4 later than March 19, 2018. However, no such opposition has been filed.

5 In addition, Counsel for Plaintiffs in the main case, Michael Oakes, Esq. has confirmed  
6 they do not object to the consolidation. Attached hereto as **Exhibit 1** is an email from Michael  
7 Oakes, Esq.

8 Likewise, Counsel for Plaintiffs in the case to be consolidated, Mathew Pawlowski, Esq.,  
9 had confirmed they do not object to the consolidation. Attached hereto as **Exhibit 2** is an email  
10 from Mathew Pawlowski, Esq.

11 Finally, failure to timely file and serve a written opposition may be construed as an  
12 admission that the motion is meritorious and that the non-moving party consents to the granting  
13 of same. EDCR 2.20(e).

14 Accordingly, Legacy Trust respectfully requests that this Court grant its Motion to  
15 Consolidate and vacate the hearing date of April 5, 2018. Attached hereto as **Exhibit 3** is a  
16 proposed Order granting the motion.

17 Legacy Trust thanks the Court for its time and attention to this matter.

18 DATED this March 21, 2018.

19 /s/ Lars K. Evensen

Lars K. Evensen, Esq. (8061)  
Holland & Hart LLP  
9555 Hillwood Drive, 2nd Floor  
Las Vegas, Nevada 89134

22 Lance C. Earl, Esq.  
Nevada Bar No.: 2695  
Marquis Aurbach Coffing  
10001 Park Run Drive  
Las Vegas, Nevada 89145

25 Mark A. Solomon, Esq.  
Alexander G. LeVeque, Esq.  
Solomon Dwiggin & Freer, Ltd.  
9060 West Cheyenne Avenue  
Las Vegas, Nevada 89129

28 *Attorneys for P. Sterling Kerr, Nhu Tran  
Foundation, Inc. and Tran Enterprises, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 21st day of March, 2018, a true and correct copy of the foregoing **NOTICE OF NON-OPPOSITION TO MOTION TO CONSOLIDATE** was served by the following method(s):

☒ **Electronic:** by submitting electronically for filing and/or service with the Eighth Judicial District Court's Odyssey eFileNV Electronic Filing system and serving all parties with an email address on record, as indicated below, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. That date and time of the electronic proof of service in place of the date and place of deposit in the U.S. Mail.

J. Michael Oakes, Esq.  
FOLEY & OAKS, PC  
626 So. 8<sup>th</sup> Street  
Las Vegas, NV 89101  
Email: [mike@foleyoakes.com](mailto:mike@foleyoakes.com)

*Attorneys for Plaintiffs*

Robert J. Walsh, Esq.  
Matthew P. Pawlowski, Esq.  
WALSH & FRIEDMAN, LTD.  
400 S. Maryland Parkway  
Las Vegas, NV 89101

*Attorneys for Edward Homes, Inc.*

☒ **U.S. Mail:** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Charles Lam  
P.O. Box 27738  
Las Vegas, Nevada 89126

/s/ Susann Thompson  
An Employee of Holland & Hart LLP

10795005\_1



# **EXHIBIT “1”**

## Susann Thompson

---

**From:** Lars Evensen  
**Sent:** Tuesday, March 20, 2018 4:15 PM  
**To:** Mike Oakes  
**Cc:** Lance C. Earl; Susann Thompson  
**Subject:** RE: Motion to Consolidate - Edwards v. Tran

Mike –

Thanks I will attach your email to the notice of non-opposition.

Lars

**From:** Mike Oakes [mailto:mike@foleyoakes.com]  
**Sent:** Tuesday, March 20, 2018 2:29 PM  
**To:** Lars Evensen <LKEvensen@hollandhart.com>  
**Cc:** Lance C. Earl <learl@maclaw.com>  
**Subject:** RE: Motion to Consolidate - Edwards v. Tran

I am not opposing it, but I don't want to put in time on it. You can do a notice of non-opposition, or just show up at the hearing.

Thanks for checking. I appreciate that.

