

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the matter of:

JAY KVAM,

Appellant,

vs.

BRIAN MINEAU; and LEGION
INVESTMENTS, LLC,

Respondents.

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Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case No. 84443

District Court Case No. CV18-00764

JOINT APPENDIX

VOLUME 6

Pages 774 – 1002

MATUSKA LAW OFFICES, LTD.

Michael L. Matuska (SBN 5711)

2310 S. Carson Street, #6

Carson City, Nevada 89701

(775) 350-7220 (T) / (775) 350-7222 (F)

Attorney for Appellant

JAY KVAM

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1 **CODE: 2270**

2 Michael L. Matuska, Esq. SBN 5711
3 MATUSKA LAW OFFICES, LTD.
4 2310 South Carson Street, Suite 6
5 Carson City, NV 89701
6 mlm@matuskalawoffices.com

7 Attorneys for Plaintiff

8 **THE SECOND JUDICIAL DISTRICT COURT OF NEVADA**
9 **IN AND FOR THE COUNTY OF WASHOE**

10 JAY KVAM,

11 Plaintiff,

Case No. CV18-00764

12 v.

Dept. No. 6

13 BRIAN MINEAU; LEGION INVESTMENTS,
14 LLC; 7747 S. May Street, an Unincorporated
Joint Venture; and DOES I-X, inclusive,

Defendants.

15 **PLAINTIFF'S SECOND MOTION TO COMPEL**

16 Plaintiff, JAY KVAM ("Kvam"), by and through his counsel of record, Matuska Law
17 Offices, Ltd., Michael L. Matuska, pursuant to NRCP 26, NRCP 34, NRCP 36, and NRCP 37,
18 hereby moves this Court for an Order compelling responses to Plaintiff's First Set of Requests for
19 Admission, Request Nos. 1 - 25, and Fourth Set of Requests for Production of Documents,
20 Request Nos. 39 - 59 (collectively "Requests"), on the ground that Plaintiff's Requests seek
21 discovery relevant to the new claims added in Plaintiff's Second Amended Complaint, and such
22 Requests are proportional to the needs of the case.
23

24 This Motion is made and based on the points and authorities attached hereto, the
25 Declaration of Michael L. Matuska submitted herewith, and all other documents, exhibits and
26 pleadings of record.

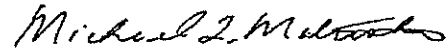
27 ///

28 ///

1 The undersigned does hereby affirm that the preceding document does not contain the
2 social security number of any person.

3 Dated this 26th day of November, 2019.

4 MATUSKA LAW OFFICES, LTD.

5 

6 By:

7 MICHAEL L. MATUSKA, SBN 5711
8 MATUSKA LAW OFFICES, LTD.
9 2310 South Carson Street, Suite 6
10 Carson City, NV 89701
11 mlm@matuskalawoffices.com

12 Attorneys for Plaintiff

13 **POINTS AND AUTHORITIES IN SUPPORT OF SECOND MOTION TO COMPEL**

14 **I. INTRODUCTION**

15 This Court granted Plaintiff leave to file a Second Amended Complaint, and in its
16 September 9, 2019 Order, specifically concluded that "Plaintiff's proposed amendment is not
17 futile, but rather serves the interest of justice in this case as the merits of the claims can be tested."
18 Shortly after filing his amended Complaint, Plaintiff served document requests and requests for
19 admissions seeking documents and information relevant to his new claims.

20 Defendant, BRIAN MINEAU ("Mineau"), objected to all such requests, and did not
21 provide a substantive response to any of the requests. Additionally, Mineau objected to each
22 request on the ground that they are not proportional to the needs to the case, even though none of
23 the document requests seek voluminous records, and several of the requests for admissions sought
24 merely a concession that certain attached documents are genuine.

25 Plaintiff's written discovery requests directly relate to Kvam's new claims for conversion
26 and violations of Nevada's RICO act. Plaintiff should be allowed to test those claims, as this Court
27 has ordered.

28 Plaintiff's counsel satisfied the meet and confer requirements in NRCP 26 and 37 and

Local Rule 12(6) by sending a letter to Mineau's counsel (Ex. "1") and then calling on November 21, 2019 to meet and confer. These efforts to meet and confer are certified in the Declaration of Michael L. Matuska submitted herewith. Mineau's counsel explained that the objection to the requested discovery was based on relevancy and did not raise any objection regarding undue burden.

I. FACTUAL BACKGROUND

1. Terms of Agreement

This case concerns the February 17, 2017 Terms of Agreement to buy, fix and resell property at 7747 May Street, Chicago, Illinois (the "Property"). The Terms of Agreement state as follows:

Terms of Agreement between Legion Investments LLC (its Members) and
Jay Kvam (Initial Funding Member of Same)
Re: 7747 May Street, Chicago, Illinois.

With Regards to acquisition of the aforementioned property, it is understood that the membership of Legion Investments LLC for this acquisition is Brian Mineau, Jay Kvam and Michael Spinola. All parties are entitled to 33.33% of net profit, after all expenses are accounted for, to include interest due on funds dispersed. Initial purchase is being funded by Kvam, who is there by assigned any remedies due should the transaction fail in anyway. Initial funder will be due a 7% annual return on any funds provided due from date of disbursement. There is expected to be 3 renovation draws necessary on this project. First draw to be funded by Mr. Kvam, Due to present and ongoing business dealings between Jay and Michael, Michael has agreed to allot %50 of his 1/3 profit for both initial funding's.

(Ex. "2").

At the time Kvam filed the Verified Complaint on April 11, 2018 (#6624468),¹ he had invested \$93,784.31 in the project through a series of five (5) wire transfers as follows:

- i. \$44,000 on February 13, 2017 for the purchase money
- ii. \$784.31 on February 13, 2017 for closing costs
- iii. \$20,000 on March 23, 2017 for the first construction draw
- iv. \$20,000 on April 14, 2017 for the second construction draw

¹ Mineau and Legion asserted various counterclaims which were ultimately dismissed. (See Order dated January 9, 2019, #7059540).

v. \$9,000 on May 18, 2017 for the third construction draw.²

(See wire transfers, Exs. "3" – "7" and Response to Interrogatory No. 6, Ex. "8").

Although Kvam funded the purchase and the renovation work, Legion took title to the property and Mineau signed the construction contract the escrow papers. The Contractor Agreement (Ex. "9") is dated March 22, 2017 and provides inter alia that the project will be "turn key" complete by June 1, 2017 at a total cost of \$80,000 (See Addendum "A"). The Contractor Agreement also specifies that "The Owner [Legion/Mineau, ed.] will approve the percentage of work at its sole discretion" (Addendum "B") and "IN ORDER TO RECEIVE PAYMENT, CONTRACTOR MUST PROVIDE INVOICES . . ." Unfortunately, Mineau directed Kvam to make the construction draw payments set forth above, even though Mineau never inspected the property to approve the percentage of work and never requested or received invoices. (See e.g. text messages, Exs. "10", "11"). Kvam paid \$49,000 toward the renovation costs. Mineau alleges that Criterion NV, LLC paid another \$20,000 toward renovation. (See Response to Interrogatory No. 6, Ex. "8"). At that price, the project should have been almost completed. However, the project never proceeded passed the demolition phase, where the interior was stripped down to the studs and never rehabilitated.

Mineau identified Colleen Burke, a Chicago real estate agent, as a contact person in the Contractor Agreement. Ms. Burke testified at her deposition on October 17, 2019, that she viewed the property twice, the second time following the demolition work. She testified that the demolition work "absolutely not" \$40,000 worth of work. (See excerpt from the deposition of Colleen Burke, attached hereto as Ex. "12"). As such, at least \$29,000-\$49,000 in Project funds is not accounted for, and apparently was not applied to the renovation of the Property.

Mineau sold the Property sold for a loss on November 16, 2018. (See Closing Statement Ex. "13", showing net proceeds of \$24,473.77). It is unclear whether the property was actually listed for sale. Mineau signed the sales agreement, escrow papers and deed. He did not inform

² These payments are not contested and are supported by Kvam's multiple affidavits already on file, including Affidavit of Jay Kvam in Support of Motion for Dissolution (#6771116) and Affidavit of Jay Kvam in Support of Reply to Opposition to Motion to Dismiss and For Summary Judgment (#6983487). Defendants have also admitted these payments. (See Responses to First Set of Interrogatories, Response No. 4, provided as Exhibit "3" to Kvam's Motion to Dismiss Counterclaim and For Summary Judgment (#6948019)).

1 Kvam of the sale or disclose what happened to the proceeds. Mineau did not keep a separate bank
2 account for the project and Kvam does not even know what account the proceeds of sale went into.
3 Kvam was left to find out about the sale on his own, and moved for a temporary restraining order
4 and preliminary injunction on November 30, 2018 to prevent the loss of the sale proceeds.
5 (#7000744). Facing no other options, Mineau and Legion stipulated to deposit the funds with the
6 clerk of the court (#7021308).

7 Kvam's expert accounting witness has reviewed the documents produced to
8 Plaintiff thus far, and has reached the following conclusions:

9 i. Mineau managed the construction project and made all project
10 decisions without input from Kvam;

11 ii. Mineau never asked for documents to support project completion
12 status as represented by the contractor, TNT Complete Facility Care, Inc. ("TNT");

13 iii. The accounting records are inadequate for proper control of project
14 finances;

15 iv. Project construction funds were deposited into TNT's general
16 account, which was used for the multiple projects that TNT was working on at the
17 time; and

18 v. The accounting records are incomplete, and cannot support the level
19 of work completed.

20 (See Report of Benjamin C. Steele, CPA, CGMA, Ex. "14").

21 Additionally, Mineau and TNT apparently were working on other projects at the same time
22 as work proceeded on the Property. Before work began, Mineau informed Kvam that the
23 contractor, TNT, would use a separate account for the project funds for 7747 May Street. (See Ex.
24 "15"). This did not happen. As explained in Kvam's Reply to Opposition to Motion for Leave to
25 File Second Amended Complaint (Transaction # 7354819), the project funds for 7747 May Street
26 were mixed with project funds for other projects that TNT was working on for Mineau and his
27 cohorts. This is demonstrated by TNT's bank statements for account no. xxx1855, which show
28 payments for various projects, including Kvam's wire transfers for 7747 S. May Street, and
various other payments for 8744 S. Bishop, 8754 S. Michigan, 9919 S. Forest and 1404-1408

Wyoming. (See Bank records provided herewith as **Ex. "16"**). Funds from TNT's account no. xxx1855 were transferred to account no. xxx1220. Bank records from account no. 1220 identify at least two other properties, including 6049 S. Princeton and 8040 S. Normal (See **Ex. "17"**). Mineau has no accounting records and no way to verify that Kvam's investment was indeed used on 7747 May Street rather than these other projects.

2. Plaintiff's Second Amended Complaint

On June 19, 2019, Plaintiff moved for leave to file a second amended complaint to add causes of action for conversion and violation of Nevada's racketeering act ("RICO") (Transaction #7330147). Mineau's Opposition simply sets forth his theory of the case, that he was not responsible for the failed investment project concerning 7747 May Street. In granting Plaintiff's Motion for Leave on September 9, 2019, this Court, specifically stated as follows:

This Court finds that the proposed second amended complaint has put Defendants on notice of the factual situation from which the new claims for conversion and RICO are asserted. Therefore, the Court finds that Plaintiff's proposed amendment is not futile, but rather serves the interest of justice in this case as the merits of the claims can be tested.

(See Order Granting Motion for Leave to File Second Amended Complaint, entered September 9, 2019, (Transaction # 7476429 at 5:12-14). In so ruling, the court specifically noted that "Kvam seeks to add the aforementioned claims based upon recent discovery indicating Kvam's money was not used to improve the property; the property was sold for a loss; the property was in worse shape when it was sold than when it was purchased; and, Defendants were working on other projects for profit." (Order at 3:28-4:4).

Plaintiff filed his Second Amended Complaint ("SAC") on September 11, 2019. The causes of action at issue in the SAC are as follows:

1. Declaration of Joint Venture
2. Rescission or Reformation of Agreement
3. Breach of Contract
4. Breach of Implied Covenant of Good Faith and Fair Dealing
5. Accounting

6. Court supervised dissolution and winding up
7. Temporary and Permanent Injunction
8. Fraud and Concealment
9. Conversion
10. RICO
11. Derivative Claim

Plaintiff's SAC specifically alleges "diversion of project funds to other projects under way by MINEAU, LEGION and their colleagues and cohorts . . ." (SAC, Par. 53). That allegation is incorporated into the new causes of for conversion/diversion of funds and RICO.

3. Discovery Requests

Kvam promptly initiated discovery regarding the new causes of action. On September 17, 2019, Plaintiff served his First Set of Requests for Admission (Ex. "18") and Fourth Set of Requests for Production of Documents (Ex. "19"). These requests were narrowly tailored to request the construction agreement, invoices, and purchase and sale records concerning the other projects identified above in TNT's bank statements, and to obtain admissions about Mineau's status as the manager of the limited liability companies that owned the other properties at issue and the authenticity of deeds in the public records.

Mineau objected to every such Request, and to date has failed to provide a substantive response to any of the Requests.

A. PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION

Kvam, served 25 Requests for Admission regarding the other similar businesses that apparently Defendants operated at the same time Mr. Kvam asserts Defendants were diverting Kvam's funds from the May Street renovation project. The requests for Mineau to admit his status as the manager of the various limited liability companies that owned the various properties at issue (*see, e.g.*, Requests 1, 12, 15), admit that the limited liability companies purchased the properties (which is apparent from the public records) (*see, e.g.*, Requests 2, 4, 6, 8, 10, 13, 16, 18, 20, 22, 24), and admit the authenticity of the corresponding deeds (*see, e.g.*, Requests 3, 5, 7, 9, 11, 14,

1 17, 19, 21, 23, 25).

2 Defendants' responses to all 25 Requests for Admission were identical:

3 Objection, relevance. This Request seeks information which is not relevant
4 to any party's claims or defenses, nor is it proportional to the needs of the case,
5 because information concerning an entity in which Kvam had no interest or
involvement whatsoever has no bearing on this litigation.

6 (See Responses to Plaintiff's First Set of Requests for Admission, attached hereto as Ex. "20").

7 **B. PLAINTIFF'S FOURTH SET OF REQUESTS FOR THE**
8 **PRODUCTION OF DOCUMENTS**

9 Kvam simultaneously served a Fourth Request for Production of Documents, which
10 contained 22 new document requests, numbered Requests 39 through 60. The Requests sought
11 documents concerning the other contemporaneous projects that TNT was working on for the
12 Defendants at the same time the diversion of funds was occurring on the 7747 S. May Street
13 project. Defendant's responses to Requests 39-57 were identical:

14 Objection, relevance. This Request seeks information which is not relevant
15 to any party's claims or defenses, nor is it proportional to the needs of the case,
16 because documents concerning a property in which Kvam had no interest or
involvement whatsoever have no bearing on this litigation.

17 (See Responses to Plaintiff's Fourth Set of Requests for Production, attached hereto as Ex. "21").

18 Defendants' Responses to Requests 58 and 59 were very similar to Defendants' Responses
19 to the prior nineteen Requests. Those Requests and Responses were as follows:

20 **REQUEST NO. 58:**

21 Any and all contracts and agreements between (a) Wyoming Partners LLC
22 and (b) Brian Mineau, Legion Investments, LLC, or any other entity in which Brian
23 Mineau or Legion Investments, LLC have an ownership interest or management
24 authority as an officer, director, officer, member or manager.

25 **RESPONSE TO REQUEST NO. 58:**

26 Objection, relevance. This Request seeks information which is not relevant
27 to any party's claims or defenses, nor is it proportional to the needs of the case,
28 because documents concerning an entity in which Kvam had no interest or
involvement whatsoever, and which is not a party to the agreement in dispute in
this case, have no bearing on this litigation.

REQUEST NO. 59:

All other contracts and invoices for construction work performed by TNT
Complete Facility Care, Inc. on any property owned in whole or in part by Brian

Mineau or by any entity in which Brian Mineau or Legion Investments, LLC have an ownership interest.

RESPONSE TO REQUEST NO. 59:

Objection, relevance. This Request seeks information which is not relevant to any party's claims or defenses, nor is it proportional to the needs of the case, because documents concerning a property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

Without waiving this objection, all contract and invoices for construction work performed by TNT Complete Facility Care, Inc. on the property located at 7747 S. May Street, Chicago, Illinois, have been produced.

(See Response to Requests for Production, attached hereto as Ex. "21").

Defendants allowed discovery in response to Request No. 60, which is not an issue in this motion.

4. Meet and Confer

Having received no substantive responses to any of Kvam's other Requests, Kvam's undersigned counsel sent a letter to Mineau's counsel on November 13, 2019 (See Ex. "1"). Thereafter, on November 21, 2019, undersigned counsel telephoned counsel for Mineau to meet and confer regarding Mineau's failure to provide substantive responses to Plaintiff's First Set of Requests for Admission, and Fourth Set of Requests for Production of Documents. (See Declaration of Michael L. Matuska, Esq., provided herewith). During the call, the attorneys for the parties discussed the requests contained in First Set of Requests for Admission, and Fourth Set of Requests for Production of Documents, and particularly the scope of such Requests in light of the Court's "Order Granting Motion for Leave to File a Second Amended Complaint" entered September 9, 2019. Counsel for Mineau reiterated during the call Mineau's position that he would stand on the decision to object to each and every such Request.

II. LEGAL AUTHORITIES AND ARGUMENT

NRCP 26(b) provides in pertinent part, as follows:

(b) Discovery Scope and Limits.

(1) **Scope.** Unless otherwise limited by order of the court in accordance with these rules, the scope of discovery is as follows: Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claims or

1 defenses and proportional to the needs of the case, considering the importance of
2 the issues at stake in the action, the amount in controversy, the parties' relative
3 access to relevant information, the parties' resources, the importance of the
4 discovery in resolving the issues, and whether the burden or expense of the
5 proposed discovery outweighs its likely benefit. Information within this scope of
6 discovery need not be admissible in evidence to be discoverable.

7 Although Mineau's objections include a gratuitous reference to "proportionality," he is not
8 claiming an undue burden in any sense. Nor could there be a good faith objection of undue burden
9 in light of the fact that the Requests for Admission call for a yes or no answer, and the Requests
10 for Production of Documents are narrowly tailored to identify specific, construction related
11 documents in Mineau's care, custody, and control.

12 Rather, the gravamen of Mineau's objection is simply that he does not think discovery
13 about Mineau's other properties that were under construction by TNT Complete Facility Care, Inc.
14 is relevant to this case. Mineau's opposition disregards the fact that these other properties were
15 placed at issue in Kvam's SAC, which was allowed by the September 9, 2019 Order. As such,
16 Defendants' objections are an improper effort to re-litigate Mr. Kvam's successful Motion to
17 Amend. This Court has ordered specifically, in granting the Motion to Amend, that Kvam may test
18 the merits of his new claims. Defendant's repetitive, stonewalling objections therefore are
19 improper, and Defendant should be compelled to respond.

20 Discovery so far has revealed that Mineau had simultaneous construction projects, which
21 he owned through his various limited liability companies, and which proceeded at the same time
22 as the May Street project. Mineau used the same contractor that he hired for the 7747 May Street
23 project, and placed all of the project funds in the same account, despite what he represented to
24 Kvam. Tens of thousands of dollars apparently was not applied to the renovation. Mineau simply
25 refuses to provide basic discovery regarding the new claims asserting the diversion of Kvam's
26 funds. The dispute over whether it is relevant for Mr. Kvam to trace missing project funds to
27 Defendant's other simultaneous projects already has been resolved in the September 9, 2019
28 District Court Order granting Mr. Kvam leave to file his Second Amended Complaint.

The SAC added claims for Conversion (Ninth Cause of Action) and violation of NRS
207.360, et. seq., Nevada's RICO statute (Tenth Cause of Action), to Mr. Kvam's existing claims.

1 The factual predicate for the added claims was presented the Court in Mr. Kvam's Motion to
2 Amend, opposed on the same grounds Defendants now advance in their objections to discovery,
3 and – over Defendants' opposition – added to Kvam's pleading with leave of Court. The Court
4 specifically commented in its Order that Kvam's new pleading "serves the interest of justice in
5 this case," and that "the merits of the claims can be tested." Having now asserted in his pleading
6 that project funds were diverted by Defendants, Mr. Kvam is entitled to pursue relevant discovery
7 to test those claims.

8 The discovery requests also are proportional to the needs of the case, especially
9 considering the basic nature of the requested documents and admissions, and the fact that
10 Defendants' have actively shielded any effort to trace project funds. Under such circumstances,
11 Kvam is entitled to discovery even if it is "concerning a property in which Kvam had no interest
12 or involvement," to determine if his funds were diverted to those projects.

13 III. ATTORNEY'S FEES

14 NRCP 37 provides in pertinent part as follows:

15 **(3) Evasive or Incomplete Disclosure, Answer or Response.** For
16 purposes of this subdivision an evasive or incomplete disclosure, answer
or response is to be treated as a failure to disclose, answer or respond.

17 **(4) Expenses and Sanctions.**

18 (A) If the motion is granted or if the disclosure or requested discovery
19 is provided after the motion was filed, the court shall, after affording an
20 opportunity to be heard, require the party or deponent whose conduct
21 necessitated the motion or the party or attorney advising such conduct or
22 both of them to pay to the moving party the reasonable expenses
23 incurred in making the motion, including attorney's fees, unless the
24 court finds that the motion was filed without the movant's first making a
25 good faith effort to obtain the disclosure or discovery without court
26 action, or that the opposing party's nondisclosure, response or objection
27 was substantially justified, or that other circumstances make an award of
28 expenses unjust.

29 Before filing a motion to compel, NRCP 37 requires a good faith effort to meet and confer.
30 Plaintiffs made extensive efforts to meet and confer and avoid the need to file this motion. The
31 foregoing recital, along with the Declaration of Michael L. Matuska provided herewith, certifies
32 these good faith efforts.

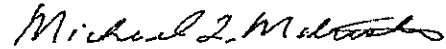
1 Kvam is entitled to recover his attorney's fees incurred in connection with the present
2 Second Motion to Compel in the amount of \$3,752.

3 **IV. CONCLUSION**

4 Based on the foregoing, Brian Mineau should be compelled to provide substantive
5 responses to Kvam's First Set of Requests for Admission and Fourth Set of Requests for
6 Production of Documents, and to pay \$4,037 in attorney's fees.
7

8 Dated this 26th day of November, 2019.

9 MATUSKA LAW OFFICES, LTD.

10 

11 By:

12 MICHAEL L. MATUSKA, SBN 5711
13 MATUSKA LAW OFFICES, LTD.
14 2310 South Carson Street, Suite 6
15 Carson City, NV 89701
16 mlm@matuskalawoffices.com

17 Attorneys for Plaintiff, JAY KVAM,
18 individually and derivatively on behalf of the
19 unincorporated joint venture identified as 7747
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd. and that on the 26th day of November, 2019, I served a true and correct copy of the preceding document entitled **PLAINTIFF'S SECOND MOTION TO COMPEL** as follows:

Austin K. Sweet, Esq.
GUNDERSON LAW FIRM
3895 Warren Way
Reno, NV 89509
asweet@gundersonlaw.com

☒ **BY CM/ECF:** I electronically filed a true and correct copy of the above-identified document with the Clerk of the Court by using the electronic filing system which will send a notice of electronic filing to the person(s) named above.

☐ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

☐ **BY EMAIL:** (as listed above)

☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s) by hand delivery to the office(s) of the person(s) named above.

☐ **BY FACSIMILE:**

☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY:**

☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-Carson Messenger Service for delivery.

/s/ SUZETTE TURLEY
SUZETTE TURLEY

Exhibit Index

Plaintiff's Second Motion to Compel

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3.	Wire transfer \$44,000 on February 13, 2017 for purchase money	1
4.	Wire transfer \$784.31 on February 13, 2017 for closing costs	1
5.	Wire transfer \$20,000 on March 23, 2017 for the first construction draw	2
6.	Wire transfer \$20,000 on April 14, 2017 for the second construction draw	2
7.	Wire transfer \$9,000 on May 18, 2017 for the third construction draw	3
8.	Response to Interrogatory No. 6	7
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10.	Text message on March 23, 2017	1
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Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 1
LETTER TO AUSTIN SWEET OF NOVEMBER 13, 2019
(Plaintiff's Second Motion to Compel)

Exhibit 1
LETTER TO AUSTIN SWEET OF NOVEMBER 13, 2019
(Plaintiff's Second Motion to Compel)



Michael L. Matuska, Attorney at Law

November 13, 2019

Via Email and U.S. Mail

Austin K. Sweet, Esq.
Gunderson Law Firm
3895 Warren Way
Reno NV 89509
asweet@gundersonlaw.com

Re: *Kvam v. Mineau, et al.*
Second Judicial District Court Case No. CV18-00764

Dear Mr. Sweet:

Please accept this letter regarding Brian Mineau's and Legion Investments, LLC's failure to provide substantive responses to Plaintiff Jay Kvam's First Set of Requests for Admission, and Fourth Set of Requests for Production of Documents. I will call you to set a time to meet and confer if you have any questions about this letter or your clients' obligations under NRCP 34 and NRCP 36.

**PLAINTIFF JAY KVAM'S FIRST SET OF
REQUESTS FOR ADMISSION**

Plaintiff, Jay Kvam, served 25 Requests for Admission regarding other projects that apparently Defendants operated at the same time Mr. Kvam asserts Defendants were diverting Kvam's funds from the May Street renovation project. Those requests asked that Defendants admit their status and interests in those businesses (*see, e.g.*, Requests 1, 12, 15), admit the basic business activities of those businesses in which Defendants apparently have an interest, based on public documents (*see, e.g.*, Requests 2, 4, 6, 8, 10, 13, 16, 18, 20, 22, 24), and admit the authenticity of related documents (*see, e.g.*, Requests 3, 5, 7, 9, 11, 14, 17, 19, 21, 23, 25).

Defendants' responses to all 25 Requests for Admission were identical:

Objection, relevance. This Request seeks information which is not relevant to any party's claims or defenses, nor is it proportional to the needs of the case, because information concerning an entity in which Kvam had no interest or involvement whatsoever has no bearing on this litigation.

775-350-7220 Phone
775-350-7222 Fax
mlm@matuskalawoffices.com

Licensed in Nevada and California

2310 South Carson Street, #6
Carson City, NV 89701
www.matuskalawoffices.com



**PLAINTIFF JAY KVAM'S FOURTH SET OF REQUESTS
FOR THE PRODUCTION OF DOCUMENTS**

Jay Kvam's simultaneously served Fourth Request for Production of Documents contained 22 new document requests, which were numbered Requests 39 through 60. Those Requests sought documents concerning the other contemporaneous projects that Defendants apparently developed at the same time they apparently were diverting Jay Kvam's funds from the May Street renovation project. Defendants' responses to all but the last three document requests were identical:

Objection, relevance. This Request seeks information which is not relevant to any party's claims or defenses, nor is it proportional to the needs of the case, because documents concerning a property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

Defendants' Responses to the final three Requests were not identical, but were very similar to Defendants' Responses to the prior nineteen Requests. Those Requests and Responses were as follows:

REQUEST NO. 58:

Any and all contracts and agreements between (a) Wyoming Partners LLC and (b) Brian Mineau, Legion Investments, LLC, or any other entity in which Brian Mineau or Legion Investments, LLC have an ownership interest or management authority as an officer, director, officer, member or manager.

RESPONSE TO REQUEST NO. 58:

Objection, relevance. This Request seeks information which is not relevant to any party's claims or defenses, nor is it proportional to the needs of the case, because documents concerning an entity in which Kvam had no interest or involvement whatsoever, and which is not a party to the agreement in dispute in this case, have no bearing on this litigation.

REQUEST NO. 59:

All other contracts and invoices for construction work performed by TNT Complete Facility Care, Inc. on any property owned in whole or in part by Brian Mineau or by any entity in which Brian Mineau or Legion Investments, LLC have an ownership interest.

RESPONSE TO REQUEST NO. 59:

Objection, relevance. This Request seeks information which is not relevant to any party's claims or defenses, nor is it proportional to the needs of the case,



because documents concerning a property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

Without waiving this objection, all contract and invoices for construction work performed by TNT Complete Facility Care, Inc. on the property located at 7747 S. May Street, Chicago, Illinois, have been produced.

REQUEST NO. 60:

All documents regarding Colleen Burke, including, but not limited to,

- (a) Agreement for construction management or property management services, or any other services;
- (b) All documents regarding the selection of contractors for the Property and bids;
- (c) Documents showing the services she performed, when performed, and charges for services;
- (d) Documents showing when she commenced her services and when she terminated her services;
- (e) All communications including letters, correspondence, fax, emails, and texts and all attachments thereto;
- (f) Any other documents not provided in response to the proceeding interrogatories regarding Colleen Burke;

RESPONSE TO REQUEST NO. 60:

Objection, overly broad and relevance. This Request is overly broad and seeks information which is not relevant to any party's claims or defenses, nor is it proportional to the needs of the case, because documents regarding Colleen Burke which are not limited to the property located at 7747 S. May Street, Chicago, Illinois, which is the only property in which Kvam had any interest or involvement whatsoever, have no bearing on this litigation. This Request is also vague and ambiguous in its reference to "preceding interrogatories regarding Colleen Burke" when no such interrogatories have been propounded.

Without waiving these objections, all documents regarding Colleen Burke involving the property located at 7747 S. May Street, Chicago, Illinois, have been



produced.

DISCUSSION

Discovery so far has revealed that \$93,000 of Mr. Kvam's money, and, allegedly, \$20,000 of Criterion NV LLC's money, was paid for the purpose of purchasing and renovating the 7747 S. May Street property (the "Property"). Only \$44,000 of that money was used to purchase the Property – leaving the remaining \$69,000 to be used in the renovation of the Property. As you know, Colleen Burke testified at her deposition on October 17, 2019, that less than \$40,000 of renovation work was actually done at the Property. Thus, at least \$29,000 in Project funds is missing.

Given that factual context, Mr. Kvam certainly understands why Defendants would not want to allow discovery into Defendants' other, simultaneous construction projects that were ongoing at the same time as the May Street project. However, the dispute over whether Mr. Kvam may trace missing project funds to Defendants' other simultaneous projects already has been resolved in the September 9, 2019 District Court Order granting Mr. Kvam leave to file his Second Amended Complaint.

The Second Amended Complaint added claims for Conversion (Ninth Cause of Action) and violation of NRS 207.360, et. seq., Nevada's RICO statute (Tenth Cause of Action), to Mr. Kvam's existing claims. The factual predicate for the added claims was presented to the Court in Mr. Kvam's Motion to Amend, opposed on the same grounds Defendants now advance in their objections to discovery, and – over Defendants' opposition – added to Kvam's pleading with leave of Court. The Court specifically commented in its Order that Kvam's new pleading "serves the interest of justice in this case," and that "the merits of the claims can be tested." Having now asserted in his pleading that project funds were diverted by Defendants, Mr. Kvam is entitled to pursue relevant discovery to test those claims.

The discovery requests also are proportional to the needs of the case, especially considering the basic nature of the requested documents and admissions, and the fact that Defendants' have actively shielded any effort to trace project funding, while themselves playing a shell game with project funds.

Mr. Mineau was obligated to provide \$20,000 in project funding, yet he asserts his contribution was made by a stranger to the parties' contract: Criterion NV LLC. The contractor, TNT, allegedly was paid project renovation funds, yet Defendants refuse to provide basic discovery regarding their relationship with TNT on other, simultaneous projects. Without discovery concerning Defendants' relationship with TNT, and other projects that TNT was working on with Defendants, there is no way to establish that any funds paid to TNT were applied



Austin K. Sweet, Esq.
November 13, 2019
Page 5 of 5

to the renovation of the Property, as opposed to other projects developed by Defendants and TNT. Discovery thus far has established that at least \$29,000 paid to TNT was not used to renovate the Property. Under such circumstances, Kvam is entitled to seek written discovery "concerning a property in which Kvam had no interest or involvement," to determine if his funds were diverted to those projects.

Defendants' objections are an improper effort to re-litigate Mr. Kvam's successful Motion to Amend. Defendants' repetitive, stonewalling objections are improper, and should be withdrawn.

Sincerely,

MATUSKA LAW OFFICES, LTD.

By:

A handwritten signature in cursive script, reading "Michael L. Matuska", written over a horizontal line.

MICHAEL L. MATUSKA, ESQ.
2310 South Carson Street, Suite 6
Carson City NV 89701

MLM/slb
cc: Client

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2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 2
TERMS OF AGREEMENT
(Plaintiff's Second Motion to Compel)

Exhibit 2
TERMS OF AGREEMENT
(Plaintiff's Second Motion to Compel)

EXHIBIT 1

Terms of Agreement between Legion Investments LLC (its Members)

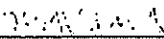
And Jay Kvam (Initial Funding Member of Same)

RE:

7747 S. May Street, Chicago Illinois.

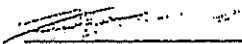
With Regards to acquisition of the aforementioned property, It is understood that the membership of Legion Investments LLC for this acquisition is Brian Mineau, Jay Kvam, and Michael J. Spinola. All parties are entitled to 33.33% of net profit, after all expenses are accounted for, to include interest due on funds dispersed. Initial purchase is being funded by Jay Kvam, who is there by assigned any remedies due should the transaction fall in anyway. Initial funder will be due a 7% annual return on any funds provided due from date of disbursement. There is expected to be 3 renovation draws necessary on this project. First draw to be funded by Mr. Kvam, Due to present and ongoing business dealings between Jay and Michael, Michael has agreed to allot %50 of his 1/3 profit to Mr. Kvam for both Initial funding's.

Jay Kvam



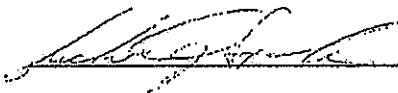
Date 2017-02-14

Brian Mineau

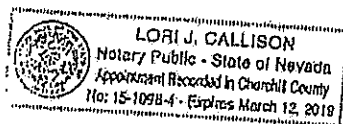


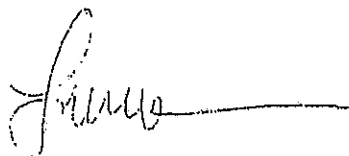
Date 2/13/2017

Michael J. Spinola



Date 2/13/17





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Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 3
WIRE TRANSFER \$44,000 ON FEBRUARY 13, 2017
FOR PURCHASE MONEY
(Plaintiff's Second Motion to Compel)

Exhibit 3
WIRE TRANSFER \$44,000 ON FEBRUARY 13, 2017
FOR PURCHASE MONEY
(Plaintiff's Second Motion to Compel)

Print OK Cancel

2017/02/13 11:54

Debit Acct Number: [REDACTED] 719
Amount (USD): 44,000.00
Send Date: 02/13/2017
Receiver: 021000021
JPMCHASE NYC
NEW YORK, NY
Beneficiary: CITYWIDE TITLE CORP
850 WEST JACKSON BLVD. STE. 120
CHICAGO, IL 60607
456460794
Originator to Beneficiary Info: ESCRWO NO. 719630
Originator: JAY KVAM [REDACTED] 719

Customer Authorization: Customer acknowledges that U.S. Bank and any other bank involved in a wire transfer may rely on the account number, bank number, or other information you provide. U.S. Bank has no duty to detect any mistake in the information you provide and shall not be liable for any resulting transfer errors or loss of funds, in accordance with applicable law. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process. Customer acknowledges the applicable funds transfer is subject to the rules set forth in the Bank's *Your Deposit Account Agreement*. All transactions are subject to possible limitations under federal law and regulation, including possible restrictions under the rules issued by the U.S. Treasury's Office of Foreign Assets Control. For International wire transfers, the transfer may be made in the applicable foreign currency. In such cases, U.S. Bank or its designee may convert the amount to be transferred from U.S. dollars to the specified currency at U.S. Bank's, or its designee's, applicable rate in effect when the transaction is processed. U. S. Bank provides this rate to the customer upon request. If customer chooses not to convert to local currency at this time, it still may be converted at some point in the processing chain. We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank, in accordance with applicable law. At your request, we may request the beneficiary's bank return funds previously transferred. However, you acknowledge that the beneficiary's bank is under no obligation to comply with this request. By signing below, customer agrees to the terms of the authorization, and represents that customer is authorized to initiate this wire transfer.