**From:** Lars Evensen [mailto:LKEvensen@hollandhart.com]  
**Sent:** Tuesday, March 20, 2018 2:08 PM  
**To:** Mike Oakes  
**Cc:** Lance C. Earl  
**Subject:** Motion to Consolidate - Edwards v. Tran

Mike –

I did not see yesterday an opposition to the motion to consolidate the Edwards v. Tran matter with our matter.

Will you stipulate to the consolidation?

OR do you want to put on the same calendar as all the other motions? If so, will you draft the stipulation.

Sincerely -

---

Lars Evensen  
Partner  
9555 Hillwood Drive, 2nd Floor, Las Vegas, NV 89134  
T 702.669.4631

**HOLLAND & HART** 



CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this e-mail.

# **EXHIBIT “2”**

**Susann Thompson**

---

**From:** mpp@walshandfriedman.com  
**Sent:** Wednesday, March 21, 2018 11:53 AM  
**To:** Lars Evensen; Susann Thompson  
**Subject:** RE: Motion to Consolidate

Hi Lars -

I apologize but I did not see the Motion come through via e-service to me. I will get a joinder and notice of non-opposition on file today.

Matthew P. Pawlowski, Esq.  
Walsh & Friedman, Ltd.  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
Phone: (702) 474-4660  
Fax: (702) 474-4664  
E-mail: mpp@walshandfriedman.com

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

**Subject:** RE: Motion to Consolidate  
**From:** Lars Evensen <LKEvensen@hollandhart.com>  
**Date:** Wed, March 21, 2018 10:38 am  
**To:** "mpp@walshandfriedman.com" <mpp@walshandfriedman.com>, Susann Thompson <SThompson@hollandhart.com>  
**Cc:** Susann Thompson <SThompson@hollandhart.com>

Matt -

Did you file anything? If not can your just confirm for me that you consent to the consolidation. I will file an notice non-opposition, and attached your email saying you do not object, so we can avoid the hearing.

Lars

**From:** mpp@walshandfriedman.com [<mailto:mpp@walshandfriedman.com>]  
**Sent:** Monday, March 5, 2018 8:46 AM  
**To:** Susann Thompson <SThompson@hollandhart.com>  
**Cc:** Lars Evensen <LKEvensen@hollandhart.com>  
**Subject:** RE: Motion to Consolidate

I will get that done immediately. Apologies for the oversight.

Matthew P. Pawlowski, Esq.  
Walsh & Friedman, Ltd.  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
Phone: (702) 474-4660  
Fax: (702) 474-4664  
E-mail: [mpp@walshandfriedman.com](mailto:mpp@walshandfriedman.com)

# **EXHIBIT “3”**

1 **OGM**

2 Lars K. Evensen, Esq.  
3 Nevada Bar No: 8061  
4 HOLLAND & HART LLP  
5 9555 Hillwood Dr., 2nd Floor  
6 Las Vegas, NV 89134  
7 P: 702-669-4600  
8 F: 702-669-4650  
9 [LKEvensen@hollandhart.com](mailto:LKEvensen@hollandhart.com)

6 Lance C. Earl, Esq.  
7 Nevada Bar No.: 2695  
8 MARQUIS AURBACH COFFING  
9 10001 Park Run Drive  
10 Las Vegas, Nevada 89145  
11 Tel: (702) 382-0711  
12 Fax: (702) 382-5813  
13 [learl@maclaw.com](mailto:learl@maclaw.com)

10 Mark A. Solomon, Esq.  
11 Alexander G. LeVeque, Esq.  
12 SOLOMON DWIGGINS & FREER, LTD.  
13 9060 West Cheyenne Avenue  
14 Las Vegas, Nevada 89129  
15 Tel: (702) 853-5483  
16 Fax: (702) 853-5485  
17 [msolomon@sdfnvlaw.com](mailto:msolomon@sdfnvlaw.com)  
18 [aleveque@sdfnvlaw.com](mailto:aleveque@sdfnvlaw.com)

15 *Attorneys for P. Sterling Kerr,*  
16 *Nhu Tran Foundation, Inc. and*  
17 *Tran Enterprises, LLC*

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 CHARLES LAM, individually and derivatively  
21 on behalf of TRAN ENTERPRISES, LLC, a  
22 Nevada Limited Liability Company, and as  
23 Trustee of the NT REVOCABLE LIVING  
24 TRUST, dated the 15<sup>th</sup> day of October, 2009,

25 Plaintiffs,

26 v.

27 P. STERLING KERR, individually and as  
28 Trustee of the NT LEGACY TRUST, dated the  
15<sup>th</sup> day of October, 2009; NHU TRAN  
FOUNDATION, INC., a Nevada non-profit  
corporation; and DOES I through V  
individuals; and ROE VI through X  
Corporations and Partnerships,

Case No. : A-17-760853-B  
Dept. No. : XIII

*Consolidated with:*

Case No. P-17-093391-T  
Case No. P-17-093258-T

**ORDER GRANTING  
MOTION TO CONSOLIDATE**

***EDWARD v. TRAN ENTERPRISES, et.al.***  
**CASE NO. A-17-766466-C**  
**DEPT. No. XXXI**

1  
2 Defendants.  
3 In the matter of the  
4 NT LEGACY TRUST, dated October 15, 2009  
5 In the matter of the  
6 NT REVOCABLE LIVING TRUST, dated  
7 October 15, 2009.  
8 EDWARD HOMES, INC., a Nevada  
9 Corporation,  
10 Plaintiffs,  
11 v.  
12 TRAN ENTERPRISES, LLC, a Nevada  
13 Limited Liability Company, DOE  
14 INDIVIDUALS I through X, inclusive and  
15 ROE ENTITIES I through x, inclusive,  
16 Defendants.  
17 /  
18 TRAN ENTERPRISES, LLC, a Nevada  
19 Limited Liability Company,  
20 Third Party Plaintiff,  
21 v.  
22 CHARLES LAM, individually, and as Trustee  
23 of the NR Revocable Living Trust dated the  
24 15th day of October 2009,  
25 Third Party Defendants.

Case No. : A-17-766466-C  
Dept. No. : XXXI

25 THIS COURT, having considered Defendants P. STERLING KERR, individually and  
26 as Trustee of the NT LEGACY TRUST dated October 15, 2009, and Nhu Tran Foundation,  
27 Inc., a Nevada non-profit corporation and Manager of Tran Enterprises, LLC Motion to  
28 consolidate with this matter the matter of *Edward v. Tran Enterprises, et. al.*, case no. A-17-

1 766466-C, currently before Department No. 31, under NRCP 42(a) and EDCR 2.50, there being  
2 no timely opposition and for good cause showing:

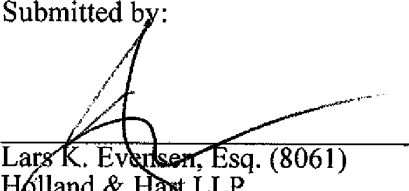
3 **HEREBY GRANTS AND ORDERS** the motion to consolidate case no. A-17-766466-  
4 C with this consolidated matter A-17-760853-B. As case no. A-17-760853-B is the lower case  
5 number, all matter shall be heard by Department No. 13.

6 IT IS SO ORDERED.

7 DATED this \_\_\_\_ day of March, 2018.

8  
9  
10 DISTRICT COURT JUDGE

11 Submitted by:

12  
13   
14 Lars K. Evensen, Esq. (8061)  
15 Holland & Hart LLP  
16 9555 Hillwood Drive, 2nd Floor  
17 Las Vegas, Nevada 89134

18 10795565\_1  
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CLERK OF THE COURT  
*Alvin B. Hanson*

**ROBERT J. WALSH, ESQ.**  
Nevada Bar No.: 003836  
**MATTHEW P. PAWLOWSKI, ESQ.**  
Nevada Bar No.: 009889  
**WALSH & FRIEDMAN, LTD.**  
400 South Maryland Parkway  
Las Vegas, Nevada 89101  
Phone: (702) 474-4660  
*Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

EDWARD HOMES, INC., a Nevada Corporation.