Customer Signature: Jay Kvam
Date: 2017-02-13
Customer Name(Print): Jay Kvam

INTERNAL BANK USE ONLY

KVAM0001

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Electronically
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2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 4
WIRE TRANSFER \$784.31 ON FEBRUARY 13, 2017
FOR CLOSING COSTS
(Plaintiff's Second Motion to Compel)

Exhibit 4
WIRE TRANSFER \$784.31 ON FEBRUARY 13, 2017
FOR CLOSING COSTS
(Plaintiff's Second Motion to Compel)

Print OK Cancel

2017/02/13 12:12

Debit Account Name: JAY J KVAM
Debit Acct Number: [REDACTED] 719
Amount (USD): 784.31
Send Date: 02/13/2017
Receiver: [REDACTED] 021

JPMCHASE NYC
NEW YORK, NY
Beneficiary: CITYWIDE TITLE CORP
850 WEST JACKSON BLVD. STE 120
CHICAGO, IL 60607
456460794

Originator to Beneficiary Info: ESCROW NO. 719630

Customer Authorization: Customer acknowledges that U.S. Bank and any other bank involved in a wire transfer may rely on the account number, bank number, or other information you provide. U.S. Bank has no duty to detect any mistake in the information you provide and shall not be liable for any resulting transfer errors or loss of funds, in accordance with applicable law. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process. Customer acknowledges the applicable funds transfer is subject to the rules set forth in the Bank's *Your Deposit Account Agreement*. All transactions are subject to possible limitations under federal law and regulation, including possible restrictions under the rules issued by the U.S. Treasury's Office of Foreign Assets Control. For International wire transfers, the transfer may be made in the applicable foreign currency. In such cases, U.S. Bank or its designee may convert the amount to be transferred from U.S. dollars to the specified currency at U.S. Bank's, or its designee's, applicable rate in effect when the transaction is processed. U. S. Bank provides this rate to the customer upon request. If customer chooses not to convert to local currency at this time, it still may be converted at some point in the processing chain. We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank, in accordance with applicable law. At your request, we may request the beneficiary's bank return funds previously transferred. However, you acknowledge that the beneficiary's bank is under no obligation to comply with this request. By signing below, customer agrees to the terms of the authorization, and represents that customer is authorized to initiate this wire transfer.

Customer Signature: Jay Kvan

Date: 2017-02-13

Customer Name(Print): Jay Kvan

INTERNAL BANK USE ONLY

KVAM0002

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Electronically
CV18-00764
2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 5
WIRE TRANSFER \$20,000 ON MARCH 23, 2017
FOR FIRST CONSTRUCTION DRAW
(Plaintiff's Second Motion to Compel)

Exhibit 5
WIRE TRANSFER \$20,000 ON MARCH 23, 2017
FOR FIRST CONSTRUCTION DRAW
(Plaintiff's Second Motion to Compel)



Bank Account Transfers

Bank Accounts : 1-877-247-2559
Close X

What's Next?

If we need to contact you for additional verification, we'll call the number in your profile

To cancel this wire transfer request, call us immediately at 1-877-247-2559

You submitted a wire transfer request

saving *****1512

Available Balance: [REDACTED]

From:

To:

Other Account

Wire Amount:

\$20,000.00

Wire Fee:

\$20.00

Total:

\$20,020.00

Request Date:

Mar 23, 2017

Recipient:

TNT Complete Facility Care Inc

Bank Name:

JPMORGAN CHASE BANK, NA

Recipient
Account Number:

[REDACTED] 855

Recipient
Routing Number:

[REDACTED] 013

For Further Credit To / Additional Instructions

7747 South May Street - Legion Investments - Jay Kvam

Authorization and Agreement

A wire transfer request is known as a "payment order" under Article 4A of the Uniform Commercial Code.

1. As a security procedure, we may verify that you authorized this payment order by telephoning you to confirm that you initiated the request. **We will generally call you based on the dollar amount of this payment order or if we need to further verify your request.** You agree that this "callback" security procedure is commercially reasonable and meets your security requirements. We will not be liable for our refusal to honor any payment order if we are unable to satisfy ourselves that you requested the payment order.

2. You must ensure that the account number of the beneficiary and the bank routing number of the beneficiary's bank are **ABSOLUTELY ACCURATE**. All banks process and post payment orders by the account number of the beneficiary and by the bank's routing number and not by the name of the beneficiary or by the name of the beneficiary's bank. **We will not verify the accuracy of any account number or routing number provided by you.**

3. We reserve the right to delay or not to process payment orders (a) to beneficiaries listed on the Specially Designated National lists from the U.S. Department of Treasury, or (b) for any reason related to an Executive Order of the President, Foreign Governmental Embargoes/ Sanctions, or directive of the U.S. Department of Treasury.

4. We cannot revoke or cancel a payment order once it has been sent and we will not be liable to you if we cannot recover any funds already transferred.

5. We will not be liable for the insolvency, neglect, misconduct, mistake, default or delay of any other bank, entity or person whether or not that other bank, entity or person is our agent.
6. Our liability for failure to follow your instructions will be limited to the amount of any payment order lost plus incidental expenses and interest. In no event will we be liable for any present or future indirect or consequential damages, punitive damages or special damages, whether or not we were first advised of the possibility of such damages. We reserve the right to reject any payment order for any reason, including, but not limited to, the lack of sufficient available funds in the account to be charged.
7. You must notify us in writing of any error, mistake or irregularity within 60 calendar days after the payment order was requested. Thereafter, we will have no liability to you.
8. We do not send outgoing international wire transfers to beneficiaries located in other countries.

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Ally Financial, Inc.

Equal Housing Lender  NMLS: 181005
Ally Bank
Member FDIC

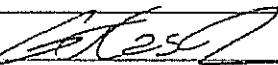


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2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 6
WIRE TRANSFER \$20,000 ON APRIL 14, 2017
FOR SECOND CONSTRUCTION DRAW
(Plaintiff's Second Motion to Compel)

Exhibit 6
WIRE TRANSFER \$20,000 ON APRIL 14, 2017
FOR SECOND CONSTRUCTION DRAW
(Plaintiff's Second Motion to Compel)



General Wire Transfer Request

Section 1 – Branch Information		
Branch #: 3762	Branch Name: MEADOWOOD	Branch Phone Number: 775 689 2050
Date Received: 04/14/2017	Time Received: 5:08	P.M.
Name & Title of Person Accepting Instructions: GREG CASTLE, PERSONAL BANKER	Signature of Person Accepting Instructions: 	
Section 2 – Method Wire Received		
Wire Requested: In-Person (Section 3 Required)		
Section 3 – Identification for In-Person Wires		
ID Issue State: NV	Type of ID: State Driver's License	ID Number: 0800211404
Expiration Date: 10/01/2022	ID Issue Date: 01/18/2017	
Additional Information:		
Section 4 – Telephone, Fax, and Email Requests Only		
Wire transfer requests via telephone, fax, or email may only be accepted from known and existing customers. The employee accepting the request must document how the customer's identity was verified (i.e., the customer was able to verify account transaction history, etc.). Refer to <u>Instructions for Completing K5-A, General Wire Transfer Request</u> for detailed identification and documentation requirements. Following <u>privacy</u> , the callback must be performed by someone other than the employee accepting the wire instructions and must be approved by branch management prior to wire initiation. Complete Section 11 to document the callback.		
Customer's/Requestor's Full Name:		
Documentation for how the Customer was verified		
Option 1: Select three different options and document details used to identify the customer. Ownership/Title/Signer(s) option must only be selected once.		
Option 2: Customer identified through conversation details – Used to identify "known existing customers":		
Section 5 – Wire Information		
Customer and Account Information		
Debiting Account Number: 		Account Title (as shown on the system): JAY J KVAM
Person Requesting Wire (Name): JAY J KVAM		Relationship to Beneficiary: INVESTOR
Purpose of Wire: ON-GOING CONSTRUCTION WORK		
Customer Address (city, state, zip): 7565 MICHAELA DR, RENO, NV 89511		
Type and Amount of Wire		
Type of Wire: Domestic	Amount of Wire: 20000.00	Is the amount in USD? Yes
INPOC Wire Information		
Reason/Purpose for using INPOC GL:		
Customer CD/Loan Account #:		INPOC Cost Center & Account: /1851230
Receiving Bank and Beneficiary Information		
ABA/Swift (first bank):		Bank Name (first bank):
Address:		City, State, and/or Country:
ABA/Swift (final bank): 071000013		Bank Name (final bank): CHASE
Address:		City, State, and/or Country:
Beneficiary Name:	TNT COMPLETE FACILITY CARE INC	Beneficiary Account Number: 
Beneficiary Address:	819 NORTH LAFOX, SOUTH ELGIN, IL 60177	
Further Credit To/Reference Info:	SECOND DRAW LEGION INVESTMENTS JAY KVAM	
Section 6 – International Wire Transfers		
All consumer international wires require a Prepayment Disclosure and Receipt Disclosure. Refer to <u>International Wire Transfer Processing</u> for instructions.		
In what currency are the funds to be received? (If unknown to sender, select USD).		Type of Currency:
		Bank ID Number:
Section 7 – Verification of Funds		
The account has been reviewed for the following:	<input checked="" type="checkbox"/> Restraints	<input checked="" type="checkbox"/> Collected Balance
	<input checked="" type="checkbox"/> Accessible Balance (Balance details or DE00 screen print attached)	
Section 8 – Branch Management Authorization (if applicable)		
Required for any of the following scenarios:		
<ul style="list-style-type: none">Known/existing customer is documented.When using the INPOC account for the wire transfer requested.Future dated wires.		<ul style="list-style-type: none">For all wires requested via telephone, fax or email.When waiving the callback requirement for telephone, fax or email requests \$5,000 or less.
Signature of Management Approval:		Printed name:

04/2017
K5-A.1

Customer Confidential

Retention: 5 Years

KVAM0005



General Wire Transfer Request

Section 9 – Customer Authorization

Customer Authorization: Customer acknowledges that U.S. Bank and any other bank involved in a wire transfer may rely on the account number, bank number, or other information you provide. U.S. Bank has no duty to detect any mistake in the information you provide and shall not be liable for any resulting transfer errors or loss of funds in accordance with applicable law. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process. Customer acknowledges the applicable funds transfer is subject to the rules set forth in the Bank's *Your Deposit Account Agreement*. All transactions are subject to possible limitations under federal law and regulation, including possible restrictions under the rules issued by the U.S. Treasury's Office of Foreign Assets Control. For international wire transfers, the transfer may be made in the applicable foreign currency. In such cases, U.S. Bank or its designee may convert the amount to be transferred from U.S. dollars to the specified currency at U.S. Bank's, or its designee's, applicable rate in effect when the transaction is processed. U.S. Bank provides this rate to the customer upon request. If customer chooses not to convert to local currency at this time, it still may be converted at some point in the processing chain. We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank, in accordance with applicable law. At your request, we may request the beneficiary's bank return funds previously transferred. However, you acknowledge the beneficiary's bank is under no obligation to comply with this request. By signing below, customer agrees to the terms of the Authorization, and represents that customer is authorized to initiate this wire transfer.

Customer
Signature: Jay KVM

Date: 2017-04-14

Future Dated Wire (Initials req'd):
Date to be Sent:

Section 10 – Secondary Branch Management Review / Approval

Section 10.a – Wire Transfer ≥ \$50,000 – Secondary Review must be performed by a member of branch management.

Review, and initial or checkmark each of the following: ☐ Inspection of the wire details to ensure completion of all required forms and fields. ☐ Proof that funds have been verified. ☐ Identification has been verified and documented.

Section 10.b – Wire Transfer ≥ \$350,000 – Secondary Review must be performed by a member of branch management. Completion of Exhibit K5-E is required to document the Secondary Review/Approval. This section must only be used if K5-E is inaccessible due to system unavailability.

Review, and initial or checkmark each of the following: ☐ Inspection of the wire details to ensure completion of all required forms and fields. ☐ Proof that funds have been verified. ☐ Identification has been verified and documented.

One of the following tasks is required (by the secondary reviewer)

<input type="checkbox"/> Customer ID verified in person (complete only if the customer is physically present to the secondary reviewer)	ID Issue State ID Type ID Number Expiration Date ID Issue Date	<input type="checkbox"/> Callback by the secondary reviewer (required if the customer is not physically present to the secondary reviewer. Complete Section 11 below.)
---	--	--

Section 10.c – (The Reviewer's Signature field below is required for all wires reviewed ≥ \$50,000 in Section 10.a or 10.b)

Reviewer's Signature:

Date:

Name:

Job Title:

Time:

*** OPERATOR-ASSISTED WIRES \$50,000 - \$349,999.99: Immediately after initiating the wire transfer, scan and email to E-Fraud Wire Shared/MN/USB.**
*** OPERATOR-ASSISTED WIRES ≥ \$350,000: Completion of Exhibit K5-E is required with attached documentation of the operator-assisted wire details. Failure to do so may result in the delay or cancellation of the wire transfer.**

Section 11 – Callback Verification

Signature of Callback Employee:

Printed Name:

Date:

Callback Confirmed With:

Time:

Complete one of the following identifying options following privacy.

Option 1: Document three different ways the customer was verified. Verification options include:

- Branch location where the account was opened
- Date & dollar amount of a recent deposit/credit
- Date the account was opened
- Dollar amount & merchant of recent debit
- Dollar amount or payee of a specific check number
- Frequency and sender of a recent direct deposit
- Mother's maiden name
- Online Banking user ID or account nickname
- Opening amount or current balance of an existing CD
- Ownership/Title/Signers of an account
 - Consumer accounts – Document the ownership/title
 - Business accounts – Document the signer(s) of an account

Option 2: Customer Identified Through Conversation Details
– Used to identify "known existing customers":

Section 12 – Operator-Assisted Wires

U.S. Bank Wire Transfer Operator 888-799-4737

Note: The following fields must be completed for operator-assisted wires.

The account has been reviewed for the following: ☐ Restraints ☐ Collected Balance ☐ Accessible Balance (Balance details or DE00 screen print attached)

Initiator Calling In Wire (signature):

Name:

Title:

Date:

Wire Transfer Operator Name:

Time:

Section 13 – Reference Numbers

PAR/Wire Reference Number:

IDWires Disclosure Number:

04/2017
K5-A.2

Customer Confidential

Retention: 5 Years

KVAM0006

805

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2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 7
WIRE TRANSFER \$9,000 ON MAY 18, 2017
FOR THIRD CONSTRUCTION DRAW
(Plaintiff's Second Motion to Compel)

Exhibit 7
WIRE TRANSFER \$9,000 ON MAY 18, 2017
FOR THIRD CONSTRUCTION DRAW
(Plaintiff's Second Motion to Compel)

2017/05/18 13:22

Print OK Cancel

Debit Account Name: JAY J KVAM
Debit ACCL Number: [REDACTED] 719
Amount (USD): 9,000.00
Send Date: 05/18/2017
Receiver: 071000013
JPMORGAN CHASE BK CHICAGO
CHICAGO, IL
Beneficiary: TNT COMPLETE FACILITY INC
[REDACTED] 855
Originator to Beneficiary Info: HALF OF THIRD INSTALLMENT

Customer Authorization

Customer Authorization: Customer acknowledges that U.S. Bank and any other bank involved in a wire transfer may rely on the account number, bank number, or other information you provide. U.S. Bank has no duty to detect any mistake in the information you provide and shall not be liable for any resulting transfer errors or loss of funds, in accordance with applicable law. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process. Customer acknowledges the applicable funds transfer is subject to the rules set forth in the Bank's *Your Deposit Account Agreement*. All transactions are subject to possible limitations under federal law and regulation, including possible restrictions under the rules issued by the U.S. Treasury's Office of Foreign Assets Control. For international wire transfers, the transfer may be made in the applicable foreign currency. In such cases, U.S. Bank or its designee may convert the amount to be transferred from U.S. dollars to the specified currency at U.S. Bank's, or its designee's, applicable rate in effect when the transaction is processed. U.S. Bank provides this rate to the customer upon request. If customer chooses not to convert to local currency at this time, it still may be converted at some point in the processing chain. We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank, in accordance with applicable law. At your request, we may request the beneficiary's bank return funds previously transferred. However, you acknowledge that the beneficiary's bank is under no obligation to comply with this request. By signing below, customer agrees to the terms of the authorization, and represents that customer is authorized to initiate this wire transfer.

Customer Signature: _____

Date: _____

SEE WIRE FORM

Customer Name(Print): _____

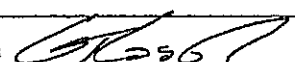
REF #170518026592

KVAM0007



General Wire Transfer Request

Section 1 – Branch Information

Branch #: 3762	Branch Name: MEADOWOOD	Branch Phone Number: 775 689 2350
Date Received: 05/18/2017	Time Received: 9:46 a.m.	
Name & Title of Person Accepting Instructions	GREG CASTLE, PERSONAL BANKER	Signature of Person Accepting Instructions 

Section 2 – Method Wire Received

Wire Requested: In-Person (Section 3 Required)

Section 3 – Identification for In-Person Wires

ID Issue State: NV /Type of ID: State Driver's License ID Number: 080211404 ID Issue Date: 01/18/2017
Expiration Date: 10/01/2022 Additional Information:

Section 4 – Telephone, Fax, and Email Requests Only

Wire transfer requests via telephone, fax, or email may only be accepted from known and existing customers. The employee accepting the request must document how the customer's identity was verified (i.e., the customer was able to verify account transaction history, etc.). Refer to [Instructions for Completing K5-A, General Wire Transfer Request](#) for detailed identification and documentation requirements. Following [privacy](#), the callback must be performed by someone other than the employee accepting the wire instructions and must be approved by branch management prior to wire initiation. Complete Section 11 to document the callback.

Customer's/Requestor's Full Name:

Documentation for how the Customer was verified

Option 1: Select three different options and document details used to identify the customer. Ownership/Title/Signer(s) option must only be selected once.

Option 2: Customer identified through conversation details – Used to identify "known existing customers":

Section 5 – Wire Information

Customer and Account Information

Debiting Account Number: 719	Account Title (as shown on the system): JAY J KVAM
Person Requesting Wire (Name) JAY J KVAM	Relationship to Beneficiary: INVESTOR
Purpose of Wire: FINISHING REHAB/RENOVATION ON 7747 S MAY ST	
Customer Address (city, state, zip): 7565 MICHAELA DR, RENO, NV 89511	

Type and Amount of Wire

Type of Wire: Domestic	Amount of Wire: 9,000.00	Is the amount in USD? Yes
------------------------	--------------------------	---------------------------

INPOC Wire Information

Reason/Purpose for using INPOC GL:

Customer CD/Loan Account #:	INPOC Cost Center & Account:	/1851230
-----------------------------	------------------------------	----------

Receiving Bank and Beneficiary Information

ABA/Swift (first bank):	Bank Name (first bank):	
Address:	City, State, and/or Country:	
ABA/Swift (final bank): 071000013	Bank Name (final bank):	CHASE BANK
Address:	City, State, and/or Country:	
Beneficiary Name:	TNT COMPLETE FACILITY INC	Beneficiary Account Number: 855
Beneficiary Address:	919 N LAFOX, SOUTH ELGIN, IL 60177	
Further Credit To/Reference Info:	HALF OF THIRD INSTALLMENT	

Section 6 – International Wire Transfers

All consumer international wires require a Prepayment Disclosure and Receipt Disclosure. Refer to [International Wire Transfer Processing](#) for instructions.

In what currency are the funds to be received? (If unknown to sender, select USD).	Type of Currency:	Bank ID Number:
--	-------------------	-----------------

Section 7 – Verification of Funds

The account has been reviewed for the following:	<input checked="" type="checkbox"/> Restraints	<input checked="" type="checkbox"/> Collected Balance
	<input checked="" type="checkbox"/> Accessible Balance (Balance details or DE00 screen print attached)	

Section 8 – Branch Management Authorization (if applicable)

Required for any of the following scenarios:

- | | |
|--|--|
| <ul style="list-style-type: none">Known/existing customer is documented.When using the INPOC account for the wire transfer requested.Future dated wires. | <ul style="list-style-type: none">For all wires requested via telephone, fax or email.When waiving the callback requirement for telephone, fax or email requests \$5,000 or less. |
|--|--|

Signature of Management Approval:

Printed name:

04/2017
K5-A.1

Customer Confidential
KVAM0008

Retention: 5 Years

808



General Wire Transfer Request

Section 9 – Customer Authorization

Customer Authorization: Customer acknowledges that U.S. Bank and any other bank involved in a wire transfer may rely on the account number, bank number, or other information you provide. U.S. Bank has no duty to detect any mistake in the information you provide and shall not be liable for any resulting transfer errors or loss of funds in accordance with applicable law. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process. Customer acknowledges the applicable funds transfer is subject to the rules set forth in the Bank's *Your Deposit Account Agreement*. All transactions are subject to possible limitations under federal law and regulation, including possible restrictions under the rules issued by the U.S. Treasury's Office of Foreign Assets Control. For international wire transfers, the transfer may be made in the applicable foreign currency. In such cases, U.S. Bank or its designee may convert the amount to be transferred from U.S. dollars to the specified currency at U.S. Bank's, or its designee's, applicable rate in effect when the transaction is processed. U.S. Bank provides this rate to the customer upon request. If customer chooses not to convert to local currency at this time, it still may be converted at some point in the processing chain. We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank, in accordance with applicable law. At your request, we may request the beneficiary's bank return funds previously transferred. However, you acknowledge the beneficiary's bank is under no obligation to comply with this request. By signing below, customer agrees to the terms of the Authorization, and represents that customer is authorized to initiate this wire transfer.

Customer
Signature: _____

Date: 2017-05-18

Future Dated Wire (Initials req'd): _____

Date to be Sent: _____

Section 10 – Secondary Branch Management Review / Approval

Section 10.a – Wire Transfer ≥ \$50,000 – Secondary Review must be performed by a member of branch management.

Review, and initial or checkmark each of the following: _____ Inspection of the wire details to ensure completion of all required forms and fields. _____ Proof that funds have been verified. _____ Identification has been verified and documented.

Section 10.b – Wire Transfer ≥ \$350,000 – Secondary Review must be performed by a member of branch management. Completion of Exhibit K5-E is required to document the Secondary Review/Approval. This section must only be used if K5-E is inaccessible due to system unavailability.

Review, and initial or checkmark each of the following: _____ Inspection of the wire details to ensure completion of all required forms and fields. _____ Proof that funds have been verified. _____ Identification has been verified and documented.

One of the following tasks is required (by the secondary reviewer)

<input type="checkbox"/> Customer ID verified in person (complete only if the customer is physically present to the secondary reviewer)	ID Issue State ID Type ID Number Expiration Date ID Issue Date	<input type="checkbox"/> Callback by the secondary reviewer (required if the customer is not physically present to the secondary reviewer. Complete Section 11 below.)
---	--	--

Section 10.c – (The Reviewer's Signature field below is required for all wires reviewed ≥ \$50,000 in Section 10.a or 10.b)

Reviewer's Signature: _____

Date: _____

Name: _____

Job Title: _____

Time: _____

* OPERATOR-ASSISTED WIRES \$50,000 - \$349,999.99: Immediately after initiating the wire transfer, scan and email to E-Fraud Wire Shared/MN/USB.
* OPERATOR-ASSISTED WIRES ≥ \$350,000: Completion of Exhibit K5-E is required with attached documentation of the operator-assisted wire details. Failure to do so may result in the delay or cancellation of the wire transfer.

Section 11 – Callback Verification

Signature of Callback Employee: _____

Printed Name: _____

Date: _____

Callback Confirmed With: _____

Time: _____

Complete one of the following identifying options following privacy.

Option 1: Document three different ways the customer was verified. Verification options include:

- Branch location where the account was opened
- Date & dollar amount of a recent deposit/credit
- Date the account was opened
- Dollar amount & merchant of recent debit
- Dollar amount or payee of a specific check number
- Frequency and sender of a recent direct deposit
- Mother's maiden name
- Online Banking user ID or account nickname
- Opening amount or current balance of an existing CD
- Ownership/Title/Signers of an account
 - Consumer accounts – Document the ownership/title
 - Business accounts – Document the signer(s) of an account

Option 2: Customer Identified Through Conversation Details
– Used to identify "known existing customers":

Section 12 – Operator-Assisted Wires

U.S. Bank Wire Transfer Operator 888-799-4737

Note: The following fields must be completed for operator-assisted wires.

The account has been reviewed for the following: ☐ Restraints ☐ Collected Balance ☐ Accessible Balance (Balance details or DE00 screen print attached)

Initiator Calling in Wire (signature): _____

Name: _____

Title: _____

Date: _____

Wire Transfer Operator Name: _____

Time: _____

Section 13 – Reference Numbers

PAR/Wire Reference Number: _____

IDWires Disclosure Number: _____

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2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 8
RESPONSE TO INTERROGATORY NO. 6
(Plaintiff's Second Motion to Compel)

Exhibit 8
RESPONSE TO INTERROGATORY NO. 6
(Plaintiff's Second Motion to Compel)

1 **DISC**

2 GUNDERSON LAW FIRM

3 Austin K. Sweet, Esq.

4 Nevada State Bar No. 11725

5 Mark H. Gunderson, Esq.

6 Nevada State Bar No. 2134

7 3895 Warren Way

8 Reno, Nevada 89509

9 Telephone: 775.829.1222

10 *Attorneys for Brian Mineau and Legion Investments*

11 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
12 **IN AND FOR THE COUNTY OF WASHOE**

13 JAY KVAM,

Case No. CV18-00764

14 Plaintiff / Counterdefendant,

Dept. No. 3

15 vs.

16 BRIAN MINEAU; LEGION INVESTMENTS,
17 LLC; 7747 S. May Street, an Unincorporated
18 Joint Venture; and DOES I-X, inclusive,

19 Defendants / Counterclaimants.

20 **BRIAN MINEAU AND LEGION INVESTMENTS' RESPONSES TO**
21 **PLAINTIFF JAY KVAM'S FIRST SET OF INTERROGATORIES**

22 **PROPOUNDING PARTY:** Jay Kvam

23 **RESPONDING PARTY:** Brian Mineau and Legion Investments, LLC

24 Pursuant to NRCP 16.1, Defendants / Counterclaimants BRIAN MINEAU ("Mineau") and
25 LEGION INVESTMENTS, LLC ("Legion"), by and through their counsel of record, Austin K.
26 Sweet, Esq., and Mark H. Gunderson, Esq., and pursuant to Rule 33 of the Nevada Rules of Civil
27 Procedure, responds to Plaintiff / Counterdefendant JAY KVAM ("Kvam")'s First Set of
28 Interrogatories to Mineau and Legion ("Requests") as follows:

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1 **INTERROGATORY NO. 1:**

2 Describe when and how Mr. Kvam allegedly turned off power to the Property. Including the
3 date and time.

4 **RESPONSE TO INTERROGATORY NO. 1:**

5 At some point between March 1, 2018, and March 24, 2018, electrical service to the Property
6 ceased. On April 14, 2018, Mr. Kvam confirmed via email that he had cancelled electrical service to
7 the Property. Further details concerning when and how Mr. Kvam completed this task, including the
8 date and time, are presently unknown.

9 **INTERROGATORY NO. 2:**

10 State the date and approximate time on which the water pipes burst at the house on the
11 Property.

12 **RESPONSE TO INTERROGATORY NO. 2:**

13 The water pipes burst at the house on the Property at some point between March 1, 2018, and
14 March 24, 2018.

15 **INTERROGATORY NO. 3:**

16 State the date on which Legion Investments, LLC's improvements to the house at the Property
17 were completed.

18 **RESPONSE TO INTERROGATORY NO. 3:**

19 Objection. Interrogatory No. 3 assumes incorrect facts and therefore cannot be directly
20 answered. Specifically, Interrogatory No. 3 assumes that Legion Investments, LLC was the party
21 making improvements to the house at the Property and that such improvements were completed.

22 Without waiving this objection, Legion Investments, LLC has not itself made improvements
23 to the house at the Property and the improvements which were being made to the house at the Property
24 by licensed contractors have not been completed.

25 **INTERROGATORY NO. 4:**

26 State the date and amount of each expenditure for improvements to the Property.

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1 **RESPONSE TO INTERROGATORY NO. 4:**

2 Legion Investments, LLC and Brian Mineau are aware of the following expenditures made
3 for improvements to the Property:

4	March 23, 2017	\$20,000.00
5	April 14, 2017	\$20,000.00
6	May 18, 2017	\$9,000.00
7	May 26, 2017	\$20,000.00

8 **INTERROGATORY NO. 5:**

9 State date [sic] and amount of each capital call or funding request for the property.

10 **RESPONSE TO INTERROGATORY NO. 5:**

11 None.

12 **INTERROGATORY NO. 6:**

13 Identify all persons who contributed capital or funds for the purchase and improvement of the
14 Property. Including the names, addresses, phone numbers, dates and amounts of the contributions.

15 **RESPONSE TO INTERROGATORY NO. 6:**

16	Jay Kvam		
	7565 Michaela Dr.		
17	Reno, NV 89511		
	Contributions:	February 13, 2017	\$44,000.00
18	March 23, 2017	\$20,000.00	
	April 14, 2017	\$20,000.00	
19	May 18, 2017	\$9,000.00	

20	Criterion NV LLC		
21	7560 Michaela Dr.		
	Reno, NV 89511		
22	Contributions:	March 26, 2017	\$20,000.00

23 **INTERROGATORY NO. 7:**

24 Describe the heating system for the property, including the heater model and number, and
25 whether it a [sic] gas or electric heater.

26 **RESPONSE TO INTERROGATORY NO. 7:**

27 The heating system on the property is electric. The heater model and number are unknown.

28 ///

1 **INTERROGATORY NO. 8:**

2 Identify all dates that Brian Mineau was present at the Property.

3 **RESPONSE TO INTERROGATORY NO. 8:**

4 Brian Mineau has never been present at the Property.

5 **INTERROGATORY NO. 9:**

6 Identify all prospective economic relationships alleged in your Fourth Claim for Relief.
7 Include the name, address, phone numbers and describe any contracts and the dates and contents
8 thereof.

9 **RESPONSE TO INTERROGATORY NO. 9:**

10 The earlier completion of the project and profitable sale of the Property. Although most
11 potential buyers are not specifically known, Mutual Happiness LLC was in contract to purchase the
12 Property but cancelled that contract. Documentation of this lost prospective economic relationship
13 has been produced and identified as LEG0023 – LEG0036.

14 **INTERROGATORY NO. 10:**

15 Describe all acts of coercion, duress and intimidation identified in your Fifth claim for Relief
16 (Deceptive Trade Practices). Include the date, time and manner of the alleged acts and any identify
17 any [sic] witness thereto.

18 **RESPONSE TO INTERROGATORY NO. 10:**

19 Jay Kvam repeatedly demanded to be "reimbursed" for all funds he invested into the Property,
20 despite the fact that the project was incomplete, no disbursements were yet due to anyone under the
21 "Terms of Agreement," and the project had been severely set back by Mr. Kvam's own actions. Brian
22 Mineau and Legion Investments, LLC nonetheless affirmed that they intended to complete the project
23 and perform their obligations under the "Terms of Agreement." However, Mr. Kvam demanded that
24 the "Terms of Agreement" be renegotiated to his benefit and threatened Mr. Mineau and Legion
25 Investments, LLC with frivolous legal action if they refused to acquiesce to those demands. Mr.
26 Kvam also wrongfully and fraudulently accessed Atlas Investors Southside LLC ("Atlas")'s bank
27 accounts and fraudulently, and without authorization, used Atlas's operating funds to pay off an
28 interest-free debt held by Atlas which would not come due for several more years, causing Atlas's

1 operating account to be overdrawn and forcing Mr. Mineau and Legion Investments, LLC to liquidate
2 other assets to provide Atlas with adequate operating funds and avoid drastic financial and business
3 consequences. Mr. Kvam also demanded Legion Investments' historic financial records, without any
4 legal or factual right to such information, again under threat of frivolous litigation. Mr. Kvam also
5 demanded that Mr. Mineau and/or Legion Investments, LLC personally guaranty Mr. Kvam's return
6 on his investment and provide separate collateral to protect his investment, again under threat of
7 frivolous litigation. When Brian Mineau and Legion Investments, LLC refused, Mr. Kvam's agents
8 harassed, threatened, and intimidated Mr. Mineau's family. Each of these acts constitutes acts of
9 coercion, duress, and intimidation designed to compel Mr. Mineau and/or Legion Investments, LLC
10 to buy Mr. Kvam out of the "Terms of Agreement," pay him more than he is entitled under the "Terms
11 of Agreement," and/or pay him sooner than he is entitled under the "Terms of Agreement." The date,
12 time, and manner of these acts is documented in correspondence between the parties' counsel and the
13 pleadings of this action.

14 **INTERROGATORY NO. 11:**

15 Describe all chattels identified in your Eighth Claim for Relief (Trespass to Chattels).

16 **RESPONSE TO INTERROGATORY NO. 11:**

17 Drywall, insulation, and copper plumbing.

18 DATED this 1 day of October, 2018.

19 GUNDERSON LAW FIRM

21 By: 

22 Austin K. Sweet, Esq.

23 Nevada State Bar No. 11725

24 Mark H. Gunderson, Esq.

25 Nevada State Bar No. 2134

26 3895 Warren Way

27 Reno, Nevada 89509

28 Telephone: 775.829.1222

*Attorneys for Brian Mineau and Legion
Investments*

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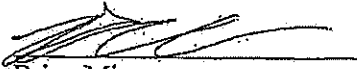
VERIFICATION

I, Brian Mineau, a Defendant and a Manger of Legion Investments, LLC in the above-entitled action, make this verification. I have read the foregoing *Brian Mineau and Legion Investments' Responses to Plaintiff Jay Kyam's First Set of Interrogatories* and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged upon information and belief, and as to those matters, I believe them to be true.

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


Executed in Reno, NV.

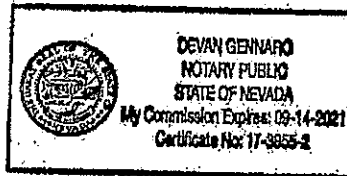
DATED this 1st day of October, 2018.


Brian Mineau

STATE OF NEVADA
COUNTY OF WASHOE

This instrument was acknowledged before me
on this 1st day of October, 2018 by Brian Mineau.



NOTARY PUBLIC for Nevada
Commission Expires: 9/14/2021



1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of the law office of Gunderson Law
3 Firm, and that on the 1 day of October, 2018, I deposited for mailing in Reno, Nevada a true and
4 correct copy of the **BRIAN MINEAU AND LEGION INVESTMENTS' RESPONSES TO**
5 **PLAINTIFF JAY KVAM'S FIRST SET OF INTERROGATORIES**, to the following:

6
7 Michael Matuska, Esq.
8 Matuska Law Offices, Ltd.
9 2310 South Carson Street, Suite 6
10 Carson City, Nevada 89701
11 *Attorneys for Jay Kvam*

12 
13 Kelly Gunderson

FILED
Electronically
CV18-00764
2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 9
CONTRACTOR AGREEMENT
(Plaintiff's Second Motion to Compel)

Exhibit 9
CONTRACTOR AGREEMENT
(Plaintiff's Second Motion to Compel)

EXHIBIT 14

Legion Investments
2171 San Remo Dr., Sparks NV 89434
Phone - 530-251-3205

Contractor Agreement

To: Derek Cole & Todd Hartwell, TNT Complete Facility Care Inc, 919 North LaFox, South Elgin IL, 60177

Re: May Street, 7747 S. May St., Chicago, IL, 60620

THIS SUBCONTRACT AGREEMENT (hereinafter referred to as the "Subcontract") is entered into this 22nd, March 2017 between: Legion Investments (hereinafter referred to as "Owner"), with its principal office at 2171 San Remo Dr., Sparks NV 89434, and Derek Cole (hereinafter referred to as "Contractor").