Plaintiff,

vs.

TRAN ENTERPRISES, LLC, a Nevada  
Limited Liability Company; DOE  
INDIVIDUALS I through X, inclusive and  
ROE ENTITIES I through X, inclusive,

Defendants.

CASE NO.: A-17-766466-C

DEPT. NO.: XXXI

**PLAINTIFF'S NOTICE OF NON-  
OPPOSITION AND JOINDER TO  
DEFENDANT TRAN ENTERPRISES,  
LLC'S MOTION TO CONSOLIDATE  
CASES**

TRAN ENTERPRISES, LLC, a Nevada  
Limited Liability Company,

Third Party Plaintiff,

Vs.

CHARLES LAM, individually,

Third Party Defendant.

COMES NOW, Plaintiff EDWARD HOMES, INC., a Nevada Corporation, by and through its attorneys, ROBERT J. WALSH, ESQ. and MATTHEW P. PAWLOWSKI, ESQ.,

WALSH & FRIEDMAN, LTD.  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660

1 of WALSH & FRIEDMAN, LTD., and hereby submits this Notice of Non-Opposition to  
2 Defendant TRAN ENTERPRISES, LLC'S Motion to Consolidate, as follows:

3 After review of Defendant's pleading, as well as the points and authorities, Plaintiff  
4 believes that consolidation of this action, Plaintiff Edward Homes, Inc. does not oppose the  
5 Motion to Consolidate Cases, as filed by the Defendant and joins in the legal points,  
6 authorities and arguments in support thereof.  
7

8 As such, Plaintiff respectfully submits that Defendant Tran Enterprises, LLC's Motion  
9 to Consolidate Cases should be granted in its entirety.

10 DATED: This 21 day of March, 2018.  
11

12 **WALSH & FRIEDMAN, LTD.**

13 

14 **MATTHEW P. PAWLOWSKI, ESQ.**

15 Nevada Bar No. 009889  
16 400 South Maryland Parkway  
17 Las Vegas, NV 89101  
18 *Attorney for Plaintiff*  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that the foregoing **PLAINTIFF'S NOTICE OF NON-OPPOSITION AND JOINDER TO DEFENDANT TRAN ENTERPRISES, LLC'S MOTION TO CONSOLIDATE CASES** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the \_\_\_\_ day of March, 2018. Electronic service of the foregoing document was made in accordance with the all parties listed on the Wiznet e-service list associated with the subject litigation<sup>1</sup>.

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

n/a

/s/ Christine Moreno  
Christine Moreno, an employee of  
WALSH & FRIEDMAN, LTD.

<sup>1</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).



DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*

EDWARD HOMES INC, PLAINTIFF(S)

VS.

TRAN ENTERPRISES LLC, DEFENDANT(S)

Case No.: A-17-766466-C

A-17-760853-B

DEPARTMENT 13

**NOTICE OF DEPARTMENT REASSIGNMENT**

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly reassigned to  
Judge Mark R. Denton.

☒ This reassignment is due to: Per 4/3/18 Minute Order. See Order in file.

ANY TRIAL DATE AND ASSOCIATED TRIAL HEARINGS STAND BUT MAY BE RESET BY THE  
NEW DEPARTMENT. PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE  
FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Miriam Vazquez

Miriam Vazquez, Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

I hereby certify that this 3rd day of April, 2018

☒ The foregoing Notice of Department Reassignment was electronically served to all registered  
parties for case number A-17-766466-C.

/s/ Miriam Vazquez

Miriam Vazquez, Deputy Clerk of the Court



1 **OGM**

2 Lars K. Evensen, Esq.  
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4 HOLLAND & HART LLP  
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10 Lance C. Earl, Esq.  
11 Nevada Bar No.: 2695  
12 MARQUIS AURBACH COFFING  
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18 Mark A. Solomon, Esq.  
19 Alexander G. LeVeque, Esq.  
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25 [msolomon@sdfnvlaw.com](mailto:msolomon@sdfnvlaw.com)  
26 [aleveque@sdfnvlaw.com](mailto:aleveque@sdfnvlaw.com)

27 *Attorneys for P. Sterling Kerr,*  
28 *Nhu Tran Foundation, Inc. and*  
*Tran Enterprises, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

20 CHARLES LAM, individually and derivatively  
21 on behalf of TRAN ENTERPRISES, LLC, a  
22 Nevada Limited Liability Company, and as  
23 Trustee of the NT REVOCABLE LIVING  
24 TRUST, dated the 15<sup>th</sup> day of October, 2009,

25 Plaintiffs,

26 v.

27 P. STERLING KERR, individually and as  
28 Trustee of the NT LEGACY TRUST, dated the  
15<sup>th</sup> day of October, 2009; NHU TRAN  
FOUNDATION, INC., a Nevada non-profit  
corporation; and DOES I through V  
individuals; and ROE VI through X  
Corporations and Partnerships,

Case No. : A-17-760853-B  
Dept. No. : XIII

*Consolidated with:*

Case No. P-17-093391-T  
Case No. P-17-093258-T

**ORDER GRANTING  
MOTION TO CONSOLIDATE**

***EDWARD v. TRAN ENTERPRISES, et.al.***  
**CASE NO. A-17-766466-C**  
**DEPT. No. XXXI**

RECEIVED

MAR 22 2018

DISTRICT COURT DEPT# 13

HOLLAND & HART LLP  
9555 Hillwood Drive, Second Floor  
LAS VEGAS, NV 89134

1  
2 Defendants.

3 In the matter of the  
4 NT LEGACY TRUST, dated October 15, 2009

5 In the matter of the  
6 NT REVOCABLE LIVING TRUST, dated  
7 October 15, 2009.

8 EDWARD HOMES, INC., a Nevada  
9 Corporation,

10 Plaintiffs,

11 v.

12 TRAN ENTERPRISES, LLC, a Nevada  
13 Limited Liability Company, DOE  
14 INDIVIDUALS I through X, inclusive and  
15 ROE ENTITIES I through x, inclusive,

16 Defendants.

17 TRAN ENTERPRISES, LLC, a Nevada  
18 Limited Liability Company,

19 Third Party Plaintiff,

20 v.

21 CHARLES LAM, individually, and as Trustee  
22 of the NR Revocable Living Trust dated the  
23 15th day of October 2009,

24 Third Party Defendants.

Case No. : A-17-766466-C  
Dept. No. : XXXI

25 THIS COURT, having considered Defendants P. STERLING KERR, individually and  
26 as Trustee of the NT LEGACY TRUST dated October 15, 2009, and Nhu Tran Foundation,  
27 Inc., a Nevada non-profit corporation and Manager of Tran Enterprises, LLC Motion to  
28 consolidate with this matter the matter of *Edward v. Tran Enterprises, et. al.*, case no. A-17-

1 766466-C, currently before Department No. 31, under NRCP 42(a) and EDCR 2.50, there being  
2 no timely opposition and for good cause showing:

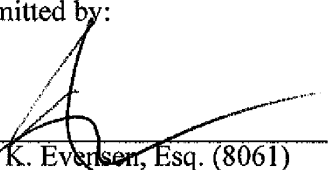
3 **HEREBY GRANTS AND ORDERS** the motion to consolidate case no. A-17-766466-  
4 C with this consolidated matter A-17-760853-B. As case no. A-17-760853-B is the lower case  
5 number, all matter shall be heard by Department No. 13.