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DOCUMENTS. The Contract Documents includes a description of the work to be performed by Contractor under this Subcontract. Contractor acknowledges that he has carefully examined and studied the contract Documents in their entirety. Contractor further acknowledges that the work of the various Contractors for the Project is interrelated, and Contractor fully understands the character of the work to be performed by him under the Subcontract Documents.
2. WORK COVERED. Contractor agrees to perform in good and workmanlike manner, and to furnish to the Project all labor, materials (all materials shall be new unless otherwise specified by Owner), supplies, equipment, scaffolding, services, machinery, tools, and other facilities of every description required for the prompt and efficient execution of the work (hereinafter referred to as the "Work") as outlined ADDENDUM "A" attached hereto and incorporated herein by this reference. Contractor shall be obligated to perform the Work in strict compliance with the Subcontract Documents and all regulations (including OSHA & all other safety laws) as well as with the provisions of this Subcontract. Contractor acknowledges that the Subcontract Documents permit owner to perform construction or operations related to the Project and that, as a result, Owner may perform portions of the Work, as modified or changed pursuant to the terms hereof.
3. CONTRACT PRICE. For the strict (but not substantial) performance of all its obligations hereunder, Owner shall pay to Contractor the amounts set forth in ADDENDUM "B" attached hereto and incorporated herein by this reference (the "Contract Price").
4. PAYMENT SCHEDULE. So long as Contractor is not in default under any of the provisions of this contract, payment will be made for that portion of the Work completed at the unit price, lump sum price, or prices specified in accordance with the payment schedule set forth in ADDENDUM "B" and as payments are received by Contractor from owner. Contractor shall not be obligated to make progress payments to Contractor until Owner has received:

(a) City and County inspections;

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(b) Reasonable satisfaction that all legitimate complaints involving Contractor's work has been corrected by Contractor.

Any payment made here under or advances made by Owner prior to full completion and final acceptance of the Work shall not be construed as evidence of acceptance of any portion of the Work. Owner shall have the right to make payments to Contractor hereunder by checks payable jointly to Contractor and his suppliers and laborers, or any of them. Owner may deduct from payments due or to become due to Contractor any amounts payable to Owner by Contractor under this Contractor hereunder unless and until Contractor furnishes to Owner, releases of claims of Contractors, laborers, material men and other Contractors performing work or furnishing material under this Subcontract, which releases of claims shall be in a form satisfactory to Owner, and it is agreed that no payment hereunder shall be made, except at Owner's option, unless and until such releases of claims are furnished. IN ORDER TO TO RECEIVE PAYMENT, CONTRACTOR MUST PROVIDE INVOICES BY TUESDAY ON OR BEFORE 5:00 PM BEFORE THE FRIDAY OF PAY. INVOICE MUST INCLUDE (3) PICTURES OF EACH ROOM AND EACH EXTERIOR SIDE OF THE PROPERTY EVEN IF CONTRACTOR IS NOT PERFORMING WORK ON THAT AREA. PAYMENTS TO CONTRACTOR MAY BE PICKED UP BETWEEN THE HOURS OF 4:00 PM AND 5:00 PM ON FRIDAY. NO EXCEPTIONS!

5. RETENTIONS. Owner shall be entitled to retain and withhold from the amount due Contractor without interest that portion of the Contract Price designated as "Retention" in ADDENDUM "B" until Owner deems job complete and for a period of 7 business days thereafter.

6. ADDITIONS, CHANGES, AND MODIFICATIONS TO SUBCONTRACT. The terms and conditions of this Subcontract are not subject to addition, modification or change, unless such addition, modification or change in writing. Any addition, change, or modification made by a duly authorized representative of Owner makes such addition, modification, or change in writing. Any addition, change, or modification made by any other person or persons shall not be binding upon Owner, nor shall Owner have any responsibility or liability for unauthorized additions, changes, or modifications to this Subcontract. No addition, change, or modification made as herein provided shall void this Subcontract.

7. ADHERENCE TO PLANS AND SPECIFICATIONS. Contractor shall make no changes in nor shall deviate from the Subcontract Documents. Contractor shall be responsible and liable for any and all damage that may result from such changes or deviations. Contractor will be required at his own cost and expense to cause any of his work to conform strictly to the contract Documents, unless a written authorization of Owner executed in accordance with paragraph 6, addressed to Contractor, shall be given, setting forth in detail what specific changes may be made. Should there be any discrepancy between the plans or the specifications, or both, and any governmental laws or regulations, then those, which are more stringent and/or maximum, shall govern. Owner assumes no responsibility for failure of the plans or specifications of the Subcontract Documents to meet with governmental laws or regulations, and it is conclusively presumed that the Contractor is familiar with said governmental laws or regulations, regardless of the provisions of the Contract Documents. Contractor agrees that should any change be required by any governmental authority, such change shall be made by Contractor without increase in the Subcontract Price, Owner agreeing only that it will use its best efforts to have the Subcontract Documents meet with the requirement of governmental authority. If any of the Contract Documents

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EXHIBIT #
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provide for any performance contrary to any such laws and regulations, Contractor shall be required to notify Owner, in writing, prior to the correction of such Contract Documents to comply with the applicable law or shall be required to notify Owner, in writing, prior to the correction of such Contract Documents to comply with the applicable law or regulation and Contractor shall not perform any such work until the corrected Contract Documents have been approved in writing by Owner in accordance with Paragraph 6 of this Subcontract.

8. EXTRAS. It is agreed that all labor, material, and equipment furnished by Contractor shall be deemed to be included within the Contract Price, even though the labor, materials, and equipment are not specifically required or demanded in this Subcontract or the Contract Document, and that the same nevertheless shall be deemed to be included within the scope of labor, materials, and equipment properly and necessarily required for the performance of the Work. Owner, at any time during the progress of the Project, may order in writing changes, additions, or modifications to the Contract Documents in accordance with Paragraph 6, and the same shall not void this Subcontract, but the value thereof, as designated by Owner in such written authorization, shall be added to or deducted from the Contract Price as the case may be.

9. TAXES. The Contract Price includes the payment by Contractor of any tax under any law now existing, or which may hereafter be adopted by Federal, State, local or other governmental authority, taxing the materials, services required or labor furnished, or any other tax levied by reason of the performance of the Work.

10. COMMENCEMENT AND COMPLETION OF THE WORK. Contractor shall prosecute the Work in a prompt and diligent manner whenever such Work, or any part of it becomes available or at such other time or times as Owner may direct, and so as to promote the general progress of the construction of the Project. Contractor agrees to perform the Work in a prompt and diligent manner, commencing the several parts thereof at such times and proceeding therewith in such order as directed by Owner's superintendent, and agrees to finish the several parts and the whole of the Work, so that in conjunction with other trades engaged thereon, he will assure the uninterrupted progress of the Project. Contractor will cooperate with related work and will not interfere in any manner with the work of Owner or other Contractors. In the event of any conflicts in the construction schedule of Contractor and Owner or any other Contractor, Owner shall decide which work shall have precedence and the decision of Owner shall be final.

11. COOPERATION BY CONTRACTOR; ATTENDANCE, MEETINGS. Contractor shall cooperate with Owner in scheduling and performing his work to avoid conflict or interference with the work of others. Contractor agrees to use his best efforts to attend all meetings, upon twenty-four (24) hours notice, written or oral, called by Owner concerning the Project. Should Contractor fail to so attend two (2) such meetings (whether or not consecutive) Owner may terminate this Subcontract, and Owner shall have all rights or remedies provided at law or in equity, including those specified in Paragraph 21.

12. LINES, GRADES AND MEASUREMENTS. Contractor assumes full responsibility for the proper interpretation of all lines, levels, and measurements and their relation to bench marks, property lines, reference lines, and the work of Owner or other Contractors in all cases where dimensions are governed by conditions already established, the responsibility for correct knowledge of the conditions shall rest entirely on Contractor. No variations from specified lines or grades or dimensions shall be made except on written authority of Owner. All portions of the Work shall be made to conform to actual, final conditions as they develop in the course of

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construction.

13. RELATED WORK. By commencement of the Work hereunder, Contractor acknowledges that all related, adjacent or dependent work, services, utilities, or materials are acceptable to him. Unless prior damage is reported in writing by Contractor to Owner, Contractor hereby waives any and all claims for damages or extras with respect to defects in or failure of such work, services, utilities or materials.

14. INTERRUPTION OF WORK. If, as a result of fire, earthquake, act of God, war, strikes, picketing, boycott, lockouts, nonpayment by property owner, nonpayment by construction lender or other causes or conditions beyond the control of Owner, Contractor discontinues the Work prior to its completion, then Contractor shall resume performance as soon as conditions permit, or if Contractor shall discontinue construction because Owner shall consider it inadvisable to proceed with the Work. Contractor will resume the Work promptly upon receiving written notice from Owner to do so, and Contractor shall not be entitled to any damages or compensation on account of cessation of the Work as a result of any of the causes mentioned above.

15. CORRECTION AND REMOVAL OF DEFECTS IN MATERIAL OR WORK. All defects in material used or work performed under this Subcontract as designated by City or County inspectors, Owner or Owner, and which are brought to the attention of Contractor, shall immediately be corrected by Contractor to the satisfaction of Owner and the designating person. If any workmanship or materials are declared in writing by Owner, Owner or any applicable governmental authority to be unsound or improper, then Contractor shall, within twenty-four (24) hours after service upon him of written notice from Owner, Owner, or the appropriate governmental authority to that effect, proceed with due diligence to remove from the site all such materials, whether worked or unworked, and shall take down all such portions of the unsound or improper work and shall make good all work in other trades damaged by such a removal. In the event that all or any portion of such work shall be of such a nature, or the time available to complete the whole work shall be so limited, that in the judgment of Owner it would not be a expedient to order the same replaced or corrected, Owner, at its option, may deduct from the payments due or to become due to Contractor an amount that shall represent the difference between the fair and reasonable value of such work and its value had it been executed in conformity with the Contract Documents.

16. FAILURE TO ADEQUATELY PERFORM. Upon written or oral notification from Owner that Contractor's performance is in any respect unsatisfactory, needs correction or that Contractor has failed to comply fully with the terms of this Subcontract or the Contract Documents, or that the Work has been damaged, Contractor shall, within twenty-four (24) hours after written notification, Owner may terminate this Subcontract and Owner shall have all the rights and remedies provided at law or in equity, including those specified in Paragraph 21. If, in Owner's sole judgment, Contractor displays a pattern of failure to comply with the terms of this Subcontract or the Contract Documents (as evidenced by more than one notice of Contractor's failure to so comply, given pursuant to this Paragraph 16 then, Owner may terminate this Subcontract and Owner shall have all the rights and remedies provided at law or in equity, including those specified in Paragraph 21).

17. DAMAGE TO RELATED WORK. Should Contractor damage the work or installations of Owner or any other Contractor, Contractor shall promptly pay to Owner or such Contractor, as the case may be all cost incurred in repairing the damage. Contractor and his suppliers shall not be permitted to drive any vehicle over

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EXHIBIT #
5 of 14

any curb or sidewalk on the Project at any time by any means. Contractor shall take all action necessary to ensure that his suppliers comply fully with the requirements of this Paragraph 17 and shall be fully responsible for all damage to curbs or sidewalk caused by his vehicles or those of his suppliers. All damage to the Work prior to full completion and final acceptance of the Project as a whole, regardless of who caused such damage or how it occurred, shall be promptly repaired or replaced by Contractor at his own cost and expense.

18. **HOLD HARMLESS.** Contractor will hold Owner harmless from any and all damages caused by defective workmanship or materials, and delays caused thereby, and will pay and reimburse Owner for any and all such damages. In the event any dispute arises as to Contractor's workmanship or the quality of materials furnished, the decision of Owner reasonably made and arrived at shall be binding.

19. **GUARANTEE.** Contractor guarantees Owner, Owner, and all future owners of the Project, against any loss or damage arising from any defect in materials and workmanship furnished under this Subcontract for the period established in the Contract Documents or, if no such period is established, a period of one (1) year from the date of final acceptance of the Project as a whole. Contractor agrees to execute any special guarantees as provided by the terms of the Contract Documents prior to final payment. Upon written notification of defects from Owner or any such owner, Contractor shall proceed within twenty-four (24) hours of such notice with due diligence, at his own expense, to replace any defective materials or perform any labor necessary to correct any defect in the Work, and upon failure of Contractor to do so, Owner or the affected Owner may furnish or secure, at Contractor's expense, such materials or labor as are necessary to bring the Work up to the required standard, all costs thus incurred thereupon becoming a debt immediately due and payable by Contractor, which debt Contractor shall pay to Owner within fifteen (15) days after written demand from Owner or the affected Owner.

20. **DAMAGES TO OWNER FOR DELAY.** Inasmuch as Contractor is only one of many Contractors performing services and providing materials to the Project, and since the timely performance of Contractor's work hereunder is essential to the coordination with the completion of the various other Contractors' work, it is mutually recognized that Owner will suffer substantial damage if Contractor fails to perform its work in a timely manner. Contractor agrees to reimburse Owner for any and all liquidated damages that may be assessed against and collected from Owner by Owner, which are attributable to or caused by Contractor's failure to furnish the materials and perform the work required by this Subcontract within the time fixed in the manner provided for herein, and in addition thereto, agrees to pay Owner such other or additional damages as Owner may sustain by reason of such delay by Contractor. The payment of such damages shall not release Contractor from obligation to otherwise fully perform this Subcontract. In the event of such failure or delay in the timely performance of the Work, the damages provided above may, at the option of Owner, be applied against any amount due Contractor hereunder. The remedy herein provided for is to compensate Owner for Contractor's failure or delay in the timely performance of the Work. It is understood and agreed that this remedy is not applicable to any breach or default hereunder by Contractor which results in something other than a delay in performance, and that Owner has the right in addition hereto, to pursue any and all legal and/or equitable remedies as might be available to it in the event Contractor fails in the performance of any of the terms of this Subcontract.

21. **RIGHTS OF OWNER ON TERMINATION.** In the event of termination of this Subcontract by Owner as provided herein, Contractor hereby authorizes Owner to perform and complete the Work and in connection

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EXHIBIT 4
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therewith, Owner may do any or all of the following:

(a) Eject Contractor;

(b) take possession of all materials, appliances, tools and equipment already on the site or intended for the Work, as well as all materials in the course of preparation wherever located, and have any and all rights under all subcontracts of Contractor; and/or

(c) Go in the open market and secure materials and employ persons which in Owner's judgment are necessary to complete the Work, at Contractor's expense.

Contractor shall not be entitled to receive any further payment until acceptance of the entire Project and then only after the direct and indirect costs incurred by Owner to complete Contractor's work, plus a reasonable allowance for profit for Owner, have been determined. The direct and indirect costs and the allowances for profit shall apply against the Contract Price, and, if in excess of the balance due Contractor, the amount of the excess shall be a debt immediately due and owing from Contractor to Owner.

22. DEFENSE OF PATENTS. The Contractor shall defend all suits or claims for infringement by him of any patent rights that may be brought against Owner.

23. CUTTING, FITTING AND PATCHING; WORK OF OTHERS. Contractor shall, as a part of the Contract Price, do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly, and to fit it to receive or be received by the work of other Contractors, shown upon or reasonably implied by the Contract Documents. Contractor agrees to protect the work of others from damage as a result of his operations. Should Contractor cause damage to the work of any other Contractor, then Contractor agrees to compensate promptly such Contractor to the extent of his damage as provided in Paragraph 17. Should the proper workmanlike and accurate performance of the Work under this Subcontract depend wholly or partially upon the proper workmanlike or accurate performance of any work or materials furnished by Owner or other Contractors on the Project, Contractor agrees to use all means necessary to discover any such defects and report same in writing to Owner before proceeding with his work which is so dependent; and shall allow Owner a reasonable time in which to remedy such defects; and in the event he does not so report to Owner in writing, then it shall be assumed that Contractor has fully accepted the work of others as being satisfactory and Contractor shall be fully responsible thereafter for the satisfactory performance of the Work covered by this Subcontract, regardless of the defective work of others.

24. CLAIMS OF CONTRACTOR FOR DELAY OR DAMAGE. Contractor expressly waives any and all rights to make claim or be entitled to receive any compensation or damages for failure of Owner or other Contractors to have related portions of the Work completed in time for the work of the Contractor to proceed shall have been given to Owner of cancellation reduction in coverage.

25. INDEMNIFICATION. To the fullest extent permitted by law,

(a) Contractor shall indemnify and hold free and harmless Owner, its officers, trustees, directors and employees, from any and all obligations, liability, liens, claims, demands, loss, damage, costs or causes of action whatsoever (hereinafter referred to as "Liability") to, or brought by, any and all persons, including without limitation employees of Contractor, family members of Contractor or heirs of Contractor, or to property, in any way due to or arising out of or claimed to arise out of performance by Contractor of this Subcontract, however the Liability may be caused regardless of whether the Liability is caused by the conduct

LEG0007

EXHIBIT 4
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or negligence of Owner, including, but not limited to, the following:

(i) Any loss, cost, damage or expense sustained by Owner, including reasonable attorneys' fees, on account of or through the use or misuse of the Project and the improvements and real estate appurtenant thereto, or any part thereof by Contractor, or by any other person thereon at the invitation, express or implied, of Contractor, or by permission of Contractor.

(ii) Any loss, cost, damage, expense including reasonable attorneys' fees, liability or damages as a result of bodily injury, including death, or property damage, sustained at any time by any person or persons, including without limitation Contractor's employees, family members or heirs, arising out of or in consequence of the performance of the Work whether such bodily injuries or such property damage are due to the negligence of Contractor or any other person. Contractor will pay when due every valid Liability created or incurred by Contractor, his agents, servants or employees excepting only the payment to Contractor of the Contract Price at the time and in installments as provided in ADDENDUM "B", subject to the obligations of this Subcontract.

(b) Notwithstanding the foregoing, the indemnity agreement created herein shall apply to indemnify and hold harmless the Owner, its officers, directors or employees against any liability or any and all damage, loss or expense resulting from death or bodily injury to persons or any injury to property arising from the sole negligence or willful misconduct of Owner, its officers, agents, trustees, heirs, employees, servants or independent contractors who are directly responsible to Owner.

(c) Contractor agrees not to allow anyone on Project who is not a direct employee of Contractor. If Contractor allows anyone on site other than a paid employee of its company, then Contractor is fully liable for any and all losses that may happen to that individual including injury or death.

26. INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship of Contractor to Owner during the term of this Subcontract shall be that of an independent contractor. Contractor shall take any and all actions necessary to maintain said independent contractor relationship throughout term of the Subcontract, and Contractor shall at no time be considered an employee of Owner.

27. CLEAN-UP AND STORAGE. Contractor shall maintain, to the satisfaction of Owner, all work sites in a clean, neat, and safe condition and shall comply promptly with any instructions from Owner with respect thereto. As the Work is completed Contractor shall remove from the site thereof, to the satisfaction of Owner, all of Contractor's rubbish, debris, materials, tools and equipment and, if Contractor fails to do so promptly, Owner may remove the same to any place of storage or any dumping ground at Contractor's risk and expense and without incurring any responsibility to Contractor for loss, damage, or theft. All storage and removal costs thus incurred by Owner shall be deducted from any payment or balance due Contractor hereunder.

28. INTEREST RATE ON CHARGEBACKS. Whenever any monies are expended or costs or expenses are incurred by Owner on behalf of or on account of Contractor, for which Contractor should have paid or for which Contractor is required to reimburse Owner, or if Owner continues or completes the Work after default by Contractor, Contractor shall pay to Owner interest at the rate of ten percent (10%) per annum. The said interest charges shall accumulate from the time said monies are expended or said costs or expenses are incurred until the same are paid to Owner by Contractor. Nothing herein contained shall be construed as requiring Owner to make any such expenditure, advance any such monies, or incur any such expenses.

29. USE OF OWNER'S EQUIPMENT. The use of any of Owner's equipment, rigging, blocking, hoist, or

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EXHIBIT 4
8 DA14

scaffolding by Contractor given, loaned, or rented to Contractor by Owner shall be upon the distinct understanding that Contractor use the equipment, rigging, blocking, or scaffolding at his own risk and takes the same "as is" and Contractor assumes all responsibility for and agrees to hold Owner harmless from all claims or damages whatsoever resulting from the use thereof, whether such damage results to Contractor or his own employees or property or to other persons or the employees or properties of other persons. Nothing herein contained shall be deemed to permit any such use by Contractor without the prior written consent by Owner.

30. PERMITS AND LAWS. Contractor shall promptly obtain, at his expense, and before commencing any portion of the Work, all permits and licenses required for the Work. Contractor shall comply with all laws, ordinances, rules, regulations, orders, and requirements of the applicable city and county government, the State, and Federal government, and of any board or commission or any other duly qualified body having jurisdiction, which shall or might affect or apply to the Work. Contractor shall exhibit each such required permit or license to Owner upon its request.

31. ASSIGNMENT. Contractor shall neither assign nor subcontract the whole or any portion of this Subcontract or the payments hereunder without first obtaining in each and every instance permission in writing from Owner, and then only subject to, and upon the same terms and conditions as, the provisions of this Subcontract. Any permission granted by Owner shall not be deemed permission to any subsequent assignment or subcontract. Any assignment or subcontract by Contractor made without the consent of Owner as herein provided shall be null and void and shall at the option of Owner be grounds for termination of this Subcontract, and Owner shall have the right to elect to proceed in accordance with the provisions of Paragraph 21. Any such assignment or subcontract shall contain all of the provisions of this Subcontract and shall require the assignee or Contractor thereunder to be directly liable to Owner in all respects as herein required of Contractor. Any assignment of this Subcontract or assignments of payments permitted by Owner shall be submitted to Owner for its prior written approval and shall not be binding upon Owner until so approved. No assignment shall relieve Contractor from his duties, obligations, and liabilities hereunder, unless specifically relieved in writing by Owner.

32. LIENS. Contractor shall pay when due all claims for labor or material incurred by him in the performance of this Subcontract if any lien of mechanics or materialism, or attachments, garnishments or suits affecting title to real property are filed against the Property, or any portion thereof, Contractor shall, within ten (10) days after written demand of him by Owner, cause the effect of such lien, attachment or suit to be removed from the Property, or any portion thereof, and in the event Contractor shall fail to do so, this Subcontract may be terminated, at Owner's option, upon twenty-four (24) hours notice to Contractor, and Owner shall have all the rights and remedies provided at law or in equity, including those specified in Paragraph 21. Owner is hereby authorized to use whatever means it may deem best to cause the lien, attachment or suit, together with its effect upon the title, to be removed, discharged, satisfied, compromised or dismissed, and the cost thereof, including reasonable attorneys' fees incurred by Owner, shall become immediately due from Contractor to Owner. Contractor may contest any such lien, attachment, or suit, provided that first he shall cause the effect to be removed from the Property, or any part thereof, and shall do such further things as may be necessary to cause Owner not to withhold, by reason of such liens, attachments or suits, monies due to Owner from Owner. If all terms of this Subcontract are not met by Contractor, then Contractor waives any and all rights to liens and cannot file liens or must immediately remove any existing liens at his/her own costs.

CHEBET 4
9 of 14

33. **INSOLVENCY OR BANKRUPTCY.** In the event Contractor becomes insolvent, is unable to pay his current obligations or commits any act of bankruptcy, this Subcontract may be terminated at the option of Owner upon twenty-four (24) hours' written notice to Contractor, and Owner shall have all the rights or remedies provided at law or in equity, including those specified in Paragraph 21. Contractor hereby authorizes all financial institutions, material men and individuals, to disclose to Owner, Contractor's financial status, credit and manner of meeting obligations. Contractor agrees in the event it files, or others file a petition for relief under the Bankruptcy Code concerning it, and in the event that its performance hereunder is deemed deficient by the General Contractor during such time that Contractor is considering whether to affirm or reject this contract pursuant to its right provided under the Bankruptcy Code, Owner may seek and obtain substitute performance by any means to make up for and cure any such deficiency until such time as Contractor has made its election to affirm or reject. Contractor agrees that any sums Owner expends to obtain such substitute performance shall be deducted from any and all amounts that are or may become due under this contract.

34. **DEATH OF CONTRACTOR.** If Contractor is a sole proprietor, his death automatically terminates this Subcontract.

35. **JOB SITE SUPERINTENDENT.** During the performance of the Work, Contractor shall furnish to each job site sufficient skilled labor, adequate and suitable materials, tools, and equipment to proceed with the Work. A qualified superintendent or foreman shall be designated for each job site to act as the representative of Contractor on the Project, with the right and power to obligate Contractor. Contractor shall continuously employ such superintendent or foreman on each job site wherein Contractor is conducting any portion of the Work under the Contract Documents. Such superintendent or foreman shall at all times be satisfactory to Owner and shall not be changed without written consent of Owner. Upon oral or written notice from Owner that such superintendent or foreman is unsatisfactory to Owner, Contractor shall replace him with a person satisfactory to Owner within twenty-four (24) hours.

36. **TIME OF ESSENCE AND WAIVER.** All time limits stated in this Subcontract are of the essence to the Subcontract. A waiver by Owner of any one of the terms or conditions herein contained shall not be construed as a waiver of any subsequent breach. Any consent by Owner to the delay in the performance of Contractor of any obligations to be performed by Contractor shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement, of any remedy by Owner in the event of a breach of any term or condition hereof, or the exercise by Owner of any right hereunder, shall not be construed as a waiver.

37. **CONTRACTOR'S WARRANTIES AND REPRESENTATIONS.** As a material inducement to Owner to enter into this Subcontract, Contractor warrants and represents as follows:

- (a) Contractor is familiar with all requirements of the Subcontract and Contract Documents.
- (b) Contractor has investigated the Project and has satisfied himself regarding the character of the Work and local conditions that may affect Contractor's performance.
- (c) Contractor is satisfied that the work can be performed and completed in conformance with the Subcontract.
- (d) Contractor accepts all risk directly or indirectly connected with the performance of this Subcontract.

LEG0010

EXHIBIT H,
10 OF 14

(e) Contractor warrants that in entering into this Contractor he has not been influence by a statement or promise of Owner or its representatives, but only by the Contract Documents.

(f) Contractor is financially solvent

(g) Contractor is experienced and competent to perform this Subcontract.

(h) Contractor is qualified, licensed in good standing and authorized to do business as a contractor in the State where the project is located.

(i) Contractor is familiar with all general and special laws, ordinance and regulations that may affect the Work, its performance or those persons employed with respect thereto.

(j) Contractor is familiar with the tax and labor regulations and with rates of pay that will affect his performance hereunder.

38. PUBLICITY. Contractor shall not disclose or make public to any media or any persons associated with the news media or by advertisement or any kind or nature that Contractor has enter into his Subcontract with Owner, unless such public release is first approved in writing by Owner.

39. CONFLICT OF LAW. The laws if the State of Illinois shall govern the interpretation, validity and construction of the terms and conditions of this Subcontract.

40. SEVERABILITY. Should any of provisions of this Contractor prove to be invalid or otherwise ineffective, the other provisions of this contract shall remain in full force and effect. There shall be substituted for any such invalid or ineffective provision a provision that, as far as legally possible, most nearly reflects the intent of the parties hereto.

41. SAFETY REGULATIONS. Contractor shall comply with all applicable safety regulations and orders, including, but not limited to, regulations and orders of all Federal, State and local agency in connected therewith, and shall hold Owner free and harmless from any and all claims by reason of Contractor's failure to fully comply with such laws, acts, or regulations.

42. HEIRS AND ASSIGNS. This Subcontract shall insure to the benefit of all binding on the heirs, executors, administrators and successors of the respective parties hereto, and the assigns of Owner.

43. NOTICE. Any notices or statements required or designed to be given under this Subcontract, unless otherwise provided herein, shall be personally served by United States mail to the address set forth below, until notice of a difference in address be given.

47. PLACE OF PERFORMANCE. Execution of this Contractor shall be Owner's principal place in business in the City of Chicago, County Cook, State of Illinois, and the property shall be deemed the place performance of this Subcontract for all legal purposes.

48. ACCIDENTS REPORTS. Contractor shall report to Owner all accidents incidental to the work, which result in death or injury to persons or in damage to property.

49. DEBT TO OWNER: If Contractor fails to cure a warranty issue, owes money to Owner or fails to complete

LEG0011

EXHIBIT 4
11 OF 14

a Project other than the Project directly related to this Subcontract, Owner may deduct monies from Contractor from this Subcontract without Owner losing any rights that Owner has on this Subcontract or any other Subcontract. No other points or paragraphs of this Subcontract or any other Subcontract can be applied by Contractor.

50. A project checklist will be provided at the beginning of each project. Contractor will complete his share of the "project checklist" that was delivered at the time the work began. Contractor will keep his portion of the project checklist up to date and will return the completed checklist at the completion of the project. If the contractor has any issues during the project in regards to the "project checklist" he will contact the developers immediately.

51. The project manager Colleen Burke will be the primary point of contact for any and all concerns that may arise during the rehab process. Please contact her at 773-552-7900 to schedule draw request, project progress inspections, any project checklist questions, and to schedule the utilities turn on times, etc. If Colleen cannot be reached in a timely fashion, then please call Brian Mineau at 530-251-3205.

In WITNESS, WHEREOF, the parties have executed and delivered this Subcontract on the date first set forth above.

OWNER:
Legion Investments

BY: DocuSigned by:
Brian Mineau
5C79E24372C245D...

ITS: Manager

CONTRACTOR:
TNT Complete Facility Care Inc
Derek Cole
Todd Hartwell

BY: DocuSigned by:
Todd Hartwell
BY: DocuSigned by:
Derek Cole
AB00F0D8F0AD4E0...
3BAFD49408884A7...

ITS: CEO & Field Operations VP

The above represents and warrants that they are authorized to execute and deliver this Subcontract for the entity referenced above.

LEG0012

EXHIBIT 4
12 OF 14

ADDENDUM "A"
DESCRIPTION AND SCOPE OF WORK

Client: Legion investments

Price: \$80,000

Address: 2171 San Remo DR, Sparks Nevada 89434

Job title: 7747 S. May St. Chicago IL

Start date: March 27 2017

Demo permit application, architect, floor plan design and actual demo will begin as soon as contract signed and down payment received. It is the intention of TNT to execute these tasks in a manner to limit hold time on completion. The Swift action of this will ensure we are complete and on the market by June

Secure all permits, demo all property, design floor plan, secure architectural drawings, submit for approval, . . . execute complete rehab of property including garage, provide a turn key market-ready property estimated time 90 days after plans accepted and permit approved. TNT agrees to completely renovate property and be due diligent getting this project planned and approved to complete.

Work to be completed in a timely manner to satisfactory terms and conditions

PAYMENT TERMS

\$ 20,000 down to secure permits, architect, demo

\$ 15,000 to begin re construction April 17th 2017

\$ 15,000 due April 27th 2017

\$ 13,000 due May 8th 2017

\$ 9,000 due May 18th 2017

Final payment of \$ 8000 due upon punch list completion and key turn over

DUE DATE: All work to be completed by June 1st, 2017.

GENERAL CONTRACTUAL REQUIREMENTS:

- 1) Time is of the essence, and Contractor maybe required to work overtime at his own expense to keep pace with the project.
- 2) Contractor shall be present and work within Owner's established hours.
- 3) Contractor shall mobilize to the site upon notification by the Owner.
- 4) Contractor shall be required to perform multiple mobilizations to perform their work.
- 5) Contractor is responsible for the security of their own stored and installed materials, and the final cleaning of their work until such work is turned over to the owner.
- 6) Contractor shall be responsible for all dust and erosion control that is associated with their work.
- 7) Contractor shall be responsible for their own entire layout from Owner provided control points.
- 8) Contractor's filed representative(s) must walk all required Building & Engineering Inspections when requested.
- 9) Contractor shall attend all required job site coordination meetings, as scheduled by the Owner.
- 10) Contractor shall be responsible to remove all trash and debris from the job site daily.
- 11) Contractor shall only drill and cut structural members, as per the Structural Engineer and building code requirements and limitations. All mechanical or electrical materials shall be installed within the joist and or wall space, unless indicated otherwise on the drawings or directed by Architect.
- 12) Time and material work will not be paid without a previously approved Change Order.
- 13) Contractor shall comply with all Federal, State and local safety regulations.

LEG0013

EXHIBIT 4
13 GA 14

- 14) All work shall be in accordance with the plans and specifications as prepared by Architect.
- 15) Contractor includes all work described in the plans, specifications, and Architect's bid scope sheet. All work shall be performed in accordance with all Federal, State, and City requirements and standards.

GENERAL CONSTRUCTION REQUIREMENTS:

1. Includes necessary preparation for a complete job, including filling nail holes in woodwork to receive paint stain.
2. Includes caulking of all interior sides of all windows and doors.
3. Includes painting of all doors and frames.
4. Includes painting of all roof penetrations to match roof shingles.
5. Includes installing piping to code
6. Includes protection of existing finished surfaces.
7. Includes all site painting as needed bollards, handrails etc.
8. Includes crew for all punch list touch-up as part of your normal contract.
9. Make smooth transitions between old and new work.
10. All invoicing MUST be submitted to Owner's fax no later than the Tuesday preceding the Friday of payment.

For the construction of:

7747 S. May St.
Chicago, IL 60620

Legion Investments

LEG0014

EXHIBIT A
14 OF 14

ADDENDUM "B"
Contract Price

Owner agrees to pay to Contractor for the satisfactory completion of the herein described work the sum of:
\$80,000.00

Weekly payments will be made up to 90% of the work performed until project completion. The Owner will approve the percentage of the work at its sole discretion.

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Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 10
TEXT MESSAGE ON MARCH 23, 2017
(Plaintiff's Second Motion to Compel)

Exhibit 10
TEXT MESSAGE ON MARCH 23, 2017
(Plaintiff's Second Motion to Compel)

Brian Mineau, Michael Spinola

Group message



Good morning guys, we are ready for our first draw on May street 20k. I will email the wiring instructions to you jay and if you have time to get it out some time in the next day or two I would appreciate it.

Brian Mineau (other) • Mar 23, 2017

Good morning to you too!

Glad to hear it. I'm going to leave for Elmo shortly so I will send the funds before that shortly after I receive the instructions.

Elko! haha

Mar 23, 2017



I was wondering where Elmo was lol.

Brian Mineau (other) • Mar 23, 2017

If Sesame Street were anywhere, I'd imagine that it would be in the same neighborhood as May Street.

Mar 23, 2017

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Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 11
TEXT MESSAGE ON APRIL 13, 2017
(Plaintiff's Second Motion to Compel)

Exhibit 11
TEXT MESSAGE ON APRIL 13, 2017
(Plaintiff's Second Motion to Compel)

Brian Mineau
(530) 251-3205

Good morning jay, I spoke with Derek last night and this morning and next Tuesday or Wednesday is good for the next draw if that works for you. He said Easter pushed a few inspections back but we will be done no later than the 16th of May

Brian Mineau (other) • Apr 13, 2017

That does. We can talk details at our meeting today, and then I'll queue it up.

Apr 13, 2017

B

Cool

Brian Mineau (other) • Apr 13, 2017

Great meeting this afternoon! Looking forward to next steps. Until then, I have a question and a follow-up request of you:

- 1) Does our contracting with Derek mean that he would part ways with Todd Hartwell and TrT-24/77?
- 2) Would you ask Derek whether his bank account is a business account? That has implications for my/our ability to move monies to him at lesser cost. Also, would the account for the second draw be that same as for the first?