6 IT IS SO ORDERED.

7 DATED this 2<sup>nd</sup> day of April, 2018.

8   
9  
10 DISTRICT COURT JUDGE

11 Submitted by:

12   
13  
14 Lars K. Evensen, Esq. (8061)  
15 Holland & Hart LLP  
16 9555 Hillwood Drive, 2nd Floor  
17 Las Vegas, Nevada 89134

18 10795565\_1  
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1 **LISP**  
2 **MATTHEW P. PAWLOWSKI, ESQ.**  
3 Nevada Bar No.: 009889  
4 mpp@walshandfriedman.com  
5 **WALSH & FRIEDMAN, LTD.**  
6 400 S. Maryland Parkway  
7 Las Vegas, NV 89101  
8 Phone: (702) 474-4660  
9 Fax: (702) 474-4664  
10 *Attorneys for Plaintiff*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 EDWARD HOMES, INC., a Nevada  
14 Corporation,

15 Plaintiff,

16 vs.

17 TRAN ENTERPRISES, LLC, a Nevada  
18 Limited Liability Company; DOE  
19 INDIVIDUALS I through X, inclusive and  
20 ROE ENTITIES I through X, inclusive,

21 Defendants.

) CASE NO.: A-17-766466-C

) DEPT. NO.: XXXI

) CONSOLIDATED WITH CASE NOS.:

) A-17-760853-B

) P-17-093391-T

) P-17-093258-T

22 **RELEASE OF LIS PENDENS**  
23 **PURSUANT TO NRS 14.010**

24 NOTICE IS HEREBY GIVEN that Plaintiff EDWARD HOMES, INC. hereby  
25 RELEASES the lis pendens previously recorded against the real property described in  
26 Plaintiff's complaint and affected by the action, located in Clark County, Nevada and is  
27 commonly known as: Clark County, Nevada Assessor's Parcel No. 177-17-701-011, and is  
28 more particularly described as:

PT NW4 SE4 SEC 17 22 61

WALSH & FRIEDMAN, LTD  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660



1 Plaintiff EDWARD HOMES, INC. hereby acknowledges and consents to the release  
2 of said lis pendens in its entirety.  
3

4 DATED: This 22 day of October, 2018.  
5  
6

7 **WALSH & FRIEDMAN, LTD.**

8 

9 **MATTHEW P. PAWLOWSKI, ESQ.**

10 Nevada Bar No. 009889

11 400 South Maryland Parkway

12 Las Vegas, Nevada 89101

13 *Attorneys for Plaintiff*  
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1 **LISP**  
2 **MATTHEW P. PAWLOWSKI, ESQ.**  
3 Nevada Bar No.: 009889  
4 mpp@walshandfriedman.com  
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7 Las Vegas, NV 89101  
8 Phone: (702) 474-4660  
9 Fax: (702) 474-4664  
10 *Attorneys for Plaintiff*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 EDWARD HOMES, INC., a Nevada  
14 Corporation,

15 Plaintiff,

16 vs.

17 TRAN ENTERPRISES, LLC, a Nevada  
18 Limited Liability Company; DOE  
19 INDIVIDUALS I through X, inclusive and  
20 ROE ENTITIES I through X, inclusive,

21 Defendants.

) CASE NO.: A-17-766466-C

) DEPT. NO.: XXXI

) CONSOLIDATED WITH CASE NOS.:

) A-17-760853-B

) P-17-093391-T

) P-17-093258-T

22 **RELEASE OF LIS PENDENS**  
23 **PURSUANT TO NRS 14.010**

24 NOTICE IS HEREBY GIVEN that Plaintiff EDWARD HOMES, INC. hereby  
25 RELEASES the lis pendens previously recorded against the real property described in  
26 Plaintiff's complaint and affected by the action, located in Clark County, Nevada and is  
27 commonly known as: Clark County, Nevada Assessor's Parcel No. 177-17-701-012, and is  
28 more particularly described as:

PT NW4 SE4 SEC 17 22 61

WALSH & FRIEDMAN, LTD  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660

1        Said Notice of Lis Pendens was recorded on January 4, 2018, as Instrument No.  
2        20180104-0000443, Receipt No. 3288424. Plaintiff EDWARD HOMES, INC. hereby  
3        acknowledges and consents to the release of said lis pendens in its entirety.  
4

5        DATED: This 22 day of October, 2018.  
6

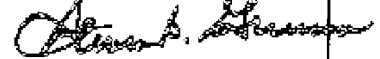
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8        **WALSH & FRIEDMAN, LTD.**

9        

10       **MATTHEW P. PAWLOWSKI, ESQ.**

11       Nevada Bar No. 009889  
12       400 South Maryland Parkway  
13       Las Vegas, Nevada 89101  
14       *Attorneys for Plaintiff*

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Phone: (702) 474-4660  
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Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

EDWARD HOMES, INC., a Nevada Corporation,	)	CASE NO.: A-17-766466-C
	)	
Plaintiff,	)	DEPT. NO.: XXXI
	)	
vs.	)	CONSOLIDATED WITH CASE NOS.:
	)	
TRAN ENTERPRISES, LLC, a Nevada Limited Liability Company; DOE	)	A-17-760853-B
INDIVIDUALS I through X, inclusive and	)	P-17-093391-T
ROE ENTITIES I through X, inclusive,	)	P-17-093258-T
	)	
Defendants.	)	RELEASE OF LIS PENDENS
	)	PURSUANT TO NRS 14.010
	)	

NOTICE IS HEREBY GIVEN that Plaintiff EDWARD HOMES, INC. hereby RELEASES the lis pendens previously recorded against the real property described in Plaintiff's complaint and affected by the action, located in Clark County, Nevada and is commonly known as: Clark County, Nevada Assessor's Parcel No. 177-17-701-013, and is more particularly described as:

PT NW4 SE4 SEC 17 22 61

WALSH & FRIEDMAN, LTD  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660

1 Said Notice of Lis Pendens was recorded on January 4, 2018, as Instrument No.  
2 20180104-0000416, Receipt No. 3288406. Plaintiff EDWARD HOMES, INC. hereby  
3 acknowledges and consents to the release of said lis pendens in its entirety.  
4

5 DATED: This 22 day of October, 2018.  
6  
7

8 **WALSH & FRIEDMAN, LTD.**

9 

10 **MATTHEW P. PAWLOWSKI, ESQ.**

11 Nevada Bar No. 009889

12 400 South Maryland Parkway

13 Las Vegas, Nevada 89101

14 *Attorneys for Plaintiff*  
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1 **LISP**  
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8 Phone: (702) 474-4660  
9 Fax: (702) 474-4664  
10 *Attorneys for Plaintiff*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 EDWARD HOMES, INC., a Nevada  
14 Corporation,

15 Plaintiff,

16 vs.

17 TRAN ENTERPRISES, LLC, a Nevada  
18 Limited Liability Company; DOE  
19 INDIVIDUALS I through X, inclusive and  
20 ROE ENTITIES I through X, inclusive,

21 Defendants.

) CASE NO.: A-17-766466-C

) DEPT. NO.: XXXI

) CONSOLIDATED WITH CASE NOS.:

) A-17-760853-B

) P-17-093391-T

) P-17-093258-T

22 **RELEASE OF LIS PENDENS**  
23 **PURSUANT TO NRS 14.010**

24 NOTICE IS HEREBY GIVEN that Plaintiff EDWARD HOMES, INC. hereby  
25 RELEASES the lis pendens previously recorded against the real property described in  
26 Plaintiff's complaint and affected by the action, located in Clark County, Nevada and is  
27 commonly known as: Clark County, Nevada Assessor's Parcel No. 176-13-501-030, and is  
28 more particularly described as:

PT NW4 NE4 SEC 13 22 60

WALSH & FRIEDMAN, LTD  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660

1 Said Notice of Lis Pendens was recorded on January 4, 2018, as Instrument No.  
2 20180104-0000719, Receipt No. 3288643. Plaintiff EDWARD HOMES, INC. hereby  
3 acknowledges and consents to the release of said lis pendens in its entirety.  
4