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Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 12
EXCERPT FROM COLLEEN BURKE'S DEPOSITION
(Plaintiff's Second Motion to Compel)

Exhibit 12
EXCERPT FROM COLLEEN BURKE'S DEPOSITION
(Plaintiff's Second Motion to Compel)

In the Matter Of:

Kvam, Jay vs Mineau, Brian, et al.

COLLEEN BURKE

October 17, 2019

Job Number: 580135

1 sell and market the properties and close them.

2 Q. Did you -- did you sell the South May
3 Street property?

4 A. Oh, no. No. No involvement ever after
5 that.

6 Q. Were -- were you asked to sell it?

7 A. After that phone call from Brian saying
8 that the investor no longer wanted me to go there then
9 that was it. I had no involvement, nor did he and I
10 speak about that property, I don't think, ever again.
11 Because I think -- I believe --

12 Q. Were you --

13 A. Go ahead.

14 Q. Okay.

15 A. I'm sorry. Go ahead, Mike.

16 Q. Were you even aware when the property was
17 being listed and sold?

18 A. No. I -- I didn't -- after that point I
19 really wasn't interested so I didn't -- didn't look.

20 Q. When the property -- when you saw the
21 property at that demo stage stripped down to the studs,
22 at least the first floor, do you have an estimate of
23 percentage of completion of the project at that point?

24 A. An estimate, I don't really -- what do
25 you mean an estimate of completion? When it would

1 totally be completed?

2 Q. Well, I mean is that work in -- is the
3 demo work is that half of the scope of work or --

4 A. Oh, no.

5 Q. -- more or less --

6 A. No, it's just the earliest stage of the
7 work, I mean. So do I have like a time frame when the
8 house should be finished, do you mean?

9 Q. No. I'm asking -- I'm asking about the
10 -- about the percentage of work. I mean, in this -- I
11 can be more specific here. This contract agreement the
12 total price is \$80,000.

13 A. Uh-huh.

14 Q. So is the demo stage stripping that down
15 to the studs \$40,000 worth of work?

16 A. Oh, no. No, no. Absolutely not.

17 Q. Less?

18 A. Oh, yes.

19 Q. Okay. Who was -- who's -- who's really
20 in charge of that South May Street project?

21 A. Well, I really -- it was between, I
22 believe, Brian and Derek Cole. You know, my
23 involvement ended after that phone call so I really
24 don't know what their agreement was.

25 Q. And Brian's involved -- Brian's

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Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 13
NOVEMBER 16, 2018 CLOSING STATEMENT
(Plaintiff's Second Motion to Compel)

Exhibit 13
NOVEMBER 16, 2018 CLOSING STATEMENT
(Plaintiff's Second Motion to Compel)

American Land Title Association

ALTA Settlement Statement - Cash
Adopted 05-01-2015

File No./Escrow No.: 730323
Print Date & Time: 11/16/18 8:49 AM
Officer/Escrow Officer:
Settlement Location:
Citywide Title
850 W. Jackson Blvd., Ste. 320
Chicago, IL 60607

Citywide Title Corporation
ALTA Universal ID:
850 W. Jackson
Suite 320
Chicago, IL 60607

Property Address: 7747 S May St
Chicago, IL 60620
Borrower: Thousand Oaks Management, LLC
Seller: Legion Investments, LLC
Settlement Date: 11/16/2018
Disbursement Date: 11/16/2018
Additional dates per state requirements:

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	\$41,000.00	Sale Price of Property	\$41,000.00	
		Deposit		\$1,000.00
		Prorations/Adjustments		
\$2,233.36		County Property Taxes from 01/01/2018 thru 11/14/2018		\$2,233.36
		Other Loan Charges		
		Appraisal Fee		
		Credit Report Fee		
		Flood Certification Fee		
		Tax Service Fee		
		Title Charges & Escrow / Settlement Charges		
\$50.00		Title - CPL Fee to First American	\$25.00	
\$3.00		Title - DFI Policy Fee to Citywide Title		
\$1,660.00		Title - Owner's Policy to Chi-City Title Co.		
\$250.00		Title - Search Fee to Citywide Title		
\$687.50		Title - Settlement Fee to Citywide Title	\$687.50	
\$150.00		Title - Update Fee to Chi-City Title Co.	\$150.00	
\$40.00		Title - Wire Fee to Citywide Title	\$40.00	
		Commission		
\$700.00		Commission to Altura Realty		
\$1,300.00		Commission to Millier Chicago, LLC		

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Citywide Title Corporation to cause the funds to be disbursed in accordance with this statement.

Buyer/Borrower:

Willmetta D. Lewis, by
David Starnack as agent 11-16-18
THOUSAND OAKS MANAGEMENT LLC Date

Seller:

[Signature] 11-16-18
LEGION INVESTMENTS, LLC Date

[Signature]
Escrow Officer

Michael B. Brown

11/16/2018
Date

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CV18-00764
2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 14
PLAINTIFF'S EXPERT WITNESS DISCLOSURE -
REPORT OF BENJAMIN C. STEELE, CPA, CGMA
(Plaintiff's Second Motion to Compel)

Exhibit 14
PLAINTIFF'S WITNESS EXPERT DISCLOSURE -
REPORT OF BENJAMIN C. STEELE, CPA, CGMA
(Plaintiff's Second Motion to Compel)

CODE:

Michael L. Matuska, Esq. SBN 5711
MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, Suite 6
Carson City, NV 89701
Attorneys for Plaintiff

**THE SECOND JUDICIAL DISTRICT COURT OF NEVADA
IN AND FOR THE COUNTY OF WASHOE**

JAY KVAM,

Plaintiff,

Case No. CV18-00764

v.

Dept. No. 6

BRIAN MINEAU; LEGION INVESTMENTS,
LLC; 7747 S. May Street, an Unincorporated
Joint Venture; and DOES I-X, inclusive,

Defendants.

PLAINTIFF'S EXPERT WITNESS DISCLOSURE

COMES NOW Plaintiff, JAY KVAM, by and through his counsel of record, Matuska Law
Offices, Ltd., Michael L. Matuska, and hereby discloses the following witnesses pursuant to
NRC 16.1(a)(2):

1. BENJAMIN CHARLES STEELE, CPA, CGMA
Steele & Associates LLC CPA's
611 N. Nevada St.
Carson City, NV 89703

Mr. Steele will testify regarding his audit of the investments and expenses of the project at
7747 May Street, Chicago, Illinois, the accounting controls for the project, and the
characterization of the agreement between the parties. His report is attached hereto. This report
may be supplemented as more information becomes available.

AFFIRMATION

The undersigned does hereby affirm that the preceding document does not contain the
social security number of any person.

MATUSKA LAW OFFICES, LTD.
2310 S. Carson Street #6
Carson City NV 89701
(775) 350-7220

1 Dated this 30th day of September, 2019.
2
3

MATUSKA LAW OFFICES, LTD.

Michael L. Matuska

By:

MICHAEL L. MATUSKA, SBN 5711
Attorneys for Plaintiff, JAY KVAM,
individually and derivatively on behalf of
the unincorporated joint venture identified as
7747

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd. and that on the 30th day of September, 2019, I served a true and correct copy of the preceding document entitled **PLAINTIFF'S EXPERT WITNESS DISCLOSURE** as follows:

Austin K. Sweet, Esq.
GUNDERSON LAW FIRM
3895 Warren Way
Reno, NV 89509
asweet@gundersonlaw.com

☐ **BY CM/ECF:** I electronically filed a true and correct copy of the above-identified document with the Clerk of the Court by using the electronic filing system which will send a notice of electronic filing to the person(s) named above.

☒ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

☐ **BY EMAIL:** (as listed above)

☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s) by hand delivery to the office(s) of the person(s) named above.

☐ **BY FACSIMILE:**

☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY:**

☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-Carson Messenger Service for delivery.


SUZETTE TURLEY



Jonathan S. Steele, CPA CGMA

Vanessa L. Davis, CPA CGMA
Benjamin C. Steele, CPA CGMA Emeritus

September 24, 2019

Michael L. Matuska, Esq.
Matuska Law Offices, LTD.
2310 South Carson Street, Suite 6
Carson City, Nevada 89701

Kvam V. Mineau, Second Judicial District Court of the State of Nevada, Case No. CV 18-00764

Report on Accounting records submitted for the investment property, 7747 S. May St., Chicago IL. (The Project)

Purpose of Review:

I was engaged to review the records for the following goals:

- A. Audit of the financial records to determine the construction costs and contributions attributed to the Project.
- B. Provide an opinion on whether the Project had adequate accountings controls.
- C. To provide an opinion on how to characterize the agreement between the parties for accounting and tax reporting purposes.

Documents Reviewed:

I reviewed the following documents prior to preparing this report.

First Amended Complaint
Second Amended Complaint
Texts
Building Permit History
Wire Transfer records
Chase Bank records for TNT Complete Facility Care, Inc.
Terms of Agreement February 13, 2017
ALTA Settlement Statement February 13, 2017
Legion Investment, LLC Operating Agreement July 24, 2014
Resolution July 22, 2014
Contractor Agreement TNT Complete Facility Care, Ind. March 22, 2017
Chase Bank Wire Transfer Records Acct# xxxx1855 (excerpts)
Chase Bank Statement Acct # xxxx1855
Mutual of Omaha Bank Wire Transfer Request May 26, 2017
ALTA Settlement State November 16, 2018
Balance Statements

611 N. Nevada Street
Carson City, Nevada 89703
Phone: (775) 882-7198
Fax: (775) 883-4346

Members of: CPA Connect
Nevada Society of Certified Public Accountants
American Institute of Certified Public Accountants
Affordable Housing Association of Certified Public Accountants

Investment Activity:

Mr. Kvam entered into an agreement with Brian Mineau and Michael J. Spinola, to purchase and renovate real property located at 7747 S. May St., Chicago Illinois. The property will be listed for sale after completion of the renovations.

The agreement listed Mr. Kvam as the funding member, and he was to provide the following funds.

- A. Real property purchase.
- B. Draw 1`
- C. Draws 2 and 3 are silent as to who will contribute.

The agreement provided Mr. Kvam will be paid 7% annual interest on the initial funds.

The agreement also allocated 50% of the 1/3 profit of Michael Spinola for both initial funding to Jay Kvam.

The agreement is silent as to the return of capital after the sale of the property.

The business structure was not specified, and to my understanding the transactions have not been reported to the Internal Revenue Service. The entity does not have a federal identification number. However, it appears that legion Investments, LLC took title to the property and received the proceeds of sale for the benefit of the named project investors, including Jay Kvam, Michael Spinola and Brian Mineau.

Funding of the Project

Funding by Jay Kvam:

Purchase of Property	2/13/17	\$ 43,781.34
Draw #1	3/23/17	20,000.00
Draw #2	4/14/17	20,000.00
Draw #3	5/18/17	<u>9,000.00</u>
Total Kvam		93,784.31

Funding by Others

Draw #3	5/26/17	Criterion NV LLC	<u>20,000.00</u>
Total Funds			<u>\$113,784.31</u>

The so-called Balance Statement provided by Brian/Legion Investment claim credit for this last draw of \$20,000 on May 26, 2017. The payment was made by a wire transfer by Michael Spinola under the name of Criterion NV LLC on May 26, 2017. I am unable to confirm how much of Kvam's funding was used on the 7747 May Street project, and whether the funding from Mineau/Criterion NV LLC was used on the project. Based on a text from Brian Mineau to Jay Kvam on February 7, 2017, TNT Complete Care Facility "was getting wiring info for a separate account so he could keep May Street funds separate from other projects." This did not happen, and the May Street project funds wound up in TNT's account 1855 along funds designated for other projects, including 8744 Bishop, 8754 S. Michigan, 9919 Forest and 1404, 1408 Wyoming.

OPERATION OF THE PROJECT:

- A. The property was purchased by Legion Investments LLC on 2/13/17. Legion Investments, LLC. The LLC is owned by Brian Mineau and he is listed as the sole member.
- B. Legion Investments LLC signed a contractor's agreement on 3/22/17 with TNT Complete Facility Care, Inc. to renovate the real property. The contractor agreement listed the completion date 6/1/17. Brian Mineau signed the contract.
- C. The contract provided for a "turn key market ready property" for the price of \$80,000. (See Contractor Agreement, Addendum "A" also specified the payment terms, including "Final payment of \$8,000 due upon punch list completion and key turn over." In other words, the project should have been \$3,000 from punch list completion based on the above listed draws in the amount of \$69,000.
- D. Paragraph 51 listed Colleen Burke as the project manager and Brian Mineau as contacts concerning this project.
- E. I contacted Ms. Burke on July 16, 2019 to request records and discuss her duties as a project manager. Ms. Burke stated she had no record because her duties were very limited and for a short time. Ms. Burke visited the jobsite a couple of times and took pictures of the renovation progress, with no other responsibilities. Brian Mineau terminated her services.
- F. Correspondence implied Brian Mineau acted as the manager of the project. He communicated with the contractor and the investors. The investors only transferred funds when Brian requested, and he gave them wiring instructions. He also gave the investors updates and pictures as to progress.
- G. Legion Investments LLC sold the property on 11/16/18 for \$41,000 and the net funds of \$24,473.77 are being held in trust until the legal issues are settled.

RECORDS OF THE PROJECT:

- A. The records supporting the project costs are limited or nonexistent. The recap of financial transactions furnished to Jay Kvam is a brief recap of draws sent to the contractor and expenses paid directly by Legion Investments, LLC. The reports were labeled Balance Statement, but it is actually a recap of checks written.

- B. Paragraph 50 of the construction contract requires the contractor maintain a project checklist and the contractor was to update the list as construction progress. If there is an issue with the work, the contractor was to alert the developer. This checklist was unavailable at my review.
- C. Paragraph 4 of the contract required the contractor and subcontractors to provide invoices furnish documents and pictures of the completed work. It appears Brian Mineau directed Kvam to make payments to TNT without requesting or receiving the required documents to verify the amount of work completed. To support the work completed, Mineau relied on the contractor's statements and request for additional funds. I did not locate any records to support the completed work as stated by the contractor.
- D. The project did not maintain a formal set of accounting records.
 - 1. General Ledger
 - 2. Business checking account statements, cancelled checks etc.
 - 3. Reconciliation of capital contributions and equity accounts.
 - 4. Supporting documentation justifying the level of completed construction.
 - 5. Agreements as to terminating the business entity and distribution of assets or paying excess liabilities

Conclusion:

Brian Mineau managed the project and made all the decisions for the project without the input from the investors. It appears he relied on statements from the contractor as to the level of completion and never asked for additional documents to support the percentage. The investors relied on the communications from Brian to keep informed of the project. The accounting records are inadequate for proper control of the project finances.

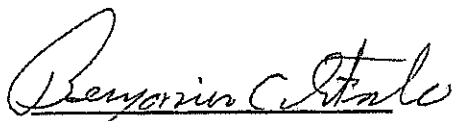
Despite an exhaustive review of the TNT Complete Facility Care, Inc. bank statements and cancelled checks to trace the 7747 May St. transactions, I could not determine the expenses paid for the 7747 May Street Project. The funds were deposited in the general accounts that was used for TNT's multiple projects and checks issued. A separate checking account was not maintained for this project.

The accounting records are incomplete and cannot support the level of work completed.

I did not determine the type of business form this project operated as.

I reserve the right to supplement this report as more information becomes available.

My fee for investigating this matter and preparing this report was \$205 per hour. My fee for testifying in depositions or trial is \$275 per hour.


Benjamin C. Steele CPA, CGMA

FILED
Electronically
CV18-00764
2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 15
TEXT MESSAGE ON FEBRUARY 17, 2017
(Plaintiff's Second Motion to Compel)

Exhibit 15
TEXT MESSAGE ON FEBRUARY 17, 2017
(Plaintiff's Second Motion to Compel)

Brian Mineau
(530) 251-3205



Evenin', Brian!

Did those wire details come through? I could do it tomorrow during limited banking hours, if they came through.



Feb 17, 2017

Not yet, he was getting the wiring info for a separate account so he could keep May street funds separate from other projects

I will push to get them by the end of the weekend, sorry for the hold up he was sick most of the week but said he is feeling better now

B

Brian Mineau (other) • Feb 17, 2017



Okay, no problem, I'll just hold tight.

Feb 17, 2017

B

I appreciate it, sorry for the delays

Brian Mineau (other) • Feb 17, 2017

FILED
Electronically
CV18-00764
2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 16
TNT COMPLETE FACILITY CARE, INC. –
CHASE BANK STATEMENTS ACCOUNT #1855
(Plaintiff's Second Motion to Compel)

Exhibit 16
TNT COMPLETE FACILITY CARE, INC. –
CHASE BANK STATEMENTS ACCOUNT #1885
(Plaintiff's Second Motion to Compel)



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

March 01, 2017 through March 31, 2017
Account Number: 1855

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-242-7338
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

00014010 DRE 111 212 09517 NNNNNNNNNN 1 000000000 D9 0020
TNT COMPLETE FACILITY CARE, INC.
PO BOX 6017
ELGIN IL 60121-6017

CHECKING SUMMARY

Chase Performance Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$10,358.33
Deposits and Additions	17	1,14,375.77
Checks Paid	40	-27,431.72
ATM & Debit Card Withdrawals	56	-8,592.31
Electronic Withdrawals	34	-109,786.16
Other Withdrawals	3	-8,245.54
Fees	2	-177.00
Ending Balance	152	\$501.37

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
03/06	Deposit 1655531489	\$25,844.38
03/06	Deposit 1672998492	5,000.00
03/06	Online Transfer From Chk ...3365 Transaction#: 6054302791	1,500.00
03/09	Schneider Enterp Sni Jpm_El 2258127 CCD ID: 2203882737	9,682.40
03/10	Deposit 1678132539	1,448.60
03/10	Online Transfer From Chk ...7185 Transaction#: 6056818160	2,800.00
03/13	Online Transfer From Chk ...7185 Transaction#: 6073956166	5,000.00
03/14	Deposit 1678132589	18,047.62
03/21	Fedwire Credit Via: Greater Nevada Credit Union/321280143 B/O: Legion Investments, LLC Sparks NV 89434 Ref: Chase Nyc/Cir/Bnl=Tnt Complete Facility Care, Inc, Elgin, IL 601216017/Ac-000000006038 Rfb=O/B Gtr NV CU C Obl=9919 S Forest/1 Imad: 0321GmqImp01013651 Tin: 5541309080FI	10,000.00
03/21	Deposit 1677681731	7,750.79
03/22	Schneider Enterp Sni Jpm_El 2275276 CCD ID: 2203882737	9,867.62
03/23	Card Purchase Return 03/22 Staples 00116590 South Elgin IL Card 0690	48.38
03/23	Fedwire Credit Via: Ally Bank/124003116 B/O: Jay Kvam Reno NV 89511-1476 Ref: Chase Nyc/Cir/Bnl=Tnt Complete Facility Care, Inc, Elgin, IL 601216017/Ac-000000006038 Rfb=2213514 Obl=77 47 South May St Legion Investments Jay Kvam Imad: 0323MmqImp000175 Tin: 5237909082FI	20,000.00
03/24	Card Purchase Return 03/20 Cna Insurance Companies Chicago IL Card 0690	175.00

CHASE
JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

April 01, 2017 through April 28, 2017
Account Number: 1855

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-242-7338
Deaf and Hard of Hearing: 1-800-242-7303
Para Español: 1-888-622-4273
International Calls: 1-713-262-1679

00014053 DRE 111 212 12317 NNNNNNNNNN 1 00000000 D'S 0000
TNT COMPLETE FACILITY CARE, INC.
PO BOX 6017
ELGIN IL 60121-6017



CHECKING SUMMARY

Chase Performance Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$501.37
Deposits and Additions	15	205,334.68
Checks Paid	22	-22,337.50
ATM & Debit Card Withdrawals	51	-9,587.43
Electronic Withdrawals	35	-171,404.70
Other Withdrawals	1	-250.00
Fees	1	-88.00
Ending Balance	125	\$2,168.42

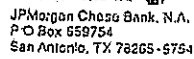
DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
04/03	Deposit 1678732845	\$29,270.86
04/03	Online Transfer From Chk ...3385 Transaction#: 6118758231	4,000.00
04/06	Card Purchase Return 04/05 Paypal *Epicmarketa 4029357733 CA Card 0690	1,250.00
04/06	Fedwire Credit Via: Greater Nevada Credit Union/321280143 B/O: Legion Investments, LLC Brian Minoan/Owner Ref: Chase Nyc/Ctr/Bnl=Tnl Complete Facility Care, Inc. Elgin, IL 601216017/Ac-000000006038 Rfb=9919 S. Forest #3 Inad: 0406GmqImp01008695 Trn: 4189009096F1	17,000.00
04/06	Schneider Entorp Sni Jpm_El 2292353 CCD ID: 2203882737	6,433.70
04/10	Deposit 1678581825	30,411.70
04/13	Fedwire Credit Via: Greater Nevada Credit Union/321280143 B/O: Legion Investments, LLC Brian Minoan/Owner Ref: Chase Nyc/Ctr/Bnl=Tnl Complete Facility Care, Inc. Elgin, IL 601216017/Ac-000000006038 Rfb=9919 S. Forest #3 Inad: 0413GmqImp01010142 Trn: 4764709103F1	7,500.00
04/17	Fedwire Credit Via: U.S. Bank/121201694 B/O: Jay J Kvam Reno,NV,89511 Ref: Chase Nyc/Ctr/Bnl=Tnl Complete Facility Care, Inc. Elgin, IL 601216017/Ac-000000006038 Rfb=170417016143 O Btl=Second Draw Legion Investments J Ay Kvam Inad: 0417MmqImp31001841 Trn: 2504709107F1	20,000.00
04/17	Deposit 1678881768	58,818.71
04/17	Online Transfer From Chk ...8167 Transaction#: 6152727391	1,000.00
04/21	Deposit 1678801719	100.00
04/24	Deposit 1678881835	16,399.23

Page 1 of 6

SB1013248-F1

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CUSTOMER SERVICE INFORMATION

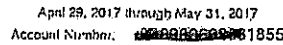
Web site:	Chase.com
Service Center:	1-800-242-7338
Deaf and Hard of Hearing:	1-800-242-7383
Para Español:	1-888-622-4273
International Calls:	1-713-262-5679

0001415 DRE 111 212 19417 NNNNNNNNNNNN 1 00000000 09 0000
TNT COMPLETE FACILITY CARE, INC.
PO BOX 6017
ELGIN IL 60121-6017

Chase Performance Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$2,160.42
Deposits and Additions	24	364,724.28
Checks Paid	20	-17,049.05
ATM & Debit Card Withdrawals	63	-9,252.71
Electronic Withdrawals	50	-255,146.23
Other Withdrawals	2	-1,350.00
Fees	1	-49.00
Ending Balance	160	\$44,045.70

DATE	DESCRIPTION	AMOUNT
05/01	Fedwire Credit Via: United Community Bank/051112843 B/O: Atlanta's Reliable Roofing CO Doraville, GA 305600000 Ref: Chase Nyc/Cir/Bnl=Tnl Complete Facility Care, Inc. Elgin, IL 5012160177/Ac-000000006038 Rib=O/B United Com M Imad: 0501L1Lb16C000055 E7jn; 1412009121FI	\$5,805.00
05/01	Deposit 1678431885	
05/01	Online Transfer From Mma ...3760 Transaction#: 5198648041	32,582.59
05/03	Online Transfer From Chk ...3265 Transaction#: 6195923034	1,000.00
05/04	Fedwire Credit Via: United Community Bank/051112843 B/O: Atlanta's Reliable Roofing CO Doraville, GA 305600000 Ref: Chase Nyc/Cir/Bnl=Tnl Complete Facility Care, Inc. Elgin, IL 5012160177/Ac-000000006038 Rib=O/B United Com M Imad: 0504L1Lb16C000205 E7jn; 5071609124FI	26,290.00
05/04	Online Transfer From Chk ...7185 Transaction#: 6198719928	4,000.00
05/05	Fedwire Credit Via: Wells Fargo Bank/121000248 B/O: Amicus Ventures LLC Henderson, NV 89074-7770 Ref: Chase Nyc/Cir/Bnl=Tnl Complete Facility Care, Inc. Elgin, IL 5012160177/Ac-000000006038 Rib=O/B96911252852 29 Obj=Reference Todd Hartwell Reis Plance 8744 S Bishop Drive 1 Imad: 05051187033R016178 Trn: 5348309125FI	20,000.00
05/08	Card Purchase Return 05/04 Paypal *Twincities4029357733 CA Card 0690	15.00
05/09	Fedwire Credit Via: Wells Fargo Bank/121000248 B/O: Amicus Ventures LLC Henderson, NV 89074-7770 Ref: Chase Nyc/Cir/Bnl=Tnl Complete Facility Care, Inc. Elgin, IL 5012160177/Ac-000000006038 Rib=00088911299712 49 Obj=Reference Todd Hartwell 8754 S. Michigan Drive 1 Imad: 05091187033R005206 Trn: 2491609129FI	10,000.00
05/09	Schneider Enterp Sni Jlrn_El 2335505 GCD ID: 2203882737	7,996.80



DATE	DESCRIPTION	AMOUNT
05/12	Fedwire Credit Via: United Community Bank/051112843 B/O: Atlanta's Reliable Roofing CO Doraville, GA 303500000 Ref: Chaso Nyc/Cir/Bnl=Tnt Complete Facility Care, Inc. Elgin, IL 6012160177/Ac-000000006038 Rlb=O/B United Com M Imad: 0512L1Lb6C0000354 Trn: 1871809136FI	17,088.50
05/12	Deposit 1692885145	23,310.53
05/15	Deposit 1693785480	18,117.03
05/16	Deposit 1693035451	10,000.00
05/17	Online Transfer 6219785512 From Ted Card Account 8811111162A1 Transaction #: 6219785512	300.00
05/18	Fedwire Credit Via: United Community Bank/051112843 B/O: Atlanta's Reliable Roofing CO Doraville, GA 303500000 Ref: Chaso Nyc/Cir/Bnl=Tnt Complete Facility Care, Inc. Elgin, IL 6012160177/Ac-000000006038 Rlb=O/B United Com M Imad: 0518L1Lb6C000173 Trn: 5474809136FI	25,885.50
05/18	Fedwire Credit Via: U.S. Bank/121201694 B/O: Jay J Kvam Reno, NV, 89511 Ref: Chaso Nyc/Cir/Bnl=Tnt Complete Facility Care, Inc. Elgin, IL 6012160177/Ac-000000005038 Rlb=17051826592 O Bl=Half of Third Installment Imad: 0518J1Q504C002525 Trn: 4496109138FI	9,000.00
05/19	Fedwire Credit Via: Greater Nevada Credit Union/321280143 B/O: Legion Investments, LLC Sparks NV 89434 Ref: Chaso Nyc/Cir/Bnl=Tnt Complete Facility Care, Inc. Elgin, IL 6012160177/Ac-000000006038 Rlb=9919 S Forest Obis/Final Payment Imad: 0519Gmqmfp01017725 Trn: 5945009139FI	7,500.00
05/19	Fedwire Credit Via: Wells Fargo Bank/121000248 B/O: Amicus Ventures LLC Henderson, NV 89074-7770 Ref: Chaso Nyc/Cir/Bnl=Tnt Complete Facility Care, Inc. Elgin, IL 6012160177/Ac-000000006038 Rlb=00023431392499 30 Obi=Referencia Todd Harjwell Role Pence 8744 S Bishop Draw 2 Imad: 0519I1B7032R011403 Trn: 3917109139FI	6,800.00
05/23	Deposit 1693335497	51,573.27
05/23	Schneider Entorp Sni Jpm_El 2352813 CCD ID: 2203882797	3,601.50
05/25	Fedwire Credit Via: United Community Bank/051112843 B/O: Atlanta's Reliable Roofing CO Doraville, GA 303500000 Ref: Chaso Nyc/Cir/Bnl=Tnt Complete Facility Care, Inc. Elgin, IL 6012160177/Ac-000000006038 Rlb=O/B United Com M Imad: 0525L1Lb6C000114 Trn: 3689809145FI	5,009.00
05/26	Fedwire Credit Via: Mutual of Omaha Bank/104002894 B/O: Criterion NV LLC Reno NV 89511-1475 Ref: Chaso Nyc/Cir/Bnl=Tnt Complete Facility Care, Inc. Elgin, IL 6012160177/Ac-000000006038 Rlb=May Street Imad: 0526Gmqmfp01020340 Trn: 8911709146FI	20,000.00
05/31	Deposit 1693485206	45,348.16
Total Deposits and Additions		536,724.25

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
1951 ^	05/13	05/15	5500.00
1952 ^	05/15	05/15	50.00
8160 * ^		05/02	2,250.00
8226 * ^	04/29	05/01	210.00
8228 * ^		05/30	499.00
8229 ^		03/15	338.00
8230 ^		05/22	350.00
8231 ^		05/15	400.00
8233 * ^		05/08	1,200.00
8274 * ^		05/18	150.00
8275 ^		05/23	2,350.00
8276 ^		05/26	2,250.00
8277 ^		05/31	538.00
8278 ^		05/30	208.00

DATE	DESCRIPTION	AMOUNT
06/07	Fedwire Credit Via: United Community Bank/061112843 B/O: Atlanta's Reliable Roofing CO Doraville, GA 303600000 Rel: Chase Nyc/Cir/Bnl=Trn Complete Facility Care, Inc, Elgin, IL 601215017Ac-000000006038 Rib=O/B United Com M Inad: 06081L1U015C00221 Trn: 6175939152FI	\$18,123.50
06/06	Deposit 1693635427	
06/06	Schneider Enterp Sni_Jpm_El 2309159 COD ID: 2203882737	12,188.65
06/08	Fedwire Credit Via: United Community Bank/061112843 B/O: Atlanta's Reliable Roofing CO Doraville, GA 303600000 Rel: Chase Nyc/Cir/Bnl=Trn Complete Facility Care, Inc, Elgin, IL 601216017Ac-000000006038 Rib=O/B United Com M Inad: 06081L1U015C000195 Trn: 4934809155FI	6,349.60
06/09	Fedwire Credit Via: Wells Fargo Bank/121009246 B/O: Amicus Ventures LLC Henderson, NV 89074-7770 Rel: Chase Nyc/Cir/Bnl=Trn Complete Facility Care, Inc, Elgin, IL 601216017Ac-000000006038 Rib=O/B United Com M Inad: 06091B7032R007420 Trn: 2459309160FI	13,188.50
06/09	Fedwire Credit Via: Wells Fargo Bank/121009246 B/O: Amicus Ventures LLC Henderson, NV 89074-7770 Rel: Chase Nyc/Cir/Bnl=Trn Complete Facility Care, Inc, Elgin, IL 601216017Ac-000000006038 Rib=O/B United Com M Inad: 06091B7032R007420 Trn: 2459309160FI	20,000.00
05/12	Deposit 1693943710	
06/12	Online Transfer From Chk ...5911 Transaction#: 5267242371	22,437.36
06/12	Online Transfer From Chk ...1220 Transaction#: 8287245099	2,300.60
06/14	ATM Check Deposit 06/14 270 S Randall Rd Elgin IL Card 0690	2,000.00
06/16	Fedwire Credit Via: Greater Nevada Credit Union/321280143 B/O: Legion Investments, LLC Sparks NV 89434 Rel: Chase Nyc/Cir/Bnl=Trn Complete Facility Care, Inc, Elgin, IL 601216017Ac-000000006038 Rib=O/B Grtr NV CU C Obl=Rel 17047 Rel 1404 Wyoming Inad: 0616GmGmmp01006892 Trn: 2820409167FI	1,625.00
06/16	Deposit 1694093891	3,875.00
06/19	Deposit 1693493606	
06/19	Schneider Enterp Sni_Jpm_El 2383794 COD ID: 2203882737	4,400.00
06/20	Deposit 1693493836	2,117.74
06/20	2026-Phoenix Ext Dir Dep PPD ID: 1208593669	9,032.50
06/22	Schneider Enterp Sni_Jpm_El 2387150 COD ID: 2203882737	34,111.78
06/23	Fedwire Credit Via: U.S. Bank/121201694 B/O: Wyoming Partners LLC Reno, NV 89509 Rel: Chase Nyc/Cir/Bnl=Trn Complete Facility Care, Inc, Elgin, IL 601216017Ac-000000006038 Rib=170623037918 O Bl=1408 Wyoming Inad: 0629L3L151C003775 Trn: 5495309174FI	4,601.49
06/23	Deposit 1693493991	2,700.00
06/23	2026-Phoenix Ext Dir Dep PPD ID: 1208593669	1,030.06
06/26	Deposit 1694093804	7,044.55
06/29	Fedwire Credit Via: United Community Bank/061112843 B/O: Atlanta's Reliable Roofing CO Doraville, GA 303600000 Rel: Chase Nyc/Cir/Bnl=Trn Complete Facility Care, Inc, Elgin, IL 601216017Ac-000000006038 Rib=O/B United Com M Inad: 0629L1U015C000243 Trn: 5236709160FI	17,578.51
06/29	Schneider Enterp Sni_Jpm_El 2395273 COD ID: 2203882737	11,510.00
06/30	Card Purchase Return 05/29 Best Buy Mkt 00006072 South Elgin IL Card 0690	1,025.00
06/30	2026-Phoenix Ext Dir Dep PPD ID: 1208593669	100.98
06/30	Online Transfer From Chk ...1220 Transaction#: 634650401	6,910.00
	Total Deposits and Additions	208.00
		5212,368.32

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
7910 ^			
8110 * ^		06/05	\$2,250.00
8161 * ^		03/20	156.00
8227 * ^		05/05	300.00
8280 * ^		05/02	500.00
8281 ^		06/02	500.00
		08/05	132.00



August 01, 2017 through August 31, 2017
Account Number: 00000000001855

DEPOSITS AND ADDITIONS (continued)

DATE	DESCRIPTION	AMOUNT
08/15	Fedwire Credit Via: Wells Fargo Bank/121003248 B/O: Amicus Ventures LLC Henderson, NV 89074-7770 Ref: Chase Nyc/Ctr/Bnl=Trl Complete Facility Care, Inc. Elgin, IL 601216017/Ac=0000000000038 Rth=00678572276060 08 Obi-Re 8754 S Michigan Ave Chicago IL 60620 Inv No 2 5000 Dollars R E 8744 S Bishop Chicago IL Inad: 08151187031R016634 Trn: 5814409227F1	15,000.00
08/15	Deposit 1706189074	22,735.88
08/17	Online Transfer From Chk ...5911 Transaction#: 6450808216	2,506.00
08/18	Card Purchase Return 08/17 Aulozone #1699 South Elgin IL Card 0690	130.04
08/21	Deposit 1706197830	23,218.15
08/22	Schneider Enterp Snt Jgm, El 2460086 CCD ID: 2203882737	17,743.88
08/28	Deposit 1706047516	96,948.22
08/31	Online Transfer From Chk ...7185 Transaction#: 6481314262	3,500.00
08/31	Online Transfer From Chk ...5911 Transaction#: 6481521865	2,250.00
Total Deposits and Additions		\$224,717.57

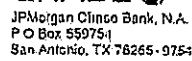
CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
8093 ^		08/31	\$2,250.00
8307 ^		08/07	163.14
8308 ^		08/04	295.63
8310 ^		08/04	408.00
8311 ^		08/07	200.00
8312 ^		08/07	200.00
8313 ^		08/07	262.00
8314 ^	08/07	08/07	198.00
8315 ^		08/07	1,100.00
8316 ^		08/11	1,000.00
8317 ^	08/10	08/10	1,500.00
8318 ^	08/11	08/11	768.00
8319 ^	08/11	08/11	1,104.00
8320 ^		08/17	129.00
8321 ^		08/22	208.00
8325 ^		08/17	400.00
8326 ^		08/22	150.00
8327 ^		08/23	210.00
8337 ^		08/29	263.00
8338 ^		08/31	150.00
8339 ^		08/28	160.00
Total Checks Paid			\$11,115.67

If you see a description in the Checks Paid section, it means that you received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.



September 01, 2017 through September 29, 2017
Account Number: ~~7777777777~~ 855

Web site:	Chase.com
Service Center:	1-800-242-7338
Deaf and Hard of Hearing:	1-800-242-7353
Para Español:	1-888-622-4273
International Calls:	1-713-262-1679

00014417 DRE 111 212 27717 NNNNNNNNNNN 1 00000000 00 0000
TNT COMPLETE FACILITY CARE, INC.
PO BOX 6017
ELGIN IL 60121-6017



Chase Performance Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$5,352.54
Deposits and Additions	16	205,447.31
Checks Paid	15	-10,503.22
ATM & Debit Card Withdrawals	107	-13,535.28
Electronic Withdrawals	31	-180,489.48
Other Withdrawals	3	-4,625.00
Fees	1	-766.40
Ending Balance	176	\$1,406.47

DATE	DESCRIPTION	AMOUNT
09/01	Online Transfer From Chk ...5911 Transaction#: 6487794250	53,500.00
09/05	Deposit 1693235493	63,201.41
09/06	Schneider Entorp Ssl Jpm_El 2477393 CCD ID: 2203882737	3,615.20
09/07	Online Transfer From Chk ...7185 Transaction#: 6501338220	4,000.00
09/08	Online Transfer From Chk ...7185 Transaction#: 6503509507	4,000.00
09/11	Deposit 1653643886	34,171.21
09/11	Deposit 1653643914	7,431.65
09/11	Schneider Entorp Ssl Jpm_El 2183005 CCD ID: 2203882737	6,192.50
09/13	Deposit 923831347	1,205.00
09/14	Fedwire Credit Via: Wells Fargo Bank/121000248 B/O: Amicus Ventures LLC Henderson, NV 89074-7770 Ref: Chaso NYC/GH/Eni=Trj Complete Facility Care, Inc. Elgin, IL 601216017Ac-00000006938 R/b=0006412570255 50 Cbi=Ref 8744 S Bishop Draw 3 I/mad: 09141187032RQ15167 Trj: 5317109257FI	29,090.00
09/15	Deposit 1693793778	2,000.00
09/18	Online Transfer From Chk ...8167 Transaction#: 6526700657	2,000.00
09/19	Deposit 1723678361	41,446.55
09/19	Online Transfer From Chk ...7185 Transaction#: 6528701238	3,500.00
09/22	Schneider Entorp Ssl Jpm_El 2495339 CCD ID: 2203882737	2,205.00
09/23	Deposit 1723678226	6,828.51
09/28	Purchase Return 09/28 Mnrdr-Elgin 825 South R Elgin IL Card 0599	48.68
09/28	Online Transfer From Chk ...5911 Transaction#: 6549595130	800.00
Total Deposits and Additions		\$206,447.31



JPMorgan Chase Bank, N.A.
P.O. Box 659754
San Antonio, TX 78265-9754

September 30, 2017 through October 31, 2017
Account Number: 1855

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-242-7338
Deaf and Hard of Hearing: 1-800-242-7393
Para Español: 1-888-622-6273
International Calls: 1-713-282-1679

00014524 DRG 111 212 29717 NNNNNNNNNN -1 000020000 09 0000
TNT COMPLETE FACILITY CARE, INC.
PO BOX 6017
ELGIN IL 60121-6017



CHECKING SUMMARY

Chase Performance Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$1,486.17
Deposits and Additions	17	274,529.09
Checks Paid	6	-3,224.75
ATM & Debit Card Withdrawals	99	-10,169.09
Electronic Withdrawals	43	-252,813.96
Other Withdrawals	2	-3,473.38
Fees	2	-710.50
Ending Balance	169	\$5,623.70

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
10/02	Online Transfer From Chk ...5911 Transaction#: 6557579114	\$250.00
10/03	Deposit 1725412915	\$6,282.79
10/04	Fedwire Credit Via: Wells Fargo Bank/121000246 B/O: Amicus Ventures LLC Henderson, NV 89074-7770 Ref: Chase Nyc/Ctr/Bnl=Tnt Complete Facility Care, Inc. Elgin, IL 601216017/Ac-0000000000038 R/b=008785727701 18 22 Cbl=Allin Derek Cole Re Property Address 8754 S Michigan Ave Constru Clien Draw Imad: 10041157033R017157 Trn. 5593909277FI	12,000.00
10/04	Deposit 1725836370	3,500.00
10/05	Fedwire Credit Via: United Community Bank/051112843 B/O: Atlanta's Reliable Roofing CO Doraville, GA 303600000 Ref: Chase Nyc/Ctr/Bnl=Tnt Complete Facility Care, Inc. Elgin, IL 601216017/Ac-0000000000038 R/b=O/B United Com M Imad: 1006L1Lip/EC000308 Trn 6127609275FI	2,229.00
10/06	Schneider Enterp Sni_Jpm_El 2512443 CCD ID: 2203882737	11,807.50
10/10	Deposit 1724215501	5,045.28
10/10	Schneider Enterp Sni_Jpm_El 2517626 CCD ID: 2203882737	9,035.60
10/11	Online Transfer From Chk ...1220 Transaction#: 6583947012	2,229.00
10/12	Card Purchase Return 10/11 Bodyasdoctor 4029357733 CO Card C680	28.21
10/13	Schneider Enterp Sni_Jpm_El 2523834 CCD ID: 2203882737	975.00
10/16	Deposit 1724665753	30,264.38
10/24	Deposit 1724665788	72,023.27
10/24	Schneider Enterp Sni_Jpm_El 2540993 CCD ID: 2203882737	8,727.89

Page 1 of 3

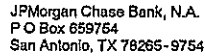
SB1013248-F1

137

FILED
Electronically
CV18-00764
2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 17
TNT STRATEGIC FACILITY, INC. Bank records Account #1220
(Plaintiff's Second Motion to Compel)

Exhibit 17
TNT STRATEGIC FACILITY, INC. Bank records Account #1220
(Plaintiff's Second Motion to Compel)



~~XXXXXXXXXXXXXXXXXXXX~~4220

Web site:	Chase.com
Service Center:	1-800-242-7338
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-888-622-4273
International Calls:	1-713-262-1679

TNT STRATEGIC FACILITY INC.
8N530 GINGERWOOD LN
ELGIN IL 60124-8528



ASSETS

All Summary Balances shown are as of November 30, 2017 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

TNT STRATEGIC FACILITY INC.

Account Number: ~~XXXXXXXXXX~~ 1220

	INSTANCES	AMOUNT
Beginning Balance		\$481.98
Deposits and Additions	7	5,389.58
ATM & Debit Card Withdrawals	68	-5,516.43
Fees	15	-289.50
Ending Balance	90	\$45.63
Interest Paid Year-to-Date		\$1.90

Your account ending in 3780 is linked to this account for overdraft protection.

The monthly service fee for this account was waived because you used at least \$50.00 in other checking services during the statement period.



November 01, 2017 through November 30, 2017

Primary Account: 6000001220

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
11/07	Online Transfer From Chk ...1855 Transaction#: 6652293323	\$1,500.00
11/07	Online Transfer From Chk ...3365 Transaction#: 6651239508	565.98
11/10	Online Transfer From Chk ...3365 Transaction#: 6660146664	286.51
11/13	Online Transfer From Chk ...3365 Transaction#: 6668034182	59.28
11/14	Deposit 922788850	2,500.00
11/22	Deposit 946104229	225.00
11/30	Online Transfer From Chk ...3365 Transaction#: 6707713804	252.81
Total Deposits and Additions		\$5,389.58

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
11/01	Card Purchase 10/30 South Elgin Food & Liq South Elgin IL Card 5461	54.81
11/01	Card Purchase 10/31 Cilco South Elgin IL Card 5461	14.81
11/01	Card Purchase 10/31 Speedway 08851 Sou South Elgin IL Card 5479	20.00
11/01	Non-Chase ATM Withdraw 11/01 1775 N Lafox St South Elgin IL Card 5461	83.00
11/02	Card Purchase With Pin 11/02 Petro Pantry Elgin IL Card 5479	15.00
11/02	Card Purchase With Pin 11/02 The Home Depot #1934 Elgin IL Card 5479	264.13
11/03	Card Purchase 11/02 Speedway 08851 Sou South Elgin IL Card 5479	29.00
11/06	Card Purchase 11/02 South Elgin Food & Liq South Elgin IL Card 5461	15.01
11/06	Card Purchase With Pin 11/04 The Home Depot 1948 Carpentersvil IL Card 5479	115.98
11/06	Card Purchase With Pin 11/04 K B Cilgo #3 Elgin IL Card 5479	10.00
11/06	Card Purchase 11/04 South Elgin Food & Liq South Elgin IL Card 5461	13.91
11/06	Card Purchase With Pin 11/04 The Home Depot 6923 South Elgin IL Card 5461	27.67
11/06	Card Purchase With Pin 11/05 South Elgin Foo South Elgin IL Card 5479	27.47
11/06	Card Purchase With Pin 11/06 Oreilly Auto #4 Countryside IL Card 5461	13.16
11/06	Card Purchase With Pin 11/06 Shell Service Station Hanover Park IL Card 5461	15.00
11/06	Card Purchase With Pin 11/06 South Elgin Foo South Elgin IL Card 5461	21.66
11/07	Card Purchase 11/06 Speedway 08851 Sou South Elgin IL Card 5461	25.00
11/07	Card Purchase 11/06 Marathon Petro103846 Chicago IL Card 5461	10.22
11/07	Card Purchase With Pin 11/07 Mnrd-Elgin 825 South R Elgin IL Card 5479	136.99
11/07	Card Purchase With Pin 11/07 Petro Pantry Elgin IL Card 5479	24.60
11/07	Card Purchase With Pin 11/07 Petro Pantry Elgin IL Card 5479	20.00
11/07	Card Purchase With Pin 11/07 The Home Depot 1948 Carpentersvil IL Card 5461	133.58
11/08	Card Purchase With Pin 11/08 The Home Depot 1948 Carpentersvil IL Card 5461	501.65
11/08	Card Purchase W/Cash 11/08 Family Dollar # Elgin IL Card 5479 Purchase \$6.93 Cash Back \$25.00	31.93
11/08	Non-Chase ATM Withdraw 11/08 816 Saint Charles St. Elgin IL Card 5461	202.75
11/09	Card Purchase 11/07 Burger King #8077 South Elgin IL Card 5479	19.64
11/09	Card Purchase 11/08 Dd/Br #301854 Q35 St Charles IL Card 5479	2.37
11/09	Card Purchase 11/09 Straighttalk*Airtime 877-430-2355 FL Card 5479	50.81
11/09	Card Purchase 11/08 Bp#9178033816 St Charles Elgin IL Card 5461	20.00
11/09	Card Purchase With Pin 11/09 Mnrd-Elgin 825 South R Elgin IL Card 5461	651.32
11/10	Card Purchase 11/07 Marathon Elgin Food And Elgin IL Card 5461	11.94
11/10	Card Purchase 11/07 South Elgin Food & Liq South Elgin IL Card 5461	20.90
11/13	Card Purchase 11/13 Straighttalk*Airtime 877-430-2355 FL Card 5479	50.81
11/15	Card Purchase With Pin 11/15 Mnrd-Elgin 825 South R Elgin IL Card 5461	176.86
11/15	Card Purchase With Pin 11/15 Petro Pantry Elgin IL Card 5461	10.00

Page 2 of 6

DEPOSIT/DEPÓSITO



DEPOSIT/DEPÓSITO

CHECKING/CHEQUES ☒
SAVINGS/AHORROS ☐
CHASE LIQUID ☐

R/T 500001020

Today's Date/Fecha

11-22-17

Customer Name (Please Print)/Nombre del cliente (en letra de molde)

T. M. STRAUGH

Sign Here (If cash is received from this deposit)/

Firme aquí (si recibe efectivo de este depósito)

X

1/15062-121 (Rev. 07/12) 70548310 10/17

Start your account number here/
▼ Emplace su número de cuenta aquí

169971220 TOTAL \$

CASH/
EFFECTIVO ▶

CHECK/
CHEQUE ▶

TOTAL FROM
OTHER SIDE /

TOTAL DEL REVERSO

SUBTOTAL ▶

LESS CASH/
MENOS EFECTIVO
REBOSO ▶

225.-

225.-

⑈0946104229⑈ ⑆500001020⑆

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

citibank

PERSONAL MONEY ORDER

321278128

Citibank, N.A.
100116 FA# 020 \$0.00 ONL
11-7-02 Ck. Ser. # 321278128

DATE 11 / 22 / 17

*****225.00*****

PAY ONE HUNDRED TWENTY-FIVE DOLLARS****

TO THE ORDER OF TNT STORE

MEMO Emergency Fund

NOT GOOD FOR MORE THAN \$1,000.00

Citibank, N.A. One Penn's Way
New Castle, DE 19720

PURCHASER'S SIGNATURE [Signature]

ADDRESS 6049 S. [unclear] Ave

⑈321278128⑈ ⑆031100209⑆ 38762924⑈

Security Alert
If you find this document, please
return it to the nearest branch.
If you find this document, please
return it to the nearest branch.

FOR INFORMATION: CONCERNING THIS INSTRUMENT

WARNING - DO NOT CASH CHECK
WITHOUT NO-ING WA-
HOLD TOLIGHT TO VIEW
WATERMARK

DO NOT WRITE / SIGN
BELOW THIS LINE

DEPOSIT -
ANY SIGNATURE

11-22-17



December 01, 2017 through December 29, 2017

Primary Account: ****1220

The monthly service fee for this account was waived because you used at least \$50.00 in other checking services during the statement period.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
12/01	Online Transfer From Chk ...8167 Transaction#: 6712510396	\$3,895.00
12/04	ODP Transfer From Savings 000002925973780	2.50
12/04	Online Transfer From Chk ...5911 Transaction#: 6720418386	600.00
12/06	Online Transfer From Chk ...3697 Transaction#: 6724465320	316.08
12/11	Online Transfer From Chk ...1855 Transaction#: 6735040477	750.00
12/13	Online Transfer From Chk ...1855 Transaction#: 6740899516	113.04
12/18	Deposit 1745463767	500.00
12/18	Online Transfer From Chk ...4481 Transaction#: 6753592977	652.29
12/20	Online Transfer From Chk ...8167 Transaction#: 6761129168	12,500.00
12/20	Online Transfer From Chk ...7185 Transaction#: 6759766174	3,000.00
12/22	Deposit 923088553	12,600.00
Total Deposits and Additions		\$34,928.91

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
5095 ^		12/19	\$1,600.00
5096 ^		12/21	1,169.50
5097 ^		12/21	2,000.00
5098 ^	12/23	12/26	1,500.00
Total Checks Paid			\$6,269.50

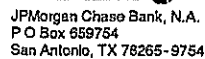
If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
12/01	ATM Withdrawal 12/01 270 S Randall Rd Elgin IL Card 5479	\$3,000.00
12/01	Card Purchase With Pin 12/01 Shell Service S Elgin IL Card 5479	20.00
12/01	Card Purchase With Pin 12/01 Mnrd-Crpntrsvil 2300 Arpentersvil IL Card 5479	31.61
12/04	Card Purchase 12/01 Burger King #8149 Elgin IL Card 5479	23.02
12/04	Non-Chase ATM Withdraw 12/03 1775 N Lafox St South Elgin IL Card 5479	23.00
12/04	Card Purchase With Pin 12/03 Mnrd-Elgin 825 South R Elgin IL Card 5461	108.09
12/04	Card Purchase With Pin 12/03 Meijer # 183 815 S Ran Elgin IL Card 5461	80.78
12/04	Card Purchase With Pin 12/04 Mnrd-Elgin 825 South R Elgin IL Card 5461	711.52
12/05	Card Purchase With Pin 12/05 The Home Depot #1934 Elgin IL Card 5461	93.37
12/07	Card Purchase 12/06 Speedway 08851 Sou South Elgin IL Card 5461	27.08
12/07	Card Purchase With Pin 12/07 The Home Depot #1934 Elgin IL Card 5461	536.37
12/07	Card Purchase With Pin 12/07 Petro Pantry Elgin IL Card 5461	29.44
12/08	Card Purchase 12/07 Speedway 08851 Sou South Elgin IL Card 5461	20.00
12/11	Card Purchase With Pin 12/09 Petro Pantry Elgin IL Card 5461	7.32
12/11	Card Purchase 12/09 Lowes #02301* Chicago IL Card 5461	2.41
12/12	Card Purchase With Pin 12/12 Mnrd-Elgin 825 South R Elgin IL Card 5461	230.29

Page 2 of 6



Primary Account: ~~8888888888~~ 220

Web site:	Chase.com
Service Center:	1-800-242-7338
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-888-622-4273
International Calls:	1-713-262-1679

00045168 DRE 111 21136417 NNNNNNNNNNN 1 000000000 62 0000
TNT STRATEGIC FACILITY INC.
8N530 GINGERWOOD LN
ELGIN IL 60124-8528



ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase BusinessSelect Checking	0000000000 1220	\$45.63	\$8,506.96
Chase Business Select High Yield Savings	0000000000 3780	4.37	1.87
Total		\$50.00	\$8,508.83
TOTAL ASSETS		\$50.00	\$8,508.83

All Summary Balances shown are as of December 29, 2017 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

TNT STRATEGIC FACILITY INC.

Account Number: [REDACTED] 1220

	INSTANCES	AMOUNT
Beginning Balance		\$45.63
Deposits and Additions	11	34,528.91
Checks Paid	4	-6,269.50
ATM & Debit Card Withdrawals	56	-15,459.26
Electronic Withdrawals	5	-4,318.32
Fees	17	-420.50
Ending Balance	93	\$8,506.96
Interest Paid Year-to-Date		\$1.90

Your account ending in 3780 is linked to this account for overdraft protection.

CHASE

DEPOSIT

CHECKING ☒
SAVINGS ☐
CHASE LIQUID ☐

R/T 500001020

Today's Date
12/18/17

Customer Name (Please Print)

TNT Strategic

DEPOSIT

Sign Here (If cash is received from this deposit) -----

X

H15060-CH (Rev. 07/12) 70348329 10/17

Start your account number here

149971220

CASH ▶

CHECK ▶

TOTAL FROM
OTHER SIDE ▶

SUBTOTAL ▶

CASH BACK ▶

TOTAL \$

500 ÷

500 ÷

⑈ 1745463767⑈ ⑆ 500001020 ⑆

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

citibank

PERSONAL MONEY ORDER

321379874

CHECK # 00299 FA# 009 \$0.00 ONL PIC

052-06 Ck. Ser.# 321379874

DATE 12 / 18 / 17

*****500.00*****

PAY *****FIVE HUNDRED DOLLARS*****

TO THE ORDER OF TNT Strategic

NOT GOOD FOR MORE THAN \$1,000.00

MEMO 1 month payment off balance due

PURCHASER'S SIGNATURE [Signature]

ADDRESS 8045 S Normal Ave

Citibank, N.A. One Penn's Way
New Canaan, DE 19720

321379874 031100209 38762924

Security Features:
Micro-Pattern Embossed
Assurance of Authenticity
or visit www.citibank.com

FOR INFORMATION

CONCEALING THIS INFORMATION

CONTACT:

1-800-475-0066

WARNING - DO NOT CASH CHECK WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VIEW WATERMARK.

DO NOT WRITE / STAMP BELOW THIS LINE

DEPOSIT BANK ENDORSEMENT

X [Signature] 12/20

FILED
Electronically
CV18-00764
2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 18
PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION
(Plaintiff's Second Motion to Compel)

Exhibit 18
PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION
(Plaintiff's Second Motion to Compel)

CODE: DISC

Michael L. Matuska, Esq. SBN 5711
MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, Suite 6
Carson City, NV 89701
Attorneys for Plaintiff

**THE SECOND JUDICIAL DISTRICT COURT OF NEVADA
IN AND FOR THE COUNTY OF WASHOE**

JAY KVAM,

Plaintiff,

Case No. CV18-00764

v.

Dept. No. 6

BRIAN MINEAU; LEGION INVESTMENTS,
LLC; 7747 S. May Street, an Unincorporated
Joint Venture; and DOES I-X, inclusive,

Defendants.

PLAINTIFF JAY KVAM'S FIRST SET OF
REQUESTS FOR ADMISSION TO
DEFENDANT BRIAN MINEAU

TO: Defendant BRIAN MINEAU

PROPOUNDING PARTY: Plaintiff JAY KVAM

Pursuant to NRCP 36, Plaintiff JAY KVAM hereby request that above-identified Defendant(s) admit the truth of the following facts described herein within thirty (30) days after service of this request to admit, for the purpose of this action only, and subject to all pertinent objections to admissibility which may be interposed at the trial. You are required to answer each request under oath in accordance with NRCP 36, to which your attention is directed.

Each matter of which an admission is requested shall be separately set forth. The matter is admitted unless, within 30 days after service of the request, or within such shorter or longer time as the court may allow, you serve a written answer or objection to that matter.

REQUEST FOR ADMISSIONS

1. Admit that you are the manager of Imperium 5, LLC.

2. Admit that Imperium 5, LLC purchased the real property located at 6049-6051 South Princeton Avenue, Chicago, Illinois from Ridgemoor Capital, LLC, per the warranty deed recorded on October 28, 2015.

3. Admit that the deed attached hereto as Exhibit "1" is a true and correct copy of the original.

4. Admit that Imperium 5, LLC sold the real property located at 6049-6051 South Princeton Avenue, Chicago, Illinois to Starline Realty LLC, per the warranty deed recorded on April 23, 2018.

5. Admit that the deed attached hereto as Exhibit "2" is a true and correct copy of the original.

6. Admit that Legion Investments, LLC purchased the real property located at 8040 South Normal Avenue, Chicago, Illinois from Zerep Investment Group, LLC, per the warranty deed recorded on December 9, 2015.

7. Admit that the deed attached hereto as Exhibit "3" is a true and correct copy of the original.

8. Admit that Legion Investments, LLC quit-claimed the real property located at 8040 South Normal Avenue, Chicago, Illinois to Imperium 5, LLC, Series II per the quit claim deed recorded on September 14, 2016.

9. Admit that the deed attached hereto as Exhibit "4" is a true and correct copy of the original.

10. Admit that Imperium 5, LLC Series II sold the real property located at 8040 South Normal Avenue, Chicago, Illinois to Qiana Brown, per the warranty deed recorded on March 15, 2019.

11. Admit that the deed attached hereto as Exhibit "5" is a true and correct copy of the original.

12. Admit that you were a manager of Amicus Ventures LLC on October 5, 2016.

13. Admit that Amicus Ventures LLC purchased the real property located at 8754 South Michigan Avenue, Chicago, Illinois from PennyMac Corp., per the special warranty deed recorded on October 5, 2016.

1 14. Admit that the deed attached hereto as Exhibit "6" is a true and correct copy of the
2 original.

3 15. Admit that you were a manager of Amicus Ventures, LLC on February 6, 2018.

4 16. Admit that Amicus Ventures LLC sold the real property located at 8754 South
5 Michigan Avenue, Chicago, Illinois to Shoundel Allen, per the warranty deed recorded on
6 February 6, 2018.

7 17. Admit that the deed attached hereto as Exhibit "7" is a true and correct copy of the
8 original.

9 18. Admit that Imperium 5, LLC, Series II purchased the real property located at 9919
10 South Forest Avenue, Chicago, Illinois from SDL iVest Group, LLC, per the quit claim deed
11 recorded on October 14, 2016.

12 19. Admit that the deed attached hereto as Exhibit "8" is a true and correct copy of the
13 original.

14 20. Admit that Imperium 5, LLC Series II sold the real property located at 9919 South
15 Forest Avenue, Chicago, Illinois to Sandra Brown, per the warranty deed recorded on September
16 14, 2018.

17 21. Admit that the deed attached hereto as Exhibit "9" is a true and correct copy of the
18 original.

19 22. Admit that Amicus Ventures LLC purchased the real property located at 8744
20 South Bishop Street, Chicago, Illinois from Nationstar Mortgage LLC (DBA Champion Mortgage
21 Company), per the special warranty deed recorded on December 9, 2016.

22 23. Admit that the deed attached hereto as Exhibit "10" is a true and correct copy of the
23 original.

24 24. Admit that Amicus Ventures LLC sold the real property located at 8744 South
25 Bishop Street, Chicago, Illinois to LKJ Investments Inc, per the quit claim deed recorded on
26 October 12, 2018.

27 25. Admit that the deed attached hereto as Exhibit "11" is a true and correct copy of the
28 original.

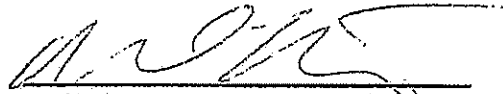
AFFIRMATION

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated this 17th day of September, 2019.

MATUSKA LAW OFFICES, LTD.

By:



MICHAEL L. MATUSKA, SBN 5711
Attorneys for Plaintiff, JAY KVAM,
individually and derivatively on behalf of
the unincorporated joint venture identified as
7747

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd. and
3 that on the 17th day of September, 2019, I served a true and correct copy of the preceding
4 document entitled FIRST SET OF REQUESTS FOR ADMISSION as follows:

5 Austin K. Sweet, Esq.
6 GUNDERSON LAW FIRM
7 3895 Warren Way
8 Reno, NV 89509
9 asweet@gundersonlaw.com

10 ☐ **BY CM/ECF:** I electronically filed a true and correct copy of the above-identified
11 document with the Clerk of the Court by using the electronic filing system which will send a
12 notice of electronic filing to the person(s) named above.

13 ☒ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully
14 prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the
15 ordinary course of business.

16 ☐ **BY EMAIL:** (as listed above)

17 ☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s)
18 by hand delivery to the office(s) of the person(s) named above.

19 ☐ **BY FACSIMILE:**

20 ☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY:**

21 ☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-
22 Carson Messenger Service for delivery.

23
24 
25 **SUZETTE TURLEY**

EXHIBIT INDEX
First Set of Requests for Admission

EXHIBIT	DOCUMENT	NO. OF PAGES
1	Warranty Deed Doc #1530122039 (Purchase 6049-6051 S. Princeton)	2
2	Warranty Deed Doc #1811344052 (Sale 6049-6051 S. Princeton)	5
3	Warranty Deed Doc #1543419044 (Purchase 8040 S. Normal)	6
4	Quit Claim Deed Doc #1625855017 (Quit Claim 8040 S. Normal)	4
5	Warranty Deed Doc #1907413099 (Sale 8040 S. Normal)	4
6	Special Warranty Deed Doc #1627908064 (Purchase 8754 S. Michigan)	3
7	Warranty Deed Doc #1803734042 (Sale 8754 S. Michigan)	6
8	Quit Claim Deed Doc #1628855545 (Quit Claim 9919 S. Forest)	4
9	Warranty Deed Doc #1825745044 (Sale 9919 S. Forest)	4
10	Warranty Deed Doc #1634422106 (Purchase 8744 S. Bishop)	3
11	Warranty Deed Doc #1828506140 (Sale 8744 S. Bishop)	7

EXHIBIT 1
WARRANTY DEED DOC #1530122039
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

EXHIBIT 1
WARRANTY DEED DOC #1530122039
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

1530122039

STATE OF ILLINOIS)
COUNTY OF COOK) SS

WARRANTY DEED

THE GRANTOR, **Ridgemoor Capital, LLC**, an Illinois Limited Liability Company, for and in consideration of TEN & 00/100THS DOLLARS, plus other good and valuable consideration in hand paid, CONVEYS AND WARRANTS TO:

Imperium 5, LLC of _____ the following described Real Estate located in the COUNTY OF COOK, STATE OF ILLINOIS, to wit:

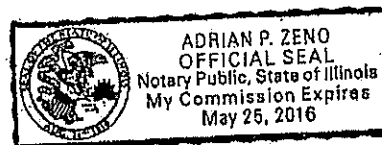
Lots 18 and 19 (Except the South 75 Feet) in Subdivision of the North 148.56 Feet of The East 1/2 of Outlot 18 and the South 116.8 Feet of Outlot 19 of School Trustee's Subdivision of Section 16 Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: General Real Estate Taxes for 2015 and subsequent years, and covenants and restrictions of record, hereby releasing and waiving all rights under, and by virtue of, the Homestead Exemption Laws of the State of Illinois;

TO HAVE AND TO HOLD said interest forever.

PERMANENT REAL ESTATE NUMBER: 20-16-410-014-0000

PROPERTY ADDRESS: 6049 -51 S. Princeton Ave. Chicago, IL 60621



[Signature]

Matthew Beal

10/26/2015
Date

STATE OF ILLINOIS, COUNTY OF COOK. SS. I, the undersigned a Notary Public in and for said County, in the State aforesaid, do certify that Matthew Beal is personally known to me to be the same persons who subscribed the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Subscribed and Sworn to Before Me

CCRD REVIEWER *[Signature]*

This 26th Day of October, 2015

[Signature]
NOTARY PUBLIC

MAIL TO:
Rosenthal Law
3700 N. Dearborn
Suite 200
Lincolnwood, IL 60468

SEND TAX BILLS TO:

Imperium 5
6050 S. Lawrence
8120 Cicero
Chicago, IL 60621

This deed prepared by: Zeno Law Office, P.C. 401 S. LaSalle St. Suite 801-P Chicago, IL 60605 (312) 281-0394


910 Chicago Title
ml
2

LEGAL DESCRIPTION

Order No.: 15FS0001094OP

For APN/Parcel ID(s): 20-16-410-014-0000

LOTS 18 AND 19 (EXCEPT THE SOUTH 75 FEET) IN SUBDIVISION OF THE NORTH 148.56 FEET OF THE EAST 1/2 OF OUTLOT 18 AND THE SOUTH 116.8 FEET OF THE OUTLOT 19 OF SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

REAL ESTATE TRANSFER TAX		27-Oct-2015
	CHICAGO:	675.00
	CTA:	270.00
	TOTAL:	945.00
20-16-410-014-0000 20151001638440 0-425-111-616		



REAL ESTATE TRANSFER TAX		27-Oct-2015
 	COUNTY:	45.00
	ILLINOIS:	90.00
	TOTAL:	135.00
20-16-410-014-0000 20151001638440 1-755-295-808		

EXHIBIT 2
WARRANTY DEED DOC #1811344052
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

EXHIBIT 2
WARRANTY DEED DOC #1811344052
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

WARRANTY DEED (Illinois)

THIS DEED is made as of the 15th day of March, 2018, by and between

IMPERIUM 5, LLC ✓

("Grantor," whether one or more),

and

STARLINE REALTY LLC,
An Illinois Limited Liability Company

("Grantee," whether one or more).

Citywide Title Corporation
850 W. Jackson Blvd., Ste. 320
Chicago, IL 60607



1811344052

Doc# 1811344052 Fee \$46.00

RHSP FEE: \$9.00 APRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/23/2018 02:41 PM PG: 1 OF 5

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00), in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does WARRANT, COVENANT, AND CONVEY unto the Grantee, and to their heirs and assigns, FOREVER, all the following described real estate, situated in the County of COOK and State of Illinois known and described as follows, to wit:

LOTS 18 AND 19 (EXCEPT THE SOUTH 75 FEET) IN SUBDIVISION OF THE NORTH 148.56 FEET OF THE EAST 1/2 OF OUTLOT 18 AND THE SOUTH 116.8 FEET OF OUTLOT 19 OF SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6049 S. PRINCETON AVE., CHICAGO, IL 60621 ✓

PARCEL INDEX NUMBER (PIN): 20-16-410-014-0000 VOL: 422 ✓

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainder, rents issues and profits hereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, his heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to: Covenants, conditions, restrictions of record, public and utility easements, provided that such exceptions do not impair Purchaser's intended use of the Unit of residential purposes, and general real estate taxes for the year 2017 and subsequent years.

IN WITNESS WHEREOF, said Grantor has caused its signature to be hereto affixed, and has caused its name to be signed to these presents, this 15th day of March, 2018.

SL

Ry

(Signature) (member manager)
 SONIA D. LAWRENCE FOR IMPERIUM 5, LLC BRIAN MINEAU FOR IMPERIUM 5, LLC

Prepared by: Rosenthal Law Group, LLC, 3700 W Devon Ave, Lincolnwood, IL 60712

MAIL TO:

Starline Realty LLC

9333 S. Melving Ave, Oak Lawn IL 60453

SEND SUBSEQUENT TAX BILLS TO:

STARLINE REALTY LLC

6049 S. PRINCETON AVE, CHICAGO, IL 60621
9333 S. Melving Ave, Oak Lawn, IL 60453

OR

RECORDER'S OFFICE BOX NO. _____

STATE OF California

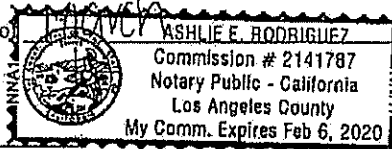
COUNTY OF Los Angeles

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Sonja D. Lawrence personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of January, 2018.

Notary Public

Ashlie E. Rodriguez



My Commission Expires: Feb. 6, 2020

STATE OF _____ }
 COUNTY OF _____ } SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that BRIAN MINEAU is s personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2018.

Notary Public _____

My Commission Expires: _____

SONJA D. LAWRENCE FOR IMPERIUM 5, LLC

BRIAN MINEAU FOR IMPERIUM 5, LLC

Prepared by: Rosenthal Law Group, LLC, 3700 W Devon Ave, Lincolnwood, IL 60712

MAIL TO:

Starline Realty LLC9333 S. Melving Ave, Oak Lawn IL 60453

SEND SUBSEQUENT TAX BILLS TO:

STARLINE REALTY LLC

~~6049 S. PRINCETON AVE, CHICAGO, IL 60621~~9333 S. Melving Ave Oak Lawn IL 60453

OR

RECORDER'S OFFICE BOX NO. _____

STATE OF _____)
COUNTY OF _____) SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Sonja D. Lawrence personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

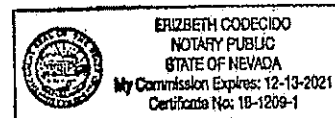
Given under my hand and official seal, this _____ day of _____, 2018.

Notary Public _____

My Commission Expires: _____

STATE OF Nevada)
COUNTY OF Clark) SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that BRIAN MINEAU is personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of April, 2018.Notary Public [Signature]My Commission Expires: 12.13.2021

REAL ESTATE TRANSFER TAX

18-Apr-2018



CHICAGO:	1,125.00
CTA:	450.00
TOTAL:	1,575.00 *

20-16-410-014-0000 | 20180401646512 | 0-751-343-904

* Total does not include any applicable penalty or interest due.

REAL ESTATE TRANSFER TAX

18-Apr-2018



COUNTY:	75.00
ILLINOIS:	150.00
TOTAL:	225.00

20-16-410-014-0000

| 20180401646512 | 1-825-085-728

EXHIBIT 3
WARRANTY DEED DOC #1543419044
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

EXHIBIT 3
WARRANTY DEED DOC #1543419044
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

710038 1/2
WARRANTY DEED (Illinois)

THIS DEED is made as of the 4 day of
November, 2015, by and between

ZEREP INVESTMENT GROUP, LLC
A Delaware Limited Liability Company
("Grantor," whether one or more),

and

LEGION INVESTMENTS, LLC

a(n) _____

of _____

("Grantee," whether one or more).



Doc#: 1534318044 Fee: \$76.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/09/2015 10:26 AM Pg: 1 of 6

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00), in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does WARRANT, COVENANT, AND CONVEY unto the Grantee, and to their heirs and assigns, FOREVER, all the following described real estate, situated in the County of COOK and State of Illinois known and described as follows, to wit:

LOT 36 IN BLOCK 3 IN SCHORLING'S SUBDIVISION OF THAT PART OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE WEST 1/2 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, VINCENNES ROAD AND 80TH AND 81ST STREETS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8040 S NORMAL AVE., CHICAGO, IL 60620

PARCEL INDEX NUMBER (PIN): 20-33-112-031-0000 (VOLUME 442)

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainder, rents issues and profits hereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever,

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, his heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to: Covenants, conditions, restrictions of record, public and utility easements, provided that such exceptions do not impair Purchaser's intended use of the Unit of residential purposes, and general real estate taxes for the year 2014 and subsequent years.

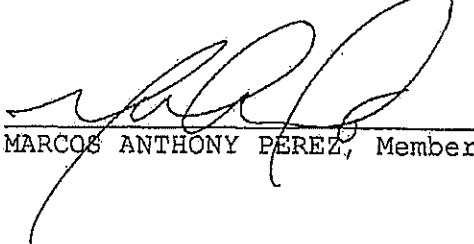
CCRD REVIEWER RA

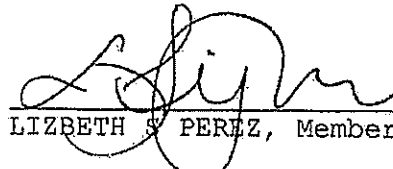
COMMONLY KNOWN AS: 8040 S NORMAL AVE., CHICAGO, IL 60620

PARCEL INDEX NUMBER (PIN): 20-33-112-031-0000 (VOLUME 442)

IN WITNESS WHEREOF, said Grantor has caused its signature to be hereto affixed, and has caused its name to be signed to these presents, this 4 day of NOVEMBER, 2015.

ZEREP INVESTMENT GROUP, LLC


MARCOS ANTHONY PEREZ, Member


LIZBETH S PEREZ, Member

Prepared by: Rosenthal Law Group, LLC, 3700 W Devon Ave, Lincolnwood, IL 60712

MAIL TO:

SEND SUBSEQUENT TAX BILLS TO:
LEGION INVESTMENTS, LLC

OR

RECORDER'S OFFICE BOX NO. _____

State of _____)
County of _____) SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that MARCOS ANTHONY PEREZ and LIZBETH S PEREZ, Members of ZEREP INVESTMENT GROUP, LLC, is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2015.

Notary Public see attachment

My Commission Expires: _____

California All-Purpose Certificate of Acknowledgment

State of California

County of Riverside,

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

On 04 NOV 2015 before me, Kimberly Carlos, Notary Public
(Name and title of officer)

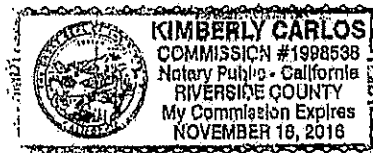
personally appeared Marcos Anthony Perez and
Lizbeth S. Perez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Kimberly Carlos
 Signature of Notary Public



(Notary Seal)

Additional Optional Information

DESCRIPTION OF THE ATTACHED DOCUMENT

Warranty Deed

(Title or description of the attached document)

(Title or description of the attached document continued)

Number of Pages 2 Document Date 11/4/15

EXHIBIT "A"

LOT 36 IN BLOCK 3 IN SCHORLING'S SUBDIVISION OF THAT PART OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE WEST 1/2 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, VINCENNES ROAD AND 80TH AND 81ST STREETS, IN COOK COUNTY, ILLINOIS.

710038

REAL ESTATE TRANSFER TAX

08-Dec-2015

**CHICAGO:** 378.75**CTA:** 151.50**TOTAL:** 530.25

20-33-112-031-0000 | 20151201649854 | 0-616-252-480

710038

REAL ESTATE TRANSFER TAX

08-Dec-2015



COUNTY:	25.25
ILLINOIS:	50.50
TOTAL:	75.75

20-33-112-031-0000		20151201649854		0-492-356-672
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EXHIBIT 4
QUIT CLAIM DEED DOC #1625855017
(Jay Kvam Request for Admissions)

EXHIBIT 4
QUIT CLAIM DEED DOC #1625855017
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)



Doc#: 1625855017 Fee: \$44.00
 RHSP Fee: \$9.00 RPRF Fee: \$1.00
 Affidavit Fee: \$2.00
 Karen A. Yarbrough
 Cook County Recorder of Deeds
 Date: 09/14/2016 09:39 AM Pg: 1 of 4

2
 5 2016-02682-PT

**QUIT CLAIM DEED -
 (LIMITED LIABILITY
 COMPANY TO LIMITED
 LIABILITY COMPANY)
 Statutory (Illinois)**

THE GRANTOR Legion Investments, LLC, a Nevada limited liability company, of Sparks, Nevada, for and in consideration of Ten and No/100 (\$10.00)-----DOLLARS, and other good and valuable consideration in hand paid, Conveys and Quit Claims to Imperium 5, LLC, Series II, a Nevada limited liability company all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

LOT 36 IN BLOCK 3 IN SCHORLING'S SUBDIVISION OF THAT PART OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE WEST 1/2 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, VINCENNES ROAD AND 80TH AND 81ST STREETS, IN COOK COUNTY, ILLINOIS.

Subject To: general real estate taxes not due and payable at the time of closing and restrictions of record so long as they do not interfere with Grantee's use and enjoyment of the property hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises forever.

PREMIER TITLE

Exempt Under Paragraph E, Section 31-45, of the Real Estate Transfer Tax Act

[Signature] 8/19/14
 Seal Date

Permanent Real Estate Index Number(s): 20-33-112-031-0000

Address(es) of Real Estate: ^{8040 BTM} ~~840~~ S. Normal Avenue, Chicago, Illinois 60620.

DATED this 9th day of August, 2016.

[Signature] (SEAL)
 Brian T. Mineau, Managing Member

_____(SEAL)

REAL ESTATE TRANSFER TAX		05-Sep-2016
	CHICAGO:	0.00
	CTA:	0.00
	TOTAL:	0.00
20-33-112-031-0000 20160901653960 1-147-542-336		
* Total does not include any applicable penalty or interest due.		

REAL ESTATE TRANSFER TAX		05-Sep-2016
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00
20-33-112-031-0000 20160901653960 0-785-652-544		

444

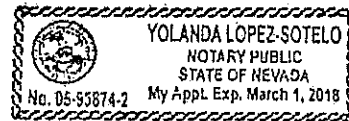
STATE OF NEVADA)
COUNTY OF Washoe) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian T. Mineau, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9 day of August, 2016.

Commission expires: 03, 2018.

[Signature]
Notary Public



This Instrument Was Prepared By: Michael G. Aretos, 2550 W. Golf Road., Ste 250, Rolling Meadows, IL 60008

MAIL TO:

Michael G. Aretos
2550 W. Golf Road, Suite 250
Rolling Meadows, IL 60008

Send Tax Bills To:

Imperium 5, LLC
820 Cora Street
Sunland, CA 91040

PREMIER TITLE
1000 JORIE BLVD., SUITE 136
OAK BROOK, IL 60523
630-571-2111

EXHIBIT "A"
Legal Description

File No.: 2016-02682-PT

LOT 36 IN BLOCK 3 IN SCHORLING'S SUBDIVISION OF THAT PART OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE WEST 1/2 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, VINCENNES ROAD AND 80TH AND 81ST STREETS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8040 S. Normal Ave, Chicago, IL 60620

PERMANENT INDEX NO.: 20-33-112-031-0000

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 8/31/16Signature Meg [Signature]

Grantor or Agent

SUBSCRIBED AND SWORN TO BEFORE
ME BY THE SAID

THIS 31st DAY OF August,
2016

NOTARY PUBLIC

Cathy A Bisceglie

OFFICIAL SEAL
CATHY A BISCEGLIE
Notary Public - State of Illinois
My Commission Expires Aug 9, 2017

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 8/31/16Signature Meg [Signature]

Grantee or Agent

SUBSCRIBED AND SWORN TO BEFORE
ME BY THE SAID

THIS 31st DAY OF August,
2016

NOTARY PUBLIC

Cathy A Bisceglie

OFFICIAL SEAL
CATHY A BISCEGLIE
Notary Public - State of Illinois
My Commission Expires Aug 9, 2017

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

EXHIBIT 5
WARRANTY DEED DOC #1907413099
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

EXHIBIT 5
WARRANTY DEED DOC #1907413099
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

WARRANTY DEED (Illinois)

734789 1/4
THIS DEED is made as of the 22 day of
February, 2019, by and
between

IMPERIUM 5 LLC SERIES II

("Grantor," whether one or more),

and

QIANA BROWN as *single person*

4041 W. 21ST ST.
CHICAGO, IL 60623

("Grantee," whether one or more).

Citywide Title Corporation
850 W. Jackson Blvd., Ste. 320
Chicago, IL 60607

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00), in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does WARRANT, COVENANT, AND CONVEY unto the Grantee, and to their heirs and assigns, FOREVER, all the following described real estate, situated in the County of COOK and State of Illinois known and described as follows, to wit:

LOT 36 IN BLOCK 3 IN SCHORLING'S SUBDIVISION OF THAT PART OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE WEST 1/2 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, VINCENNES ROAD AND 80TH AND 81ST STREETS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8040 S. NORMAL AVE., CHICAGO, IL 60620

PARCEL INDEX NUMBER (PIN): 20-33-112-031-0000 VOL 442

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainder, rents issues and profits hereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, his heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to: Covenants, conditions, restrictions of record, public and utility easements, provided that such exceptions do not impair Purchaser's intended use of the Unit of residential purposes, and general real estate taxes for the year 2018 and subsequent years.



19074130990

Doc# 1907413099 Fee \$44.00

RHSP FEE:\$9.00 RPPF FEE: \$1.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/15/2019 12:43 PM PG: 1 OF 4

S
P
S
SC
INT

IN WITNESS WHEREOF, said Grantor has caused its signature to be hereto affixed, and has caused its name to be signed to these presents, this 22 day of February, 2019.


IMPERIUM 5 LLC SERIES II BY BRIAN MINEAU

Prepared by: Rosenthal Law Group, LLC, 3700 W Devon Ave, Lincolnwood, IL 60712

MAIL TO:

GREGG W. JARMAN
21146 WASHINGTON PIKE, FRANKFORT, IL 60423

SEND SUBSEQUENT TAX BILLS TO:

QIANA BROWN
8040 S. NORMAL AVE., CHICAGO, IL 60620

OR

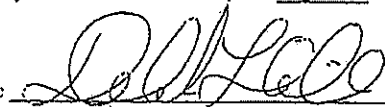
RECORDER'S OFFICE BOX NO. _____

STATE OF NEVADA)
COUNTY OF WASHOE) SS

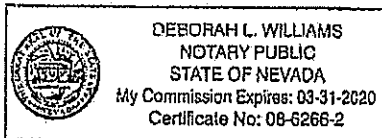
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that BRIAN MINEAU is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of February, 2019.

Notary Public



My Commission Expires: 03/31/2020



REAL ESTATE TRANSFER TAX

12-Mar-2019



CHICAGO:	975.00
CTA:	390.00
TOTAL:	1,365.00 *

20-33-112-031-0000 | 20190301620083 | 2-078-838-176

* Total does not include any applicable penalty or interest due.

REAL ESTATE TRANSFER TAX

12-Mar-2019



COUNTY:	65.00
ILLINOIS:	130.00
TOTAL:	195.00

20-33-112-031-0000

| 20190301620083 | 0-842-413-472

EXHIBIT 6
SPECIAL WARRANTY DEED DOC #1627908064
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

EXHIBIT 6
SPECIAL WARRANTY DEED DOC #1627908064
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

FIDELITY NATIONAL TITLE**PREPARED BY:**

Codilis & Associates, P.C.
Brian P. Tracy, Esq.
15W030 N. Frontage Rd.
Burr Ridge, IL 60527

MAIL TAX BILL TO:

Amicus Ventures, LLC
2450 St Rose Pkwy
Ste 110

Henderson NV 89074
MAIL RECORDED DEED TO:

Rosenthal Law
3700 W Devon Ave
Ste E
Lincolnwood, IL 60712

Doc#: 1627908064 Fee: \$52.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 10/05/2016 12:20 PM Pg: 1 of 3

Dec ID 20160801639727

ST/CO Stamp 0-372-237-120 ST Tax \$48.00 CO Tax \$24.00

City Stamp 1-431-233-344 City Tax: \$504.00

SPECIAL WARRANTY DEED

THE GRANTOR, PennyMac Corp., of 345 Rouser Road, Building #5 Corapolis, PA 15108, a corporation organized and existing under the laws of , for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, GRANTS, CONVEYS AND SELLS to THE GRANTEE(S) Amicus Ventures, LLC, a Nevada Company of 2450 St. Rose Parkway Ste 1 Henderson, NV 89074, all interest in the following described real estate situated in the County of Cook, State of Illinois, to wit:

LOT 172 IN GARDEN HOMES, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 25-03-101-042-0000**PROPERTY ADDRESS:** 8754 S. Michigan Avenue, Chicago, IL 60623

GRANTOR, for itself and its successors and assigns, hereby covenants and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under grantor, subject to: general real estate taxes not yet due or payable, any special assessments not yet due or payable; building, building line and use or occupancy restrictions, conditions and covenants of record; zoning laws and ordinances, easements for public utilities; drainage ditches, feeders and drain tile, pipe or other conduit and all other matters of record affecting the property.

REAL ESTATE TRANSFER TAX

04-Aug-2016



CHICAGO:	360.00
CTA:	144.00
TOTAL:	504.00 *

25-03-101-042-0000 | 20160801639727 | 1-431-233-344

* Total does not include any applicable penalty or interest due.

REAL ESTATE TRANSFER TAX

04-Aug-2016



COUNTY:	24.00
ILLINOIS:	48.00
TOTAL:	72.00

25-03-101-042-0000 | 20160801639727 | 0-372-237-120

Special Warranty Deed - Continued

Dated this 3/24/14

STATE OF _____)
COUNTY OF _____) SS.

PennyMac Corp.
By: [Signature]
By: PennyMac Loan Servicing, LLC, its Attorney in Fact
Rob Schreiber
Senior Vice President, Asset Management

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, PennyMac Corp., personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____

Notary Public
My commission expires: _____

Exempt under the provisions of _____
Section 4, of the Real Estate Transfer Act _____ Date _____
Agent, _____

ACKNOWLEDGMENT

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

State of California
County of Ventura

On 3/24/ 2016 before me, Cynthia Hoff, Notary Public
(insert name and title of the officer)

personally appeared Rob Schreiber
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)

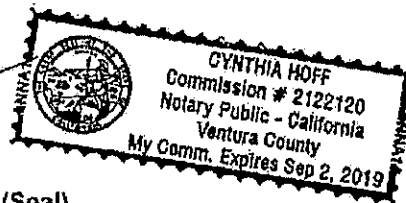


EXHIBIT 7
WARRANTY DEED DOC #1803734042
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

EXHIBIT 7
WARRANTY DEED DOC #1803734042
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

72690012
WARRANTY DEED (Illinois)

THIS DEED is made as of the 12 day of
January, 2018, by and between

AMICUS VENTURES, LLC
("Grantor," whether one or more),

and

SHOUNDEL ALLEN,
("Grantee," whether one or more).



18037340420

Doc# 1803734042 Fee \$48.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/06/2018 01:35 PM PG: 1 OF 6

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00), in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does WARRANT, COVENANT, AND CONVEY unto the Grantee, and to their heirs and assigns, FOREVER, all the following described real estate, situated in the County of COOK and State of Illinois known and described as follows, to wit:

LOT 172 IN GARDEN HOMES, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8754 S. MICHIGAN AVE., CHICAGO, IL 60619

PARCEL INDEX NUMBER (PIN): 25-03-101-042-0000 vol 282

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainder, rents issues and profits hereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, his heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to: Covenants, conditions, restrictions of record, public and utility easements, provided that such exceptions do not impair Purchaser's intended use of the Unit of residential purposes, and general real estate taxes for the year 2018 and subsequent years.

COMMONLY KNOWN AS: 8754 S. MICHIGAN AVE., CHICAGO, IL 60619

PARCEL INDEX NUMBER (PIN): 25-03-101-042-0000 vol 282

IN WITNESS WHEREOF, said Grantor has caused its signature to be hereto affixed, and has caused its name to be signed to these presents, this 12 day of JANUARY, 2018.

AMICUS VENTURES, LLC



KURT WEINRICH
Its Manager

BRIAN MINEAU
Its Manager

Prepared by: Rosenthal Law Group, LLC, 3700 W Devon Ave, Lincolnwood, IL 60712

MAIL TO:

Shoundel Allen
8754 S. Michigan Ave., Chicago, IL 60619

SEND SUBSEQUENT TAX BILLS TO: SHOUNDEL ALLEN
8754 S. MICHIGAN AVE., CHICAGO, IL 60619

OR

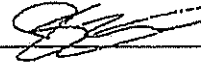
RECORDER'S OFFICE BOX NO. _____

State of Nevada)
County of Clark) SS

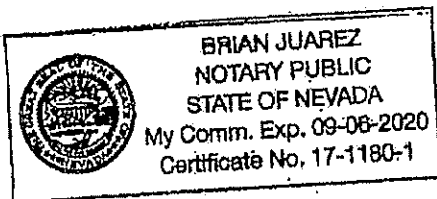
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that KURT WEINRICH and ~~BRIAN MINEAU~~, is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of January, 2018.

Notary Public



My Commission Expires: 09-06-2020



AMICUS VENTURES, LLC

KURT WEINRICH
Its Manager

BRIAN MINEAU
Its Manager

Prepared by: Rosenthal Law Group, LLC, 3700 W Devon Ave, Lincolnwood, IL 60712

MAIL TO:

SEND SUBSEQUENT TAX BILLS TO: SHOUNDEL ALLEN
8754 S. MICHIGAN AVE., CHICAGO, IL 60619

OR

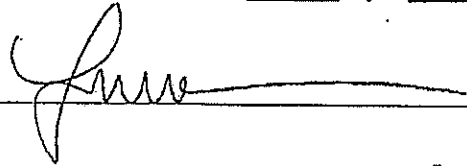
RECORDER'S OFFICE BOX NO. _____

State of NEVADA)
County of Washoe) ss

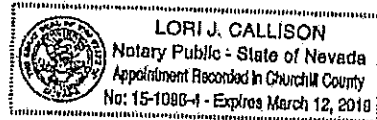
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that ~~KURT WEINRICH~~ and BRIAN MINEAU, is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of JANUARY, 2018.

Notary Public



My Commission Expires: 3-12-19



LEGAL DESCRIPTION

OF

8754 S. MICHIGAN AVE., CHICAGO, IL 60619

PARCEL INDEX NUMBER (PIN): 25-03-101-042-0000 VOL 282

LOT 172 IN GARDEN HOMES, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

72 6900

REAL ESTATE TRANSFER TAX

05-Feb-2018



CHICAGO:	1,275.00
CTA:	510.00
TOTAL:	1,785.00 *

25-03-101-042-0000 | 20180201695761 | 1-929-931-296

* Total does not include any applicable penalty or interest due.

726900

REAL ESTATE TRANSFER TAX

05-Feb-2018



COUNTY:	85.00
ILLINOIS:	170.00
TOTAL:	255.00

25-03-101-042-0000

| 20180201695761 | 1-870-428-704

EXHIBIT 8
QUIT CLAIM DEED DOC #1628855545
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

EXHIBIT 8
QUIT CLAIM DEED DOC #1628855545
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

15
16-04005-PT

**QUIT CLAIM DEED -
(LIMITED LIABILITY
COMPANY TO LIMITED
LIABILITY COMPANY)
Statutory (Illinois)**



Doc# 1628855545 Fee \$44.00

RHSP FEE: \$9.00 PRF FEE \$1.00

AFFIDAVIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/14/2016 03:52 PM PG: 1 OF 4

THE GRANTOR SDL iVest Group, LLC, a Nevada limited liability company, of Sunland, California, for and in consideration of Ten and No/100 (\$10.00)-----DOLLARS,

and other good and valuable consideration in hand paid, Conveys and Quit Claims to Imperium 5, LLC, Series II, a Nevada limited liability company all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

LOT 327 IN FREDERICK H. BARTLETT'S GREATER CHICAGO SUBDIVISION NO. 1, BEING A SUBDIVISION OF ALL THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL THAT PART OF THE SOUTHEAST 1/4 OF SAID SECTION 20, LYING WEST OF AND ADJOINING THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY (EXCEPTING THEREFROM THE NORTH 32.277 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

Subject To: general real estate taxes not due and payable at the time of closing and restrictions of record so long as they do not interfere with Grantee's use and enjoyment of the property hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises forever.

Exempt Under Paragraph E, Section 31-45, of the Real Estate Transfer Tax Act

Seal

Date



Permanent Real Estate Index Number(s): 25-10-306-007-0000


Address(es) of Real Estate: 9919 S. Forest Avenue, Chicago, Illinois 60628.

DATED this 28 day of September, 2016.

Sonja D. Lawrence, ~~Notary Public~~ (SEAL)

(SEAL)

REAL ESTATE TRANSFER TAX		13-Oct-2016
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00
25-10-306-007-0000 20161001669312 1-909-323-584		

REAL ESTATE TRANSFER TAX		13-Oct-2016
	CHICAGO:	0.00
	CTA:	0.00
	TOTAL:	0.00 *
25-10-306-007-0000 20161001669312 1-804-203-840		

* Total does not include any applicable penalty or interest due.

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sonja D. Lawrence, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2016.

Commission expires: _____, 20____. *See Attached*
Notary Public

This Instrument Was Prepared By: Michael G. Aretos, 2550 W. Golf Road, Ste. 250, Rolling Meadows, IL 60008

MAIL TO:
Michael G. Aretos
2550 W. Golf Road, Suite 250
Rolling Meadows, IL 60008

Send Tax Bills To:
Imperium 5, LLC Series II
~~Imperium 5, LLC Series II~~
~~Imperium 5, LLC Series II~~
2029 Vendue Blvd
Suite 140
Montrose, CA 91020

PREMIER TITLE
1000 JORIE BLVD., SUITE 136
OAK BROOK, IL 60523
630-571-2111

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**
(CALIFORNIA CIVIL CODE § 1189)

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

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On Sept 28, 2016 before me, Latoya Arnold, notary public
(Date) (Here Insert Name and Title of the Officer)

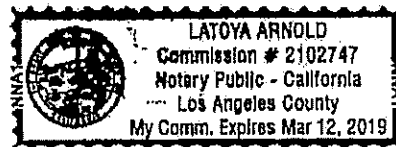
personally appeared Sorja Lawrence
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: Quit Claim Deed Document Date: 9/20/16

Number of Pages: 2 Signer(s) Other Than Named Above: _____

Additional Information: _____

STATEMENT BY GRANTOR AND GRANTEE

THE GRANTOR OR HIS AGENT AFFIRMS THAT, TO THE BEST OF HIS KNOWLEDGE, THE NAME OF THE GRANTEE SHOWN ON THE DEED OR ASSIGNMENT OF BENEFICIAL INTEREST IN A LAND TRUST IS EITHER A NATURAL PERSON, AN ILLINOIS CORPORATION OR FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, A PARTNERSHIP AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, OR OTHER ENTITY RECOGNIZED AS A PERSON AND AUTHORIZED TO DO BUSINESS OR ACQUIRE TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE OF ILLINOIS.

DATE 9/28, 2016

SIGNATURE

Michael Aetos

GRANTOR OR AGENT

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID
THIS 11 DAY OF OCTOBER

2016

Michael Aetos

NOTARY PUBLIC

SUZANNE M. HAMMOND
OFFICIAL COMM
Notary Public, State of Illinois
My Commission Expires
February 10, 2018COMMISSION EXPIRES 2-10-18

THE GRANTEE OR HIS AGENT AFFIRMS AND VERIFIES THAT THE NAME OF THE GRANTEE SHOWN ON THE DEED OR ASSIGNMENT OF BENEFICIAL INTEREST IN A LAND TRUST IS EITHER A NATURAL PERSON, AN ILLINOIS CORPORATION OR FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, OR OTHER ENTITY RECOGNIZED AS A PERSON AND AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE OF ILLINOIS.

DATED 9/28, 2016

SIGNATURE

Michael Aetos

GRANTEE OR AGENT

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID
THIS 11 DAY OF OCTOBER

2016

Michael Aetos

NOTARY PUBLIC

SUZANNE M. HAMMOND
OFFICIAL COMM
Notary Public, State of Illinois
My Commission Expires
February 10, 2018COMMISSION EXPIRES 2-10-18

NOTE: ANY PERSON WHO KNOWINGLY SUBMITS A FALSE STATEMENT CONCERNING THE IDENTITY OF A GRANTEE SHALL BE GUILTY OF A CLASS C MISDEMEANOR FOR THE FIRST OFFENSE AND A CLASS A MISDEMEANOR FOR SUBSEQUENT OFFENSES.

(ATTACH TO DEED OR ABI TO BE RECORDED IN COOK COUNTY, ILLINOIS, IF EXEMPT UNDER PROVISIONS OF SECTION 4 OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT.)

EXHIBIT 9
WARRANTY DEED DOC #1825745044
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

EXHIBIT 9
WARRANTY DEED DOC #1825745044
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

WARRANTY DEED (Illinois)

73158813
THIS DEED is made as of the 10 day of August, 2018, by and between

IMPERIUM 5, LLC SERIES II

("Grantor," whether one or more),

and

SANDRA BROWN

a single person

7208 S. Kingston #1E

Chicago, IL 60649

("Grantee," whether one or more).

Citywide Title Corporation
850 W. Jackson Blvd., Ste. 320
Chicago, IL 60607



1325745044D

Doc# 1825745044 Fee \$44.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/14/2018 03:26 PM PG: 1 OF 4

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00), in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does WARRANT, COVENANT, AND CONVEY unto the Grantee, and to their heirs and assigns, FOREVER, all the following described real estate, situated in the County of COOK and State of Illinois known and described as follows, to wit:

LOT 327 IN FREDERICK H. BARTLETT'S GREATER CHICAGO SUBDIVISION NO. 1, BEING A SUBDIVISION OF ALL THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 20, LYING WEST OF AND ADJOINING THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY (EXCEPTING THEREFROM THE NORTH 32.277 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9919 S. FOREST AVE., CHICAGO, IL 60628

PARCEL INDEX NUMBER (PIN): 25-10-306-007-0000 (VOL: 285)

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainder, rents issues and profits hereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, his heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to: Covenants, conditions, restrictions of record, public and utility easements, provided that such exceptions do not impair Purchaser's intended use of the Unit of residential purposes, and general real estate taxes for the year 2018 and subsequent years.

R

IN WITNESS WHEREOF, said Grantor has caused its signature to be hereto affixed, and has caused its name to be signed to these presents, this 10th day of August, 2018.

Brian T. Mineau
IMPERIUM 5, LLC SERIES II by BRIAN T. MINEAU

Prepared by: Rosenthal Law Group, LLC, 3700 W Devon Ave, Lincolnwood, IL 60712

MAIL TO: Sandra Brown
9919 S. Forest Ave, Chgo IL 60628

SEND SUBSEQUENT TAX BILLS TO: SANDRA BROWN
9919 S. FOREST AVE., CHICAGO, IL 60628

OR RECORDER'S OFFICE BOX NO. _____

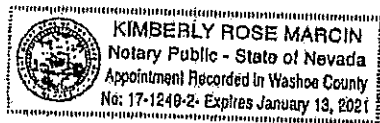
STATE OF Nevada)
COUNTY OF Washoe) SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Brian T. Mineau is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of August, 2018.

Notary Public Kimberly Rose Marcini

My Commission Expires: 01-13-2021



REAL ESTATE TRANSFER TAX

29-Aug-2018



CHICAGO:	1,102.50
CTA:	441.00
TOTAL:	1,543.50 *

25-10-306-007-0000 | 20180801670838 | 0-340-246-688

* Total does not include any applicable penalty or interest due.

REAL ESTATE TRANSFER TAX

29-Aug-2018



COUNTY:	73.50
ILLINOIS:	147.00
TOTAL:	220.50

25-10-306-007-0000

| 20180801670838 | 0-918-167-712

EXHIBIT 10
WARRANTY DEED DOC #1634422106
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

EXHIBIT 10
WARRANTY DEED DOC #1634422106
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

SPECIAL WARRANTY DEED

THE GRANTOR, Nationstar Mortgage LLC
d/b/a Champion Mortgage Company

Doc#. 1634422106 Fee: \$52.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/09/2016 11:24 AM Pg: 1 of 3

Dec ID 20161101684790
ST/CO Stamp 1-513-736-384 ST Tax \$55.00 CO Tax \$27.50
City Stamp 1-405-208-768 City Tax: \$577.50

A corporation created and existing by virtue
of the laws of the State of Delaware, for and
in consideration of Ten Dollars (\$10.00), in
hand paid, and pursuant to authority of said
corporation, does, on this 14 day of
Nov, 2016, REMISE, ALIEN
AND CONVEY TO THE GRANTEE,

Amicus Ventures LLC, 2450 St. Ross Parkway, Suite #110, Henderson, NV 89074

The following described real estate situated in the County of Cook and State of Illinois, to wit:
LEGAL DESCRIPTION ATTACHED

TO HAVE AND TO HOLD the said premises with all appurtenances thereunto belonging. The GRANTOR does covenant that it
has not done or suffered to be done anything whereby the said premises hereby granted are, or may be, in any manner incumbered,
or charged, except as herein recited; and that said premises, against all persons lawfully claiming, or to claim the same, by,
through, or under it, WILL WARRANT AND DEFEND, subject to:

PERMANENT REAL ESTATE NUMBER: 25-05-102-026-0000

ADDRESS OF REAL ESTATE 8744 South Bishop Street, Chicago, IL 60620

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be
signed to these presents, the day and year written above.

Carrington Property Services as attorney in fact for
Nationstar Mortgage LLC d/b/a Champion Mortgage
Company

Glenda Maldonado
Glenda Maldonado
Closing Manager

STATE OF _____
COUNTY OF _____

I, Dec Attached, a Notary Public in and for the said
County, in the State aforesaid, DO HEREBY CERTIFY that
personally known to be signing as Carrington Property Services as attorney in fact for
Nationstar Mortgage LLC d/b/a Champion Mortgage Company and personally known by me
to be the same person whose name is subscribed to the foregoing instrument, appeared
before me this day in person and signed and delivered the said instrument and caused the
corporate seal of the aforesaid corporation to be affixed thereto, pursuant to authority given
by said corporation, as his/her free and voluntary act, and as the free and voluntary act and
deed of said corporation.

Given under my hand and official seal, this _____ day of _____, 2016

Commission expires _____, 20 _____

NOTARY PUBLIC

This instrument was prepared by STUART M. KESSLER, P.C., 3255 N. Arlington Heights Road, Suite 505, Arlington Heights, IL 60004

ACKNOWLEDGMENT

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

State of California
County of Orange

On November 14, 2016 before me, Julio Gonzalez, Notary Public
(insert name and title of the officer)

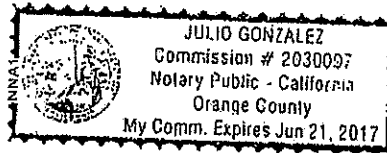
personally appeared Glenda Maldonado
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



LEGAL DESCRIPTION

Lot 17 and the South 10 feet of Lot 18 in Block 2 in E. L. Brainerd's Subdivision of Telford Burnham's Subdivision (except Blocks 1 and 8 thereof) of the West 1/2 of the Northwest 1/4 of Section 5, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

8744 South Bishop Street
Chicago, IL 60620

Mail to:

2450 St Rice Parkway

Suite 110 Henderson

Nevada 89074

Send Subsequent Tax Bills To:

Same address

EXHIBIT 11
WARRANTY DEED DOC #1828506140
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

EXHIBIT 11
WARRANTY DEED DOC #1828506140
(Plaintiff Jay Kvam's First Set of Requests for Admission to Brian Mineau)

QUIT CLAIM DEED

(LLC to Corporation)



1828506140

Doc# 1828506140 Fee \$50.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

AFFIDAVIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/12/2018 11:50 AM PG: 1 OF 7

(The Above Space for Recorder's Use Only)

THE GRANTOR AMICUS VENTURES LLC

A Nevada Limited Liability Company, with its principal place of business in Henderson, Nevada for and in consideration of TEN DOLLARS (\$10.00) in hand paid, CONVEY AND QUIT CLAIM to THE GRANTEE

LKJ INVESTMENTS INC

A Nevada Corporation

the following described Real Estate situated in the County of Cook, in the State of Illinois, to-wit

SEE ATTACHED LEGAL DESCRIPTION

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

PROPERTY INDEX NUMBER (PIN): 25-05-102-026-0000

ADDRESS OF REAL ESTATE: 8744 S BISHOP ST., CHICAGO, IL 60620

(Signatures appear on subsequent pages)

MAIL TO: LKJ INVESTMENTS INC., 2450 St. Rose Pkwy, Suite 110, Henderson, NV 89074

TAX BILLS TO: LKJ INVESTMENTS INC., 2450 St. Rose Pkwy, Suite 110, Henderson, NV 89074

This instrument was prepared by: Rosenthal Law Group, 3700 W Devon Ave., Suite E, Lincolnwood, IL 60712

S Y
P 2
S N
SC Y
INT

LEGAL DESCRIPTION

LOT 17 AND THE SOUTH 10 FEET OF LOT 18 IN BLOCK 2 IN E.L. BRAINERD'S SUBDIVISION OF
TELFORD BURNHAM'S SUBDIVISION (EXCEPT BLOCKS 1 AND 8 THEREOF) OF THE WEST 1/2 OF
THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

8744 S BISHOP STREET

CHICAGO, IL 60620

P.I.N.: 25-05-102-026-0000



Kurt Weinrich, Manager
Amicus Ventures, LLC

State of Nevada

County of Clark

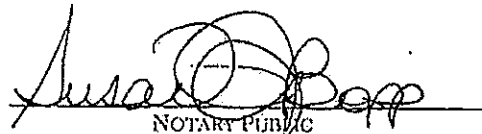
ss.

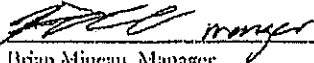
I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Kurt Weinrich personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 26TH day of SEPTEMBER 2018.

Commission expires

11/01/2021²⁶


NOTARY PUBLIC



Brian Mineau, Manager
Amicus Ventures, LLC

State of Nevada

County of Washoe

ss.

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Brian Mineau personally known to me to be the same persons whose names are subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 24 day of September, 2018.

Commission expires 04/03/2022



NOTARY PUBLIC

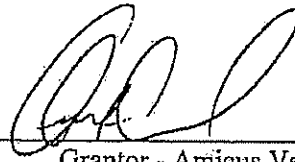


STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation, or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated this 26TH day of September, 2018.

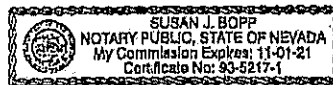
Signature



Grantor - Amicus Ventures, LLC

Subscribed and sworn to before
me this 26TH day of
SEPTEMBER, 2018.

Notary Public

The grantee or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation, or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated this 26TH day of SEPTEMBER, 2018.

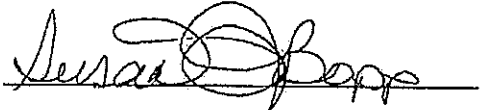
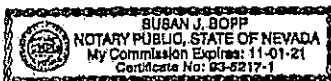
Signature



Grantee - LKJ Investments Inc

Subscribed and sworn to before
me this 26TH day of
SEPTEMBER, 2018.

Notary Public

REAL ESTATE TRANSFER TAX

12-Oct-2018

**CHICAGO:** 0.00**CTA:** 0.00**TOTAL:** 0.00 *

25-05-102-026-0000 | 20181001606137 | 1-491-408-032

* Total does not include any applicable penalty or interest due.

REAL ESTATE TRANSFER TAX

12-Oct-2018



COUNTY:	0.00
ILLINOIS:	0.00
TOTAL:	0.00

25-05-102-026-0000

| 20181001606137 | 1-245-439-136

FILED
Electronically
CV18-00764
2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 19
PLAINTIFF'S FOURTH SET OF REQUESTS
FOR PRODUCTION OF DOCUMENTS
(Plaintiff's Second Motion to Compel)

Exhibit 19
PLAINTIFF'S FOURTH SET OF REQUESTS
FOR PRODUCTION OF DOCUMENTS
(Plaintiff's Second Motion to Compel)

1 **CODE: DISC**

Michael L. Matuska, Esq. SBN 5711

2 **MATUSKA LAW OFFICES, LTD.**

2310 South Carson Street, Suite 6

3 Carson City, NV 89701

4 (775) 350-7220

5 Attorneys for Plaintiff / Counter-Defendant

6
7 **THE SECOND JUDICIAL DISTRICT COURT OF NEVADA**
8 **IN AND FOR THE COUNTY OF WASHOE**
9

10 JAY KVAM,

Plaintiff,

Case No. CV18-00764

11 v.

Dept. No. 6

12 BRIAN MINEAU; LEGION INVESTMENTS,
13 LLC; 7747 S. May Street, an Unincorporated
Joint Venture; and DOES I-X, inclusive,

14 Defendants.

15
16 **PLAINTIFF JAY KVAM'S**
17 **FOURTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**
18 **TO DEFENDANTS BRIAN MINEAU**
19 **AND LEGION INVESTMENTS, LLC**

20 TO: Defendants BRIAN MINEAU and LEGION INVESTMENTS, LLC, and their
attorney of record:

21 COMES NOW Plaintiff, JAY KVAM, by and through his attorneys of record, Michael L.
22 Matuska, Esq., and MATUSKA LAW OFFICES, LTD., and propounds upon Defendants, BRIAN
23 MINEAU, and LEGION INVESTMENTS, this Fourth Request for Production of Documents.

24 Pursuant to the provisions of NRCP 34, you are required to provide the below-requested
25 documents at MATUSKA LAW OFFICES, LTD., 2310 South Carson Street, Suite 6, Carson City,
26 Nevada 89701, (775) 350-7220, within thirty (30) days hereof.
27
28

1 INSTRUCTIONS

2 1. In responding to this request, produce all DOCUMENTS in YOUR custody,
3 possession, OR control. A DOCUMENT is deemed to be in YOUR control if YOU have the right
4 OR ability to secure the DOCUMENT OR copy thereof from another PERSON having actual
5 possession thereof.

6 2. If any DOCUMENT was, but no longer is, in YOUR possession, custody, OR
7 control, state:
8

- 9 a. The disposition of the DOCUMENT;
10 b. The date such disposition was made;
11 c. The IDENTITY of the present custodian of the DOCUMENT OR, if it no
12 longer exists, so state;
13 d. The PERSON that made the decision to dispose of the DOCUMENT;
14 e. The reason for the disposition; and
15 f. A DESCRIPTION of the DOCUMENT and its contents.
16

17 3. This request seeks, among other things, the production of electronic DOCUMENTS
18 created OR which exist in word processing applications, electronic mail, and other computer data.
19 YOU are required to produce computer files, INCLUDING but not limited to, electronic mail
20 messages, in their original, native electronic form, with all the information contained OR attached
21 to the electronic mail, INCLUDING but not limited to, message contents, header information,
22 attachments sent OR received, logs of electronic mail system usage, information pertaining to the
23 software necessary to open the electronic mail, and any other similar such information. You are
24 required to produce all electronic mail messages encompassed by this request, even if only
25 available on backup OR archive tapes OR disks. Electronic DOCUMENTS must be accompanied
26 by (a) identification of the generally available software needed to open and view each
27
28

1 DOCUMENT, OR (b) a copy of the software needed to open and view the document, and (c)
2 instructions and all other materials necessary to open, use, OR interpret each DOCUMENT. To
3 obtain electronic DOCUMENTS in an efficient manner will require our consultant to have access
4 to electronic hardware in your possession, custody, OR control. Plaintiff requests that YOU meet
5 and confer with its attorneys, prior to production, to develop a mutually-acceptable plan for the
6 production and copying of electronic DOCUMENTS.
7

8 4. Legible photocopies of front and back of each DOCUMENT will be accepted, in
9 lieu of production of the originals, provided such photocopies fully and accurately depict any and
10 all information available from the originals and, if not, the originals must be produced.

11 5. If a privilege OR work-product protection (INCLUDING an asserted statutory OR
12 protective order prohibition against disclosure) is claimed with respect to any responsive
13 DOCUMENT such that YOU will not produce the entire DOCUMENT without any redactions,
14 omissions, interlineations, OR changes, specify the privilege OR work-product protection(s) YOU
15 claim, and IDENTIFY the DOCUMENT. If a claimed privilege OR work-product protection
16 applies only to a particular phrase, sentence, paragraph, OR section of a responsive DOCUMENT,
17 produce the DOCUMENT with the projected portion redacted and a legend OR privilege log
18 indicating that the withheld portion is the subject of a claimed privilege OR work-product
19 protection. If YOU withhold any DOCUMENT covered by this Request by reason of a claim of
20 privilege, furnish a list at the time the DOCUMENTS are produced IDENTIFYING any such
21 DOCUMENT for which the privilege is claimed, together with the following information, with
22 respect to any such DOCUMENT withheld: author(s), recipient(s), sender, indicated OR blind
23 copies, date, general subject matter, basis on which privilege is claimed, and the specific requests
24 to which the DOCUMENT was responsive. For each DOCUMENT withheld under a claim that it
25 constitutes OR contains attorney work product, also state whether YOU assert that the
26
27
28

1 DOCUMENT was prepared in anticipation of OR for litigation and, if so, DESCRIBE the
2 anticipated litigation.

3 6. YOU are required to produce DOCUMENTS as they are kept in the usual course
4 of business OR grouped by the request to which they respond.

5 7. If YOU object to any request OR any portion thereof, please state the nature and
6 basis of YOUR objection. If YOU find objectionable only a portion of a request, please respond
7 fully to the non-objectionable portion thereof.

8 8. If responsive information appears on one OR more pages of a multi-page
9 DOCUMENT, please provide the entire DOCUMENT, INCLUDING any exhibits OR
10 attachments thereto. Except under a claim of privilege OR work product, YOU should not alter,
11 deface, mask, OR redact any DOCUMENT before production.

12 9. The use of the singular in any request shall INCLUDE the plural and the plural shall
13 include the singular.

14 10. The use of any gender in any request shall INCLUDE the masculine, feminine OR
15 neuter genders.

16
17
18 **DEFINITIONS**

19 "DOCUMENT" as used herein, is defined as any and all internal or inter-office electronic mail,
20 text or other electronic messages, drafts, hand-written notes, records, reports, statements, voice-
21 mail messages, or hand-written messages, declarations, affidavits, papers, letters, notes, drawings,
22 graphs, charts, memoranda, transcripts, summaries, correspondence, photographs, phonographs,
23 phonorecords, pleadings, plans, blueprints, OR "writings" and "recordings", OR other data
24 compilations from which information can be obtained OR translated, if necessary, by the
25 responding party through detection devices into reasonably useable forms, whether printed,
26 written, typed, OR stored electronically as data, whether in YOUR possession, under YOUR
27
28

1 control, which YOU have access to, OR which YOU know of, INCLUDING all copies, no matter
2 who OR by whom prepared, and all drafts prepared in connection with such DOCUMENTS,
3 whether or not ever used OR conveyed for any purpose, an INCLUDES any written, graphic, OR
4 recorded matter, however produced OR reproduced, of any kind OR description, whether sent OR
5 received, OR neither, INCLUDING drafts, originals, non-identical copies and information stored
6 magnetically, electronically, photographically, OR otherwise. Any DOCUMENT shall INCLUDE
7 the original and any copies, reproductions, OR facsimiles thereof that is in any way different from
8 the original. In addition, this includes, but is not limited to, any electronically stored data on
9 magnetic or optical storage media as an "active" file or files (readily readable by one or more
10 computer applications or forensics software); any "deleted" but recoverable electronic files on said
11 media; any electronic file fragments (files that have been deleted and partially overwritten with
12 new data); and slack (data fragments stored randomly from random access memory on a hard drive
13 during normal operation of a computer [RAM slack] or residual data left on the hard drive after
14 new data has overwritten some but not all previously stored data).

17 1. "INCLUDE" OR "INCLUDING" OR "INCLUDES" as used herein, are defined as
18 encompassing OR within the scope of the stated request and should not be limited to just the items
19 specified.

20 2. "OR" as used herein, is defined as "and," "or," and "and/or" concurrently and/or as
21 necessary in order to bring within the scope of a request all responses which might otherwise be
22 construed to be outside its scope.

24 3. "PERSON" as used herein, is defined as, and shall INCLUDE a human being,
25 natural person, corporation, partnership, association, trust, unincorporated organization, any
26 nongovernmental legal entity, OR any form of business OR social organization.

27 4. The term "YOU" as used herein, defined as the answering Defendant; the term
28

1 "YOUR" is used herein, is the possessive adjective of YOU.

2 5. "PROPERTY" means the house located at 7747 May Street, Chicago, Illinois.

3 PLEASE TAKE NOTICE that if YOU fail to identify or produce the requested
4 documents, or object without substantial justification, Plaintiff may move the Court for an order
5 for compliance wherein reasonable expenses and attorneys' fees may be required.
6

7 PLEASE TAKE FURTHER NOTICE that Plaintiff will object to the evidentiary
8 admission of any DOCUMENTS predating the date of the scheduled production, if a copy of such
9 DOCUMENT is not produced as required herein or under Nevada Rule of Civil Procedure 34.

10 **REQUESTS FOR PRODUCTION**

11 **REQUEST NO. 39:** Provide the purchase and sale agreements, escrow closing
12 statements, and deed for Imperium 5, LLC's purchase of the real property located at 6049-6051
13 South Princeton Avenue, Chicago, Illinois.
14

15 **REQUEST NO. 40:** Provide the purchase and sale agreements, escrow closing
16 statements, and deed for Imperium 5, LLC's sale of the real property located at 6049-6051 South
17 Princeton Avenue, Chicago, Illinois.

18 **REQUEST NO. 41:** Provide all contracts and invoices for construction work performed
19 on the real property located at 6049-6051 South Princeton Avenue, Chicago, Illinois, including,
20 but not limited to, any contracts with TNT Complete Facility Care, Inc.
21

22 **REQUEST NO. 42:** Provide the purchase and sale agreements, escrow closing
23 statements, and deed for Legion Investments, LLC's purchase of the real property located at 8040
24 South Normal Avenue, Chicago, Illinois.

25 **REQUEST NO. 43:** Provide the purchase and sale agreements, escrow closing
26 statements, and deed for Legion Investments, LLC's transfer of the real property located at 8040
27 South Normal Avenue, Chicago, Illinois to Imperium 5, LLC.
28

1 **REQUEST NO. 44:** Provide the purchase and sale agreements, escrow closing
2 statements, and deed for Imperium 5, LLC's sale of the real property located at 8040 South Normal
3 Avenue, Chicago, Illinois.

4 **REQUEST NO. 45:** Provide all contracts and invoices for construction work performed
5 on the real property located at 8040 South Normal Avenue, Chicago, Illinois, including, but not
6 limited to, any contracts with TNT Complete Facility Care, Inc.

7
8 **REQUEST NO. 46:** Provide the purchase and sale agreements, escrow closing
9 statements, and deed for Amicus Ventures LLC's purchase of the real property located at 8754
10 South Michigan Avenue, Chicago, Illinois.

11 **REQUEST NO. 47:** Provide the purchase and sale agreements, escrow closing
12 statements, and deed for Amicus Ventures LLC's sale of the real property located at 8754 South
13 Michigan Avenue, Chicago, Illinois.

14
15 **REQUEST NO. 48:** Provide all contracts and invoices for construction work performed
16 on the real property located at 8754 South Michigan Avenue, Chicago, Illinois, including but not
17 limited to any contracts with TNT Complete Facility Care, Inc.

18 **REQUEST NO. 49:** Provide the purchase and sale agreements, escrow closing
19 statements, and deed for Imperium 5, LLC's purchase of the real property located at 9919 South
20 Forest Avenue, Chicago, Illinois.

21 **REQUEST NO. 50:** Provide the purchase and sale agreements, escrow closing
22 statements, and deed for Imperium 5, LLC's sale of the real property located at 9919 South Forest
23 Avenue, Chicago, Illinois.

24
25 **REQUEST NO. 51:** Provide all contracts and invoices for construction work performed
26 on the real property located at 9919 South Forest Avenue, Chicago, Illinois, including but not
27 limited to any contracts with TNT Complete Facility Care, Inc.

1 **REQUEST NO. 52:** Provide the purchase and sale agreements, escrow closing
2 statements, and deed for Amicus Ventures LLC's purchase of the real property located at 8744
3 South Bishop Street, Chicago, Illinois.

4 **REQUEST NO. 53:** Provide the purchase and sale agreements, escrow closing
5 statements, and deed for Amicus Ventures LLC's sale of the real property located at 8744 South
6 Bishop Street, Chicago, Illinois.

7
8 **REQUEST NO. 54:** Provide all contracts and invoices for construction work performed
9 on the real property located at 8744 South Bishop Street, Chicago, Illinois, including but not
10 limited to any contracts with TNT Complete Facility Care, Inc.

11 **REQUEST NO. 55:** Provide the purchase and sale agreements, escrow closing
12 statements, and deed for Wyoming Partners LLC's purchase of the real property located at 1404-
13 1410 Wyoming Street, Dayton, Ohio.

14
15 **REQUEST NO. 56:** Provide the purchase and sale agreements, escrow closing
16 statements, and deed for Wyoming Partners LLC's sale of the real property located at 1404-1410
17 Wyoming Street, Dayton, Ohio.

18 **REQUEST NO. 57:** Provide all contracts and invoices for construction work performed
19 on the real property located at 1404-1410 Wyoming Street, Dayton, Ohio including, but not limited
20 to, any contracts with TNT Complete Facility Care, Inc.

21
22 **REQUEST NO 58:** Any and all contracts and agreements between (a) Wyoming Partners
23 LLC and (b) Brian Mineau, Legion Investments, LLC, or any other entity in which Brian Mineau
24 or Legion Investments, LLC have an ownership interest or management authority as an officer,
25 director, officer, member or manager.

26 **REQUEST NO. 59:** All other contracts and invoices for construction work performed by
27 TNT Complete Facility Care, Inc. on any property owned in whole or in part by Brian Mineau or
28

1 by any entity in which Brian Mineau or Legion Investments, LLC have an ownership interest.

2 **REQUEST NO. 60:** All documents regarding Colleen Burke, including, but not limited
3 to,

4 (a) Agreements for construction management or property management services, or any
5 other services;

6 (b) All documents regarding the selection of contractors for the Property and bids;

7 (c) Documents showing the services she performed, when performed, and charges for
8 services;

9 (d) Documents showing when she commenced her services and when she terminated
10 her services;

11 (e) All communications including letters, correspondence, fax, emails and texts and all
12 attachments thereto;

13 (f) Any other documents not provided in response to the preceding interrogatories
14 regarding Colleen Burke;

15 **AFFIRMATION**

16 Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding
17 document does not contain the social security number of any person.

18 Dated this 17th day of September, 2019

19 MATUSKA LAW OFFICES, LTD.

20 By: 

21 MICHAEL L. MATUSKA, SBN 5711
22 Attorneys for Plaintiff /Counter-Defendant

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd. and
3 that on the 6th day of September, 2019, I served a true and correct copy of the preceding document
4 entitled **FOURTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS** as follows:

5 Austin K. Sweet, Esq.
6 GUNDERSON LAW FIRM
7 3895 Warren Way
Reno, NV 89509

8 ☐ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I electronically filed a true
9 and correct copy of the above-identified document with the Clerk of the Court by using the
10 electronic filing system which will send a notice of electronic filing to the person(s) named
11 above.

12 ☒ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully
13 prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the
14 ordinary course of business.

15 ☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s)
16 by hand delivery to the office(s) of the person(s) named above.

17 ☐ **BY FACSIMILE:**

18 ☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY:**

19 ☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-
20 Carson Messenger Service for delivery.

21
22
23 
24 **SUZETTE TURLEY**

FILED
Electronically
CV18-00764
2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 20
RESPONSES TO PLAINTIFF'S FIRST SET OF
REQUESTS FOR ADMISSION
(Plaintiff's Second Motion to Compel)

Exhibit 20
RESPONSES TO PLAINTIFF'S FIRST SET OF
REQUESTS FOR ADMISSION
(Plaintiff's Second Motion to Compel)

1 **DISC**

2 GUNDERSON LAW FIRM

3 Austin K. Sweet, Esq.

4 Nevada State Bar No. 11725

5 Mark H. Gunderson, Esq.

6 Nevada State Bar No. 2134

7 3895 Warren Way

8 Reno, Nevada 89509

9 Telephone: 775.829.1222

10 *Attorneys for Brian Mineau and Legion Investments*

11
12 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
13 **IN AND FOR THE COUNTY OF WASHOE**

14 JAY KVAM,

Case No. CV18-00764

15 Plaintiff / Counterdefendant,

Dept. No. 6

16 vs.

17 BRIAN MINEAU; LEGION INVESTMENTS,
18 LLC; 7747 S. May Street, an Unincorporated
19 Joint Venture; and DOES I-X, inclusive,

20 Defendants / Counterclaimants.
21 _____/

22 **BRIAN MINEAU'S RESPONSES TO PLAINTIFF JAY KVAM'S**
23 **FIRST SET OF REQUESTS FOR ADMISSION**

24 **PROPOUNDING PARTY:** Jay Kvam

25 **RESPONDING PARTY:** Brian Mineau

26 Defendant / Counterclaimant BRIAN MINEAU ("Mineau"), by and through his counsel of
27 record, Austin K. Sweet, Esq., and Mark H. Gunderson, Esq., and pursuant to Rule 36 of the Nevada
28 Rules of Civil Procedure, respond to Plaintiff / Counterdefendant JAY KVAM ("Kvam")'s First Set
of Requests for Admission to Mineau ("Requests") as follows:

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1 **RESPONSE TO REQUEST NO. 4:**

2 Objection, relevance. This Request seeks information which is not relevant to any party's
3 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
4 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
5 litigation.

6 **REQUEST NO. 5:**

7 Admit that the deed attached hereto as Exhibit "2" is a true and correct copy of the original.

8 **RESPONSE TO REQUEST NO. 5:**

9 Objection, relevance. This Request seeks information which is not relevant to any party's
10 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
11 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
12 litigation.

13 **REQUEST NO. 6:**

14 Admit that Legion Investments, LLC purchased the real property located at 8040 South
15 Normal Avenue, Chicago, Illinois from Zerep Investment Group, LLC, per the warranty deed
16 recorded on December 9, 2015.

17 **RESPONSE TO REQUEST NO. 6:**

18 Objection, relevance. This Request seeks information which is not relevant to any party's
19 claims or defenses, nor is it proportional to the needs of the case, because information concerning a
20 property in which Kvam had no interest or involvement whatsoever has no bearing on this litigation.

21 **REQUEST NO. 7:**

22 Admit that the deed attached hereto as Exhibit "3" is a true and correct copy of the original.

23 **RESPONSE TO REQUEST NO. 7:**

24 Objection, relevance. This Request seeks information which is not relevant to any party's
25 claims or defenses, nor is it proportional to the needs of the case, because information concerning a
26 property in which Kvam had no interest or involvement whatsoever has no bearing on this litigation.

27 ///

28 ///

1 **REQUEST NO. 8:**

2 Admit that Legion Investments, LLC quit-claimed the real property located at 8040 South
3 Normal Avenue, Chicago, Illinois to Imperium 5, LLC, Series II per the quit claim deed recorded on
4 September 14, 2019.

5 **RESPONSE TO REQUEST NO. 8:**

6 Objection, relevance. This Request seeks information which is not relevant to any party's
7 claims or defenses, nor is it proportional to the needs of the case, because information concerning a
8 property in which Kvam had no interest or involvement whatsoever has no bearing on this litigation.

9 **REQUEST NO. 9:**

10 Admit that the deed attached hereto as Exhibit "4" is a true and correct copy of the original.

11 **RESPONSE TO REQUEST NO. 9:**

12 Objection, relevance. This Request seeks information which is not relevant to any party's
13 claims or defenses, nor is it proportional to the needs of the case, because information concerning a
14 property in which Kvam had no interest or involvement whatsoever has no bearing on this litigation.

15 **REQUEST NO. 10:**

16 Admit that Imperium 5, LLC Series II sold the real property located at 8040 South Normal
17 Avenue, Chicago, Illinois from Qiana Brown, per the warranty deed recorded on March 15, 2019.

18 **RESPONSE TO REQUEST NO. 10:**

19 Objection, relevance. This Request seeks information which is not relevant to any party's
20 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
21 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
22 litigation.

23 **REQUEST NO. 11:**

24 Admit that the deed attached hereto as Exhibit "5" is a true and correct copy of the original.

25 **RESPONSE TO REQUEST NO. 11:**

26 Objection, relevance. This Request seeks information which is not relevant to any party's
27 claims or defenses, nor is it proportional to the needs of the case, because information concerning an

28 ///

1 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
2 litigation.

3 **REQUEST NO. 12:**

4 Admit that you were a manager of Amicus Ventures LLC on October 5, 2016.

5 **RESPONSE TO REQUEST NO. 12:**

6 Objection, relevance. This Request seeks information which is not relevant to any party's
7 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
8 entity in which Kvam had no interest or involvement whatsoever has no bearing on this litigation.

9 **REQUEST NO. 13:**

10 Admit that Amicus Ventures LLC purchased the real property located at 8754 South Michigan
11 Avenue, Chicago, Illinois from PennyMac Corp., per the special warranty deed recorded on October
12 5, 2016.

13 **RESPONSE TO REQUEST NO. 13:**

14 Objection, relevance. This Request seeks information which is not relevant to any party's
15 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
16 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
17 litigation.

18 **REQUEST NO. 14:**

19 Admit that the deed attached hereto as Exhibit "6" is a true and correct copy of the original.

20 **RESPONSE TO REQUEST NO. 14:**

21 Objection, relevance. This Request seeks information which is not relevant to any party's
22 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
23 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
24 litigation.

25 **REQUEST NO. 15:**

26 Admit that you were a manager of Amicus Ventures LLC on February 6, 2018.

27 ///

28 ///

1 **RESPONSE TO REQUEST NO. 15:**

2 Objection, relevance. This Request seeks information which is not relevant to any party's
3 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
4 entity in which Kvam had no interest or involvement whatsoever has no bearing on this litigation.

5 **REQUEST NO. 16:**

6 Admit that Amicus Ventures LLC sold the real property located at 8754 South Michigan
7 Avenue, Chicago, Illinois to Shoundel Allen, per the warranty deed recorded on February 6, 2018.

8 **RESPONSE TO REQUEST NO. 16:**

9 Objection, relevance. This Request seeks information which is not relevant to any party's
10 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
11 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
12 litigation.

13 **REQUEST NO. 17:**

14 Admit that the deed attached hereto as Exhibit "7" is a true and correct copy of the original.

15 **RESPONSE TO REQUEST NO. 17:**

16 Objection, relevance. This Request seeks information which is not relevant to any party's
17 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
18 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
19 litigation.

20 **REQUEST NO. 18:**

21 Admit that Imperium 5, LLC, Series II purchase the real property located at 9919 South Forest
22 Avenue, Chicago, Illinois from SDL iVest Group, LLC, per the quit claim deed recorded on October
23 14, 2016.

24 **RESPONSE TO REQUEST NO. 18:**

25 Objection, relevance. This Request seeks information which is not relevant to any party's
26 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
27 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
28 litigation.

1 **REQUEST NO. 19:**

2 Admit that the deed attached hereto as Exhibit "8" is a true and correct copy of the original.

3 **RESPONSE TO REQUEST NO. 19:**

4 Objection, relevance. This Request seeks information which is not relevant to any party's
5 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
6 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
7 litigation.

8 **REQUEST NO. 20:**

9 Admit that Imperium 5, LLC, Series II sold the real property located at 9919 South Forest
10 Avenue, Chicago, Illinois to Sandra Brown, per the warranty deed recorded on September 14, 2018.

11 **RESPONSE TO REQUEST NO. 20:**

12 Objection, relevance. This Request seeks information which is not relevant to any party's
13 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
14 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
15 litigation.

16 **REQUEST NO. 21:**

17 Admit that the deed attached hereto as Exhibit "9" is a true and correct copy of the original.

18 **RESPONSE TO REQUEST NO. 21:**

19 Objection, relevance. This Request seeks information which is not relevant to any party's
20 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
21 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
22 litigation.

23 **REQUEST NO. 22:**

24 Admit that Amicus Ventures LLC purchased the real property located at 8744 South Bishop
25 Street, Chicago, Illinois from Nationstar Mortgage LLC (DBA Champion Mortgage Company), per
26 the special warranty deed recorded on December 9, 2016.

27 ///

28 ///

1 **RESPONSE TO REQUEST NO. 22:**

2 Objection, relevance. This Request seeks information which is not relevant to any party's
3 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
4 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
5 litigation.

6 **REQUEST NO. 23:**

7 Admit that the deed attached hereto as Exhibit "10" is a true and correct copy of the original.

8 **RESPONSE TO REQUEST NO. 23:**

9 Objection, relevance. This Request seeks information which is not relevant to any party's
10 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
11 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
12 litigation.

13 **REQUEST NO. 24:**

14 Admit that Amicus Ventures LLC sold the real property located at 8744 South Bishop Street,
15 Chicago, Illinois to LKJ Investments Inc, per the quit claim deed recorded on October 12, 2018.

16 **RESPONSE TO REQUEST NO. 24:**

17 Objection, relevance. This Request seeks information which is not relevant to any party's
18 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
19 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
20 litigation.

21 **REQUEST NO. 25:**

22 Admit that the deed attached hereto as Exhibit "11" is a true and correct copy of the original.

23 **RESPONSE TO REQUEST NO. 25:**

24 Objection, relevance. This Request seeks information which is not relevant to any party's

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1 claims or defenses, nor is it proportional to the needs of the case, because information concerning an
2 entity and property in which Kvam had no interest or involvement whatsoever has no bearing on this
3 litigation.

4 DATED this 21 day of October, 2019.

5 GUNDERSON LAW FIRM

6
7
8 By: 

Austin K. Sweet, Esq.

Nevada State Bar No. 11725

Mark H. Gunderson, Esq.

Nevada State Bar No. 2134

3895 Warren Way

Reno, Nevada 89509

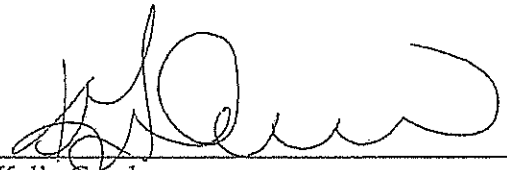
Telephone; 775.829.1222

*Attorneys for Brian Mineau and Legion
Investments*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the law office of Gunderson Law
3 Firm, and that on the 21 day of October, 2019, I deposited for mailing in Reno, Nevada a true and
4 correct copy of the **BRIAN MINEAU'S RESPONSES TO PLAINTIFF JAY KVAM'S FIRST**
5 **SET OF REQUESTS FOR ADMISSION**, to the following:

6
7 Michael Matuska, Esq.
8 Matuska Law Offices, Ltd.
9 2310 South Carson Street, Suite 6
10 Carson City, Nevada 89701
11 *Attorneys for Jay Kvam*

12 
13 Kelly Gunderson

FILED
Electronically
CV18-00764
2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 21
RESPONSES TO PLAINTIFF'S FOURTH SET OF
REQUESTS FOR PRODUCTION OF DOCUMENTS
(Plaintiff's Second Motion to Compel)

Exhibit 21
RESPONSES TO PLAINTIFF'S FOURTH SET OF
REQUESTS FOR PRODUCTION OF DOCUMENTS
(Plaintiff's Second Motion to Compel)

1 **DISC**

2 GUNDERSON LAW FIRM

3 Austin K. Sweet, Esq.

4 Nevada State Bar No. 11725

5 Mark H. Gunderson, Esq.

6 Nevada State Bar No. 2134

7 3895 Warren Way

8 Reno, Nevada 89509

9 Telephone: 775.829.1222

10 *Attorneys for Brian Mineau and Legion Investments*

11
12 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
13 **IN AND FOR THE COUNTY OF WASHOE**

14 JAY KVAM,

Case No. CV18-00764

15 Plaintiff / Counterdefendant,

Dept. No. 6

16 vs.

17 BRIAN MINEAU; LEGION INVESTMENTS,
18 LLC; 7747 S. May Street, an Unincorporated
19 Joint Venture; and DOES I-X, inclusive,

20 Defendants / Counterclaimants.

21
22 **BRIAN MINEAU AND LEGION INVESTMENTS' RESPONSES TO PLAINTIFF**
23 **JAY KVAM'S FOURTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

24 **PROPOUNDING PARTY:** Jay Kvam

25 **RESPONDING PARTY:** Brian Mineau and Legion Investments, LLC

26 Defendants / Counterclaimants BRIAN MINEAU ("Mineau") and LEGION
27 INVESTMENTS, LLC ("Legion"), by and through their counsel of record, Austin K. Sweet, Esq.,
28 and Mark H. Gunderson, Esq., and pursuant to Rule 34 of the Nevada Rules of Civil Procedure,
respond to Plaintiff / Counterdefendant JAY KVAM ("Kvam")'s Fourth Request for Production to
Mineau and Legion ("Requests") as follows:

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1 **GENERAL OBJECTION**

2 Mineau and Legion generally object to Kvam's Fourth Set of Requests for Production of
3 Documents as mislabeled. Mineau and Legion's records indicate that they have only received and
4 responded to two sets of requests for production of documents, comprising of thirty-four requests.
5 Kvam's Fourth Set of Requests for Production of Documents begins with "Request No. 39,"
6 apparently skipping Request No. 35 – Request No. 38. Without waiving this objection, Mineau and
7 Legion respond to Kvam's Fourth Set of Requests for Production of Documents as follows:

8 **RESPONSES TO REQUESTS FOR PRODUCTION**

9 **REQUEST NO. 39:**

10 Provide the purchase and sale agreements, escrow closing statements, and deed for Imperium
11 5, LLC's purchase of the real property located at 6049-6051 South Princeton Avenue, Chicago,
12 Illinois.

13 **RESPONSE TO REQUEST NO. 39:**

14 Objection, relevance. This Request seeks information which is not relevant to any party's
15 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
16 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

17 **REQUEST NO. 40:**

18 Provide the purchase and sale agreements, escrow closing statements, and deed for Imperium
19 5, LLC's sale of the real property located at 6049-6051 South Princeton Avenue, Chicago, Illinois.

20 **RESPONSE TO REQUEST NO. 40:**

21 Objection, relevance. This Request seeks information which is not relevant to any party's
22 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
23 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

24 **REQUEST NO. 41:**

25 Provide all contracts and invoices for construction work performed on the real property
26 located at 6049-6051 South Princeton Avenue, Chicago, Illinois, including but not limited to, any
27 contracts with TNT Complete Facility Care, Inc.

28 ///

1 **RESPONSE TO REQUEST NO. 41:**

2 Objection, relevance. This Request seeks information which is not relevant to any party's
3 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
4 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

5 **REQUEST NO. 42:**

6 Provide the purchase and sale agreements, escrow closing statements, and deed for Legion
7 Investments, LLC's purchase of the real property located at 8040 South Normal Avenue, Chicago,
8 Illinois.

9 **RESPONSE TO REQUEST NO. 42:**

10 Objection, relevance. This Request seeks information which is not relevant to any party's
11 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
12 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

13 **REQUEST NO. 43:**

14 Provide the purchase and sale agreements, escrow closing statements, and deed for Legion
15 Investments, LLC's transfer of the real property located at 8040 South Normal Avenue, Chicago,
16 Illinois, to Imperium 5, LLC.

17 **RESPONSE TO REQUEST NO. 43:**

18 Objection, relevance. This Request seeks information which is not relevant to any party's
19 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
20 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

21 **REQUEST NO. 44:**

22 Provide the purchase and sale agreements, escrow closing statements, and deed for Imperium
23 5, LLC's sale of the real property located at 8040 South Normal Avenue, Chicago, Illinois.

24 **RESPONSE TO REQUEST NO. 44:**

25 Objection, relevance. This Request seeks information which is not relevant to any party's
26 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
27 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

28 ///

1 **REQUEST NO. 45:**

2 Provide all contracts and invoices for construction work performed on the real property
3 located at 8040 South Normal Avenue, Chicago, Illinois, including but not limited to, any contracts
4 with TNT Complete Facility Care, Inc.

5 **RESPONSE TO REQUEST NO. 45:**

6 Objection, relevance. This Request seeks information which is not relevant to any party's
7 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
8 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

9 **REQUEST NO. 46:**

10 Provide the purchase and sale agreements, escrow closing statements, and deed for Amicus
11 Ventures LLC's purchase of the real property located at 8754 South Michigan Avenue, Chicago,
12 Illinois.

13 **RESPONSE TO REQUEST NO. 46:**

14 Objection, relevance. This Request seeks information which is not relevant to any party's
15 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
16 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

17 **REQUEST NO. 47:**

18 Provide the purchase and sale agreements, escrow closing statements, and deed for Amicus
19 Ventures LLC's sale of the real property located at 8754 South Michigan Avenue, Chicago, Illinois.

20 **RESPONSE TO REQUEST NO. 47:**

21 Objection, relevance. This Request seeks information which is not relevant to any party's
22 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
23 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

24 **REQUEST NO. 48:**

25 Provide all contracts and invoices for construction work performed on the real property
26 located at 8754 South Michigan Avenue, Chicago, Illinois, including but not limited to, any contracts
27 with TNT Complete Facility Care, Inc.

28 ///

1 **RESPONSE TO REQUEST NO. 48:**

2 Objection, relevance. This Request seeks information which is not relevant to any party's
3 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
4 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

5 **REQUEST NO. 49:**

6 Provide the purchase and sale agreements, escrow closing statements, and deed for Imperium
7 5, LLC's purchase of the real property located at 9919 South Forest Avenue, Chicago, Illinois.

8 **RESPONSE TO REQUEST NO. 49:**

9 Objection, relevance. This Request seeks information which is not relevant to any party's
10 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
11 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

12 **REQUEST NO. 50:**

13 Provide the purchase and sale agreements, escrow closing statements, and deed for Imperium
14 5, LLC's sale of the real property located at 9919 South Forest Avenue, Chicago, Illinois.

15 **RESPONSE TO REQUEST NO. 50:**

16 Objection, relevance. This Request seeks information which is not relevant to any party's
17 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
18 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

19 **REQUEST NO. 51:**

20 Provide all contracts and invoices for construction work performed on the real property
21 located at 9919 South Forest Avenue, Chicago, Illinois, including but not limited to, any contracts
22 with TNT Complete Facility Care, Inc.

23 **RESPONSE TO REQUEST NO. 51:**

24 Objection, relevance. This Request seeks information which is not relevant to any party's
25 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
26 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

27 ///

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1 **REQUEST NO. 52:**

2 Provide the purchase and sale agreements, escrow closing statements, and deed for Amicus
3 Ventures LLC's purchase of the real property located at 8744 South Bishop Street, Chicago, Illinois.

4 **RESPONSE TO REQUEST NO. 52:**

5 Objection, relevance. This Request seeks information which is not relevant to any party's
6 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
7 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

8 **REQUEST NO. 53:**

9 Provide the purchase and sale agreements, escrow closing statements, and deed for Amicus
10 Ventures LLC's sale of the real property located at 8744 South Bishop Street, Chicago, Illinois.

11 **RESPONSE TO REQUEST NO. 53:**

12 Objection, relevance. This Request seeks information which is not relevant to any party's
13 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
14 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

15 **REQUEST NO. 54:**

16 Provide all contracts and invoices for construction work performed on the real property
17 located at 8744 South Bishop Street, Chicago, Illinois, including but not limited to, any contracts with
18 TNT Complete Facility Care, Inc.

19 **RESPONSE TO REQUEST NO. 54:**

20 Objection, relevance. This Request seeks information which is not relevant to any party's
21 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
22 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

23 **REQUEST NO. 55:**

24 Provide the purchase and sale agreements, escrow closing statements, and deed for Wyoming
25 Partners LLC's purchase of the real property located at 1404-1410 Wyoming Street, Dayton, Ohio.

26 **RESPONSE TO REQUEST NO. 55:**

27 Objection, relevance. This Request seeks information which is not relevant to any party's
28 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a

1 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

2 **REQUEST NO. 56:**

3 Provide the purchase and sale agreements, escrow closing statements, and deed for Wyoming
4 Partners LLC's sale of the real property located at 1404-1410 Wyoming Street, Dayton, Ohio.

5 **RESPONSE TO REQUEST NO. 56:**

6 Objection, relevance. This Request seeks information which is not relevant to any party's
7 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
8 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

9 **REQUEST NO. 57:**

10 Provide all contracts and invoices for construction work performed on the real property
11 located at 1404-1410 Wyoming Street, Dayton, Ohio, including but not limited to, any contracts with
12 TNT Complete Facility Care, Inc.

13 **RESPONSE TO REQUEST NO. 57:**

14 Objection, relevance. This Request seeks information which is not relevant to any party's
15 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
16 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

17 **REQUEST NO. 58:**

18 Any and all contracts and agreements between (a) Wyoming Partners LLC and (b) Brian
19 Mineau, Legion Investments, LLC, or any other entity in which Brian Mineau or Legion Investments,
20 LLC have an ownership interest or management authority as an officer, director, officer, member or
21 manager.

22 **RESPONSE TO REQUEST NO. 58:**

23 Objection, relevance. This Request seeks information which is not relevant to any party's
24 claims or defenses, nor is it proportional to the needs of the case, because documents concerning an
25 entity in which Kvam had no interest or involvement whatsoever, and which is not a party to the
26 agreement in dispute in this case, have no bearing on this litigation.

27 ///

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1 **REQUEST NO. 59:**

2 All other contracts and invoices for construction work performed by TNT Complete Facility
3 Care, Inc. on any property owned in whole or in part by Brian Mineau or by any entity in which Brian
4 Mineau or Legion Investments, LLC have an ownership interest.

5 **RESPONSE TO REQUEST NO. 59:**

6 Objection, relevance. This Request seeks information which is not relevant to any party's
7 claims or defenses, nor is it proportional to the needs of the case, because documents concerning a
8 property in which Kvam had no interest or involvement whatsoever have no bearing on this litigation.

9 Without waiving this objection, all contract and invoices for construction work performed by
10 TNT Complete Facility Care, Inc. on the property located at 7747 S. May Street, Chicago, Illinois,
11 have been produced.

12 **REQUEST NO. 60:**

13 All documents regarding Colleen Burke, including, but not limited to,

14 (a) Agreement for construction management or property management services, or any
15 other services;

16 (b) All documents regarding the selection of contractors for the Property and bids;

17 (c) Documents showing the services she performed, when performed, and charges for
18 services;

19 (d) Documents showing when she commenced her services and when she terminated her
20 services;

21 (e) All communications including letters, correspondence, fax, emails and texts and all
22 attachments thereto;

23 (f) Any other documents not provided in response to the preceding interrogatories
24 regarding Colleen Burke;

25 **RESPONSE TO REQUEST NO. 60:**

26 Objection, overly broad and relevance. This Request is overly broad and seeks information
27 which is not relevant to any party's claims or defenses, nor is it proportional to the needs of the case,
28 because documents regarding Colleen Burke which are not limited to the property located at 7747 S.

1 May Street, Chicago, Illinois, which is the only property in which Kvam had any interest or
2 involvement whatsoever, have no bearing on this litigation. This Request is also vague and
3 ambiguous in its reference to "preceding interrogatories regarding Colleen Burke" when no such
4 interrogatories have been propounded.

5 Without waiving these objections, all documents regarding Colleen Burke involving the
6 property located at 7747 S. May Street, Chicago, Illinois, have been produced.

7 DATED this 21 day of October, 2019.

8 GUNDERSON LAW FIRM

9
10
11 By: 

Austin K. Sweet, Esq.

Nevada State Bar No. 11725

Mark H. Gunderson, Esq.

Nevada State Bar No. 2134

3895 Warren Way

Reno, Nevada 89509

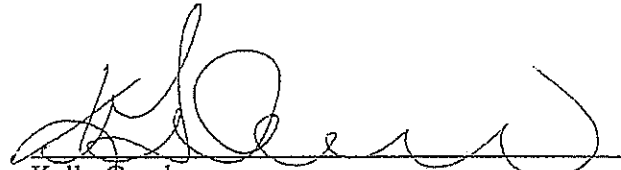
Telephone: 775.829.1222

*Attorneys for Brian Mineau and Legion
Investments*

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4 **CERTIFICATE OF SERVICE**

5 Pursuant to NRCP 5(b), I certify that I am an employee of the law office of Gunderson Law
6 Firm, and that on the 21 day of October, 2019, I deposited for mailing in Reno, Nevada a true and
7 correct copy of the **BRIAN MINEAU AND LEGION INVESTMENTS' RESPONSES TO**
8 **PLAINTIFF JAY KVAM'S FOURTH SET OF REQUESTS FOR PRODUCTION OF**
9 **DOCUMENTS**, to the following:

10
11 Michael Matuska, Esq.
12 Matuska Law Offices, Ltd.
13 2310 South Carson Street, Suite 6
14 Carson City, Nevada 89701
15 *Attorneys for Jay Kvam*

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17 Kelly Gunderson
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CV18-00764
2019-11-26 03:37:26 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7610271 : csulezic

Exhibit 22
ATTORNEY'S FEES LEDGER
(Plaintiff's Second Motion to Compel)

Exhibit 22
ATTORNEY'S FEES LEDGER
(Plaintiff's Second Motion to Compel)

Date	Received From/Paid To	Explanation	Fees
Oct 30/2019	Lawyer: MLM 0.20 Hrs X 285.00	Work on meet and confer letter	57.00
Oct 30/2019	Lawyer: Par1 2.00 Hrs X 185.00	Contract attorney: Review motion for leave to file second amended complaint, opposition and order, requests for admission and request for production of documents; draft meet and confer letter	370.00
Oct 31/2019	Lawyer: Par1 1.50 Hrs X 185.00	Contract attorney: Continue review of documents and prepare meet and confer letter	277.50
Nov 12/2019	Lawyer: Par1 1.00 Hrs X 185.00	Contract attorney: Final draft of meet and confer letter	185.00
Nov 21/2019	Lawyer: MLM 0.60 Hrs X 285.00	Review discovery issues; telephone call with A.Sweet	171.00
Nov 22/2019	Lawyer: MLM 0.50 Hrs X 285.00	[REDACTED]; outline second motion to compel	142.50
Nov 22/2019	Lawyer: Par1 2.50 Hrs X 185.00	Contract attorney: legal research regarding second motion to compel and draft second motion to compel	462.50
Nov 22/2019	Lawyer: Par1 4.50 Hrs X 185.00	Contract attorney: Draft/revise second motion to compel	832.50
Nov 25/2019	Lawyer: MLM 1.90 Hrs X 285.00	Work on motion to compel	541.50
Nov 26/2019	Lawyer: MLM 3.50 Hrs X 285.00	Compile exhibits; final draft of second motion to compel	997.50
			4037.00

1 **CODE: 1520**

2 Michael L. Matuska, Esq. SBN 5711
3 MATUSKA LAW OFFICES, LTD.
4 2310 South Carson Street, Suite 6
5 Carson City, NV 89701
6 mlm@matuskalawoffices.com

7 Attorneys for Plaintiff

8 **THE SECOND JUDICIAL DISTRICT COURT OF NEVADA**
9 **IN AND FOR THE COUNTY OF WASHOE**

10 JAY KVAM,

11 Plaintiff,

Case No. CV18-00764

12 v.

Dept. No. 6

13 BRIAN MINEAU; LEGION INVESTMENTS,
14 LLC; 7747 S. May Street, an Unincorporated
15 Joint Venture; and DOES I-X, inclusive,

16 Defendants.

17 **DECLARATION OF MICHAEL L. MATUSKA, ESQ.**
18 **IN SUPPORT OF PLAINTIFF'S SECOND MOTION TO COMPEL**

19 I, MICHAEL L. MATUSKA, am the attorney of record for the Plaintiff, JAY KVAM, in
20 the present case, and do hereby declare as follows:

21 1. That on November 13, 2019, I sent a letter to Austin Sweet, Esq., counsel of record
22 for the Defendants Brian Mineau and Legion Investments, LLC (a true and correct copy of the
23 letter is attached to Plaintiff's Second Motion to Compel as Exhibit "1"), and subsequently on
24 November 21, 2019, telephoned counsel for Mineau to meet and confer regarding Mineau's failure
25 to provide substantive responses to Plaintiff's First Set of Requests for Admission, and Fourth Set
26 of Requests for Production of Documents.

27 2. During the call, the attorneys for the parties discussed the requests contained in the
28 First Set of Requests for Admission, and the Fourth Set of Requests for Production of Documents,
and particularly the scope of such Requests in light of the Court's "Order Granting Motion for

1 Leave to File a Second Amended Complaint” entered September 9, 2019.

2 3. Counsel for Mineau reiterated during the call Mineau’s position that Mineau would
3 stand on the decision to object to each and every such Request. His primary reason was his
4 assertion that the requests were not relevant to the pleadings.

5 4. I am an attorney at law licensed to practice in the State of Nevada. I was a partner
6 at the Nevada law firm of Brooke Shaw Zumpft until November 1, 2011, at which time I
7 commenced practice through my current office, Matuska Law Offices, Ltd. At all times during
8 this litigation, I have been counsel of record for Jay Kvam.

9 5. I am licensed to practice in California and Nevada and in the following United
10 States District Courts: District of Nevada, Northern District of California, Central District of
11 California, and Eastern District of California. In addition, I am licensed to practice in the United
12 States Court of Appeals, Ninth Circuit, and the United States Supreme Court.

13 6. Provided herewith as Exhibit “22” to the Motion is a true and correct listing of the
14 entire ledger for amounts billed to Jay Kvam for work related to the present Second Motion to
15 Compel.

16 7. The fees reflected in said Exhibit “22” were actually incurred in that all of the time
17 was actually billed and Mr. Kvam has either paid the fees and/or has been billed for said fees.

18 8. The fees reflected in said Exhibit “22” were necessarily incurred in that all of the
19 time listed was time that was actually billed and reflects work actually performed that, in my
20 professional opinion, was necessary to protect my client’s interests herein.

21 9. The fees reflected in said Exhibit 22” were and are reasonable in that the fees listed
22 are the actual and negotiated rates charged to my client in this matter and are reasonable and
23 customary rates charged in northern Nevada.

24 10. The time records are derived from the fully documented and detailed time records
25 maintained in the regular course of business and practice of Matuska Law Offices.

26 11. The time records may have been redacted to remove attorney notations,
27 memorializations, privileged communications, and work product information. We are unwilling at
28 this time to produce full copies of the unredacted time records in our possession because such

1 information is privileged and could well prove useful to Defendants in the event of a trial or
2 appeal in this matter; however, such records will be provided and made available to this honorable
3 Court upon request for its *in camera* review.

4 12. In some instances, Matuska Law Offices have written down time or granted
5 courtesy write-offs when deemed appropriate by undersigned counsel.

6 13. My billing rate was \$285 per hour during the course of this litigation. That is an
7 average or below average rate for attorneys in this area with similar experience and qualifications.
8 Much of the work was delegated to my research attorney who spent another 11.5 hours and was
9 billed at a lower rate of \$185 per hour.

10 14. The total amounts claimed, \$4,037, are reasonable in all respects for the actual
11 work performed.

12 15. The Exhibits attached to the concurrently filed Motion are true and correct copies
13 of such documents.

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


16 **AFFIRMATION**

17 The undersigned does hereby affirm that the preceding document does not contain the
18 social security number of any person.

19 Executed this 26th day of November, 2019, at Carson City, Nevada.

20
21 Respectfully submitted,

22 MATUSKA LAW OFFICES, LTD.

23 

24 By:

25 MICHAEL L. MATUSKA, SBN 5711
26 Attorneys for Plaintiff, JAY KVAM,
27 individually and derivatively on behalf of the
28 unincorporated joint venture identified as 7747

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1 **CODE 2645**

2 GUNDERSON LAW FIRM

3 Austin K. Sweet, Esq.

4 Nevada State Bar No. 11725

5 Mark H. Gunderson, Esq.

6 Nevada State Bar No. 2134

7 3895 Warren Way

8 Reno, Nevada 89509

9 Telephone: 775.829.1222

10 *Attorneys for Brian Mineau and Legion Investments*

11
12 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
13 **IN AND FOR THE COUNTY OF WASHOE**

14 JAY KVAM,

Case No. CV18-00764

15 Plaintiff / Counterdefendant,

Dept. No. 6

16 vs.

17 BRIAN MINEAU; LEGION INVESTMENTS,
18 LLC; 7747 S. May Street, an Unincorporated
19 Joint Venture; and DOES I-X, inclusive,

20 Defendants / Counterclaimants.
21 _____/

22 **OPPOSITION TO PLAINTIFF'S SECOND MOTION TO COMPEL**

23 Defendants / Counterclaimants BRIAN MINEAU ("Mineau") and LEGION
24 INVESTMENTS, LLC ("Legion"), by and through their counsel of record, Austin K. Sweet, Esq.
25 and Mark H. Gunderson, Esq., submit this Opposition to the *Second Motion to Compel* ("Motion")
26 filed by Plaintiff / Counterdefendant JAY KVAM ("Kvam"). This Opposition is made and based
27 upon NRCP 26, NRCP 34, NRCP 37, and the following points and authorities and attachments.

28 **MEMORANDUM OF POINTS AND AUTHORITIES**

I. INTRODUCTION

This dispute concerns the parties' efforts to acquire the property located at 7747 S. May Street,
Chicago, Illinois ("Property"), renovate it, and sell it for a profit. In furtherance of these efforts, the
parties entered into the very short and, unfortunately, very poorly worded "Terms of Agreement"
signed by Kvam, Mineau, and Michael Spinola ("Terms of Agreement"). Pursuant to the Terms of

1 Agreement, Legion purchased the Property on February 13, 2017 for a total price of \$44,784.31. The
2 funds for the purchase were wired directly from Kvam to the title company.

3 On March 22, 2017, Legion entered into a Contractor Agreement with TNT Complete Facility
4 Care Inc. ("TNT"), pursuant to which TNT agreed to completely renovate the Property for a flat fee
5 of \$80,000.00 with all work to be completed by June 1, 2017. Between March 2017 and May 2017,
6 Kvam wired a total of \$49,000.00 directly to TNT as progress payments under the Contractor
7 Agreement. On May 26, 2017, Legion paid \$20,000.00 to TNT as another progress payment pursuant
8 under the Contractor Agreement.¹ Unfortunately, the project stalled, TNT failed to meet its promised
9 deadline, and Derek Cole, TNT's principal, was arrested for unpaid child support. Kvam
10 subsequently demanded that Legion sell the Property and sued Legion and Mineau to reimburse him
11 for the losses he suffered in the investment.

12 Kvam argues that, despite being paid \$69,000.00 under the Contractor Agreement, TNT
13 performed less than \$40,000.00 worth of work at the Property before Mr. Cole was arrested. Thus,
14 Kvam categorizes at least \$29,000.00 of the funds which he and Legion paid to TNT as "missing."
15 Rather than working with Legion to pursue TNT or Mr. Cole and recover these funds, Kvam has filed
16 suit against Mineau. Kvam has asserted, *without any evidentiary support whatsoever*, that these
17 funds are "missing" because Mineau directed Mr. Cole to use those funds on other projects. This
18 baseless claim is apparently the sum basis for Kvam's conversion and RICO claims.

19 In an effort to prove that Mineau is somehow responsible for the "missing" funds, Kvam
20 subpoenaed TNT's accounting records and retained a forensic accountant to review these records and
21 attempt to trace the disposition of the \$69,000.00 Kvam and Legion paid to TNT under the Contractor
22 Agreement. After an "exhaustive review," the forensic accountant could not determine which of
23 TNT's expenses related to which of TNT's "multiple projects" and was therefore unable to trace the
24 disposition of Kvam's and Legion's money. Motion at Ex. 14.

25 After his expert failed to find any evidence that TNT used any of Kvam's money on any of
26 Mineau's other projects, Kvam issued lengthy and detailed discovery requests concerning Mineau's

27 ¹ As Mineau has repeatedly explained, the wire came from Criterion NV, LLC's bank account
28 because Mineau was out of town when TNT requested payment, so, at Mineau's request, Michael
Spinola facilitated the wire transfer through a bank account held by his company, Criterion NV, LLC.

1 other business dealings in hopes of finding some such evidence in those records. Of course, those
2 records undeniably have nothing to do with Kvam, the Property, the project, or the Contractor
3 Agreement. More importantly, *Kvam has no evidentiary basis whatsoever to support his theory that*
4 *\$29,000.00 is “missing” from TNT’s account because Mineau instructed TNT to use Kvam’s funds*
5 *on different projects; rather, this is simply an unsupported theory upon which Kvam has based his*
6 *Second Amended Complaint.* Nonetheless, Kvam simply asserts that, since this Court allowed him
7 to plead his claims, he enjoys the unfettered right to pore through all of Mineau’s business and
8 financial records to see whether one or more documents might arguably support one of his claims.
9 This is not a proper use of discovery.

10 As a general rule, pretrial discovery is not permitted so that a party can determine whether it
11 has a valid claim. The mere assertion of a claim does not automatically entitle a party to invasive
12 discovery concerning a defendant’s unrelated business activities and financial records. Claims for
13 conversion and RICO can be asserted with ease in many cases, and unfettered review of an opponents’
14 business activities and financial records can result in abuse and harassment. Kvam’s discovery
15 requests amount to nothing more than a fishing expedition. The Motion must be denied.

16 II. STATEMENT OF LAW

17 The scope of discovery in civil matters is set forth at NRCP 26(b)(1): “Parties may obtain
18 discovery regarding any nonprivileged matter that is relevant to any party’s claims or defenses and
19 proportional to the needs of the case.” This scope may be limited by other considerations, including
20 those identified in NRCP 26(b)(2), NRCP 26(c), and limitations imposed through appellate court
21 decisions.

22 Nevada public policy suggests that financial status not be had for the mere asking. See Hetter
23 v. Dist. Court, 110 Nev. 513, 520, 874 P.2d 762, 766 (1994); accord Cain v. Price, 134 Nev. Adv.
24 Op. 26, at 7, 415 P.3d 25, 30 (2018). Indeed, federal appellate courts have recognized a constitutional
25 right of privacy encompassing personal financial information. See Manqum v. Action Collection
26 Serv., Inc., 575 F.3d 935, 942 (9th Cir. 2009); Denius v. Dunlap, 209 F.3d 944, 957-58 (7th Cir.
27 2000); In re McVane, 44 F.3d 1127, 1138-39 (2d Cir. 1995); cf. Cain, 134 Nev. Adv. Op. 26 at 7,
28 415 P.3d at 30 (noting the privacy concerns and potential for abuse and harassment that are implicated

1 with a request for an opposing party's financial information). Requests for financial information and
2 documents are closely scrutinized to ensure that they encompass only relevant information. See e.g.
3 copper Sands Home Owners Ass'n Inc. v. Copper Sands Realty, LLC, No. 2:10-cv-00510-GMN-
4 LRL, 2011 WL 112146, at *3 (D. Nev. Jan. 13, 2011) (despite pending alter ego claim, plaintiffs
5 could not serve subpoena in effort to obtain "[a]ny and all banking records" of defendants "regardless
6 of its probably connection to this lawsuit or to transactions that tend to show a connection among the
7 defendants").

8 As Discovery Commissioner Ayres already explained in this proceeding, claims of
9 wrongdoing "can be asserted with ease in many cases, and unfettered review of an opponent's
10 financial information can result in abuse and harassment." See April 9, 2019 *Recommendation for*
11 *Order* at p. 10 n. 5. Although Discovery Commissioner Ayres was addressing Kvam's alter ego claim
12 in that *Recommendation for Order*, the same logic applies to Kvam's conversion and RICO claims.
13 "While certain financial information can be relevant to [a] claim, the Court is not persuaded that the
14 mere assertion of such a claim entitles a party to invasive discovery of an opponent's personal
15 financial information." Id. "Without sufficient evidentiary support, an order permitting discovery
16 effectively would allow a party to allege [a claim] and then conduct discovery to determine whether
17 any evidence exists to support the claim." Id.

18 "*As a general rule, pretrial discovery is not permitted so that a party can determine whether*
19 *it has a valid claim.*" April 9, 2019 *Recommendation for Order* at p. 10 n. 5 (bold and italics added,
20 underlined emphasis in original) (citing Cenveo, Inc. v. Rao, 659 F.Supp.2d 312, 317 n. 4 (D. Conn.
21 2009) and Avnet, Inc. v. American Motorists Ins. Co., 115 F.R.D. 588, 592 (S.D.N.Y. 1987)).

22 **III. ARGUMENT**

23 Kvam seeks an order compelling Mineau to respond to twenty-five (25) requests for
24 admission and compelling Legion and Mineau to respond to twenty-one (21) requests for production
25 of documents (collectively, the "Requests"). The Requests seek information regarding other business
26 ventures in which Kvam believes Mineau was involved, including entities called Imperium 5, LLC,
27 Amicus Ventures LLC, and Wyoming Partners LLC. See Motion at Exs. 18 and 19. The Requests
28 also seek information regarding other real estate projects in which Kvam believes Mineau was

1 involved, including purchase and sale agreements, escrow closing statements, transfer deeds, and
2 construction contracts and invoices. Id.

3 ***A. Kvam Is Not Entitled To Sweeping, Invasive Discovery To Determine Whether He***
4 ***Has A Valid Claim.***

5 The records requested by Kvam include private financial information concerning Imperium
6 5, LLC, Amicus Ventures LLC, Wyoming Partners LLC, and Legion, such as the purchase price and
7 terms for various properties, construction contracts and invoices related to those properties, and the
8 sales price and terms for those properties. It is undisputed that Kvam had no involvement in these
9 entities or projects and that these entities and projects have no relation to the Property or Kvam in
10 any way whatsoever. Indeed, the Requests do not seek any information whatsoever concerning the
11 Property, the project, or the Construction Agreement. Id.

12 The Requests are a classic example of a plaintiff propounding sweeping discovery requests in
13 blind effort to determine whether he has a valid claim. Kvam even concedes this in his Motion:
14 “Having now asserted in his pleading that project funds were diverted by Defendants, Mr. Kvam is
15 entitled to pursue relevant discovery to test those claims.” Motion p. 11. In other words, Kvam
16 believes that simply because he has *alleged* that Legion and Mineau acted improperly, he is now
17 entitled to pore through Legion’s and Mineau’s unrelated business and financial records to see
18 whether one or more documents might arguably support one of Kvam’s claims. Fortunately, Nevada
19 law does not permit such invasive, abusive, or harassing discovery tactics. As Discovery
20 Commissioner Ayres has already explained to Kvam, the mere assertion of a claim does not
21 automatically entitle a party to invasive discovery of an opponent’s business and financial
22 information.

23 Kvam has not offered any explanation or evidence to support his contention that Legion’s or
24 Mineau’s unrelated business and financial records contain any information which is relevant to his
25 claims. The Motion must be denied.

26 ***B. The Requests Exceed The Scope Of Kvam’s Claims.***

27 Kvam has admitted that he was unable to trace any of the expenses out of TNT’s accounts to
28 any of Mineau’s other projects. Motion at Ex. 14. Undeterred by the lack of evidence to support his

1 claim, Kvam is now blindly requesting all of Legion's and Mineau's other business and financial
2 records in a last-ditch hope of finding some incriminating document. However, even if this Court is
3 persuaded that Kvam is entitled to "test" his conversion and RICO claims by poring through Legion's
4 and Mineau's unrelated business and financial records, the Requests are not sufficiently tailored to
5 any specific, potentially relevant information.

6 As explained in his Motion, Kvam's theory is that Mineau had simultaneous construction
7 projects which proceeded at the same time as Kvam's project, that Mineau hired TNT for each of
8 those projects, that TNT placed all of the project funds into the same operating account, and that tens
9 of thousands of dollars paid by Kvam and Legion to TNT for use at the Property were apparently not
10 applied to the renovation. Motion p. 10. Kvam therefore argues that he is entitled to "trace missing
11 project funds to Defendant's other simultaneous projects" in order to determine whether TNT used
12 Kvam's funds on those projects. Id. This argument does not support the Motion, however, because
13 the Requests do not actually seek to trace funds from TNT's account in any way whatsoever.

14 Requests for Production Nos. 39, 40, 42, 43, 44, 46, 47, 49, 50, 52, 53, 55, and 56 seek
15 purchase and sale agreements, escrow closing statements, and transfer deeds concerning several
16 different properties. Motion at Ex. 19. Requests for Admission Nos. 1 – 25 seek admissions from
17 Mineau concerning Imperium 5, LLC, Amicus Ventures LLC, and Wyoming Partners LLC, and
18 various real estate transactions in which they participated. Motion at Ex. 18. This information has
19 nothing to do with tracing funds out of TNT's accounts or otherwise "testing" Kvam's claim that
20 Mineau directed TNT to use Kvam's funds on different projects. The Motion must be denied with
21 respect to these Requests.

22 Requests for Production Nos. 41, 45, 48, 51, 54, and 57 seek contracts and invoices for
23 construction work performed at several different properties, "including but not limited to any
24 contracts with [TNT]." Motion at Ex. 19. Kvam's requests are facially overbroad because they
25 expressly seek contracts and invoices involving contractors other than TNT, which cannot possibly
26 be relevant to Kvam's efforts to trace the disposition of funds from TNT's accounts. Regardless,
27 even contracts and invoices directly pertaining to TNT would only show the terms of the parties'
28 agreement and the amounts billed by TNT for work on other projects: this information would still not

1 allow Kvam to trace funds from TNT's accounts or otherwise "test" Kvam's claim that Mineau
2 directed TNT to use Kvam's funds on different projects. The Motion must be denied with respect to
3 these Requests as well.

4 Finally, Requests for Production Nos. 58 and 59 are catch-all requests, seeking any and all
5 contracts and agreements between Wyoming Partners LLC and Mineau or Legion, and all other
6 contracts and invoices for work performed by TNT on any property in which Mineau was involved.
7 Motion at Ex. 19. Again, this information has nothing to do with tracing funds from TNT's accounts
8 or otherwise "testing" Kvam's claim that Mineau directed TNT to use Kvam's funds on different
9 projects. Kvam does not articulate in his Motion how these documents might contain any information
10 relevant to his claims. The Motion must be denied with respect to these Requests as well.

11 For these reasons, the Motion must be denied because the information sought in each of the
12 Requests is simply not relevant to Kvam's conversion or RICO claims.

13 ***C. The Requests For Admission Are Disproportional To The Needs Of The Case.***

14 Kvam further argues that his Requests for Admission should be allowed because the burden
15 on Mineau in responding is minimal "in light of the fact that the Requests for Admission call for a
16 yes or no answer." Motion p.10. Of course, the proportionality test considers not just whether the
17 burden outweighs the likely benefit, but also "the importance of the issues at stake in the action, the
18 amount in controversy, the parties' relative access to relevant information, the parties' resources, and
19 the importance of the discovery in resolving the issues...." NRCP 26(b)(1). In this case, Kvam's
20 Requests for Admission are not proportional to the needs of the case.

21 As explained above, the information sought in the Requests for Admission is completely
22 irrelevant to this dispute. Kvam seeks admissions from Mineau concerning Imperium 5, LLC,
23 Amicus Ventures LLC, and Wyoming Partners LLC, and various real estate transactions in which
24 they participated, which has nothing to do with tracing funds out of TNT's accounts or otherwise
25 "testing" Kvam's claim that Mineau directed TNT to use Kvam's funds on different projects. The
26 information sought is therefore of little to no importance in solving the issues before the Court.

27 Furthermore, the Requests for Admission primarily seek to have Mineau verify the contents
28 and authenticity of publicly recorded documents, to which the parties have entirely equal access and

1 which would already be presumed authentic if Kvam had simply ordered certified copies. NRS
2 52.125. Allowing this discovery is therefore not likely to have any material impact on the litigation.

3 By contrast, an order permitting Kvam to engage in this discovery, which has no identifiable
4 bearing on the issues in this case, would effectively allow a party to propound abusive and harassing
5 request for admission in an case under the guise that the burden is nominal in providing a “yes or no”
6 answer. Indeed, although the response itself might be a “yes or no,” Kvam asks Mineau to review
7 and authenticate dozens of pages of publicly recorded documents. Authenticating such documents
8 takes time, resources, and research, all of which could be avoided if Kvam simply ordered certified
9 copies of these records.

10 The fact that a request for admission requires only a “yes or no” answer does not eviscerate
11 the proportionality requirement under NRCP 26(b)(1). Kvam’s Requests for Admission are not
12 proportional to the needs of the case. The Motion should be denied.

13 **IV. SANCTIONS**

14 If a motion to compel under Rule 37 is denied, the court must, after giving an opportunity to
15 be heard, require the movant, the attorney filing the motion, or both to pay the party who opposed the
16 motion its reasonable expenses incurred in opposing the motion, including attorney fees. NRCP
17 37(a)(5)(B).

18 For the reasons explained above, the Motion should be denied. Legion and Mineau should
19 therefore be awarded their attorneys’ fees and costs in opposing the Motion. Accordingly, Legion
20 and Mineau should be awarded their attorneys’ fees and costs in an amount to be determined after
21 Kvam has had the opportunity to be heard. NRCP 37(a)(5)(B).

22 **V. CONCLUSION**

23 Kvam seeks irrelevant business and financial records concerning Legion’s and Mineau’s
24 unrelated business activities. Kvam readily admits that he has no evidentiary basis for his accusation
25 that Mineau instructed TNT to use Kvam’s funds on different projects, nor does he have any basis to
26 believe that any of the documents requested will contain any information relevant to his claims.
27 Nonetheless, Kvam argues that the mere fact that this Court allowed him to *assert* his conversion and
28 RICO claims automatically entitles him to invasive discovery concerning a Legion’s and Mineau’s

1 unrelated business activities and financial records. Kvam's arguments are contrary to the general rule
2 in Nevada that pretrial discovery is not permitted so that a party can determine whether it has a valid
3 claim.

4 For these reasons, the Motion should be denied.

5 **AFFIRMATION**

6 The undersigned does hereby affirm that the preceding document, **OPPOSITION TO**
7 **PLAINTIFF'S SECOND MOTION TO COMPEL**, filed in the Second Judicial District Court of
8 the State of Nevada, County of Washoe, does not contain the social security number of any person.

9 DATED this 6th day of December, 2019.

10 GUNDERSON LAW FIRM

11
12
13 By: /s/ Austin K. Sweet
14 Austin K. Sweet, Esq.
15 Nevada State Bar No. 11725
16 Mark H. Gunderson, Esq.
17 Nevada State Bar No. 2134
18 3895 Warren Way
19 Reno, Nevada 89509
20 Telephone: 775.829.1222
21 *Attorneys for Brian Mineau and Legion*
22 *Investments*
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Michael Matuska, Esq.
Matuska Law Offices, Ltd.
2310 South Carson Street, Suite 6
Carson City, Nevada 89701
Attorneys for Jay Kvam

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1 **CODE: 3790**

2 Michael L. Matuska, Esq. SBN 5711
3 MATUSKA LAW OFFICES, LTD.
2310 South Carson Street, Suite 6
Carson City, NV 89701

4 Attorneys for Plaintiff

5
6 **THE SECOND JUDICIAL DISTRICT COURT OF NEVADA**
7 **IN AND FOR THE COUNTY OF WASHOE**
8

9 JAY KVAM,

Plaintiff,

Case No. CV18-00764

10 v.

Dept. No. 3

11 BRIAN MINEAU; LEGION INVESTMENTS,
12 LLC; 7747 S. May Street, an Unincorporated
Joint Venture; and DOES I-X, inclusive,

13 Defendants.

14
15 **PLAINTIFF'S REPLY TO OPPOSITION TO PLAINTIFF'S**
16 **SECOND MOTION TO COMPEL**

17 COMES NOW Plaintiff, JAY KVAM, by and through his counsel of record, Matuska Law
18 Offices, Ltd., Michael L. Matuska, Esq. pursuant to NRCP 26, NRCP 34, and NRCP 37, and
19 hereby replies to Defendants Brian Mineau's and Legion Investments, LLC's (collectively
20 "Mineau") Opposition to Plaintiff's Second Motion to Compel, as follows.¹

21 **I. INTRODUCTION**

22 Mineau's Opposition is based entirely on assertions that are not supported in the record
23 and do not accurately reflect Kvam's Second Amended Complaint, Second Motion to Compel, or
24 the written discovery requests at issue. Ultimately, Mineau does not deny that project funds for
25 7747 S. May Street (the "Project") were commingled with funds for other projects, despite his
26 representation that they would be held in a separate account (**Ex. "15"**), or that project funds were
27

28 ¹ The Requests for Admissions were issued to Brian Mineau. The Request for Production of Documents was issued to
Brian Mineau and Legion Investments, LLC.

1 diverted away from the Project to Mineau's other projects. Rather, Mineau argues only that Kvam
2 has not proven which of the other projects received the diverted funds, and that his attempts to
3 conduct discovery into these other projects violates *Cain v. Price*, 134 Nev. Adv. Op. 26 (Nev.
4 April 12, 2018), and *Hetter v. Eighth Judicial District Court*, 110 Nev. 513 (1994), which set
5 restrictions on the discovery of personal financial information. Kvam has sufficient proof of
6 diversion of funds to submit that matter to the jury, regardless of whether he has traced the
7 missing funds to specific projects.

8 In fact, none of the requested discovery concerns personal financial information. Rather,
9 the requests for admissions ask Mineau to admit his status as the member/manager of the other
10 limited liability companies that owned the other projects at issue that were under construction with
11 TNT (8744 S. Bishop, 8754 S. Michigan, 9919 S. Forest and 1404-1408 Wyoming, 6049-6051
12 South Princeton, 8040 S. Normal), admit the purchase and sale dates, and admit to the authenticity
13 of the deeds. Mineau's only objection was based on relevancy, not his newly crafted theory that
14 the requests for admission call for financial information.

15 Similarly, the requests for production call for purchase and sale agreements, the contracts
16 with TNT, and invoices for work performed. By comparing this information to the bank records
17 that have already been discovered, Kvam will be able to determine whether Mineau paid for these
18 other projects, or used Kvam's funds. Moreover, this information is relevant to all claims at issue
19 in this case, because it will determine whether TNT supplied Mineau with records on these other
20 projects (when records are noticeably lacking for 7747 S. May Street) and will confirm that
21 Mineau was able to complete and profitably sell these other projects, when by all accounts, he and
22 TNT abandoned the 7747 S. May Street project.

23 In his Opposition, Mineau makes various unsupported, disparaging statements about one of
24 TNT's principals (Derek Cole) and then states (also without evidentiary support) that "Rather than
25 working with Legion to pursue TNT or Mr. Cole and recover these funds, Kvam has filed suit
26 against Mineau." Not only is this an admission of missing funds on the Project, but the statement
27 is ridiculous on its face. Kvam did not hold title and was not a party to the Contractor Agreement.
28 (Ex. "9"). Rather, Brian Mineau was the signatory to all deeds, escrow papers and contracts at

1 issue.

2 The above recited discovery would also prove that TNT successfully completed Mineau's
3 other projects, thereby undermining any suggestion that Brian Mineau wanted to take action
4 against TNT.

5 Mineau's only objection to the request for the production of documents was relevancy. He
6 did not object that the requests posed an undue burden or called for protected financial
7 information, which is the objection he now asserts in his Opposition. Ultimately, the purchase and
8 sale agreements, construction contracts and invoices called for are not personal financial