5 DATED: This 22 day of October, 2018.  
6  
7

8 **WALSH & FRIEDMAN, LTD.**

9 

10 **MATTHEW P. PAWLOWSKI, ESQ.**

11 Nevada Bar No. 009889

12 400 South Maryland Parkway

13 Las Vegas, Nevada 89101

14 *Attorneys for Plaintiff*  
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1 **LISP**  
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10 *Attorneys for Plaintiff*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13	EDWARD HOMES, INC., a Nevada	)	CASE NO.: A-17-766466-C
14	Corporation,	)	
15		)	DEPT. NO.: XXXI
16	Plaintiff,	)	
17	vs.	)	CONSOLIDATED WITH CASE NOS.:
18		)	
19	TRAN ENTERPRISES, LLC, a Nevada	)	A-17-760853-B
20	Limited Liability Company; DOE	)	P-17-093391-T
21	INDIVIDUALS I through X, inclusive and	)	P-17-093258-T
22	ROE ENTITIES I through X, inclusive,	)	
23		)	
24	Defendants.	)	<b>RELEASE OF LIS PENDENS</b>
25		)	<b>PURSUANT TO NRS 14.010</b>
26		)	
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NOTICE IS HEREBY GIVEN that Plaintiff EDWARD HOMES, INC. hereby  
RELEASES the lis pendens previously recorded against the real property described in  
Plaintiff's complaint and affected by the action, located in Clark County, Nevada and is  
commonly known as: Clark County, Nevada, Assessor's Parcel No. 176-13-501-036, and is  
more particularly described as:

PT NW4 NE4 SEC 13 22 60



1 Said Notice of Lis Pendens was recorded on December 29, 2017, as Instrument  
2 No.20171229-0002355, Receipt No. 3285544. Plaintiff EDWARD HOMES, INC. hereby  
3 acknowledges and consents to the release of said lis pendens in its entirety.

4 DATED: This 22 day of October, 2018.  
5  
6

7 **WALSH & FRIEDMAN, LTD.**

8 

9 **MATTHEW P. PAWLOWSKI, ESQ.**

10 Nevada Bar No. 009889

11 400 South Maryland Parkway

12 Las Vegas, Nevada 89101

13 *Attorneys for Plaintiff*  
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WALSH & FRIEDMAN, LTD  
400 S. Maryland Parkway  
Las Vegas, NV 89101  
(702) 474-4660

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Civil Matters**

**COURT MINUTES**

**April 03, 2018**

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A-17-766466-C	Edward Homes Inc, Plaintiff(s) vs. Tran Enterprises LLC, Defendant(s)
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<b>April 03, 2018</b>	<b>8:00 AM</b>	<b>Minute Order</b>	<b>Minute Order Re: Deft's Motion to Consolidate A760853 &amp; A766466</b>
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**HEARD BY:** Denton, Mark R.

**COURTROOM:** Chambers

**COURT CLERK:** April Watkins

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Cause appearing, and pursuant to EDCR 2.20(e) and EDCR 2.23 (c), the Court GRANTS Defendant s Motions to Consolidate without oral argument and ORDERS such Motion removed from its civil motion calendar of Thursday, April 5, 2018. The Court has signed the proposed order.

IT IS SO ORDERED.

CLERK S NOTE: This Minute Order was electronically served by Courtroom Clerk, April Watkins, to all registered parties for Odyssey File & serve. aw

# Certification of Copy and Transmittal of Record

State of Nevada }  
County of Clark } SS:

Pursuant to the Supreme Court order dated January 19, 2022, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the case referenced below. The record comprises one volume with pages numbered 1 through 162.

EDWARD HOMES, INC.,

Plaintiff(s),

vs.

TRAN ENTERPRISES, LLC,

Defendant(s),

Case No: A-17-766466-C

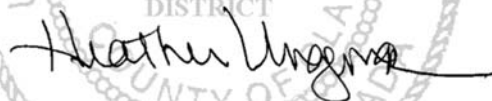
*Consolidated with A-17-760853-B*

Dept. No: XIII

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 4 day of February 2022.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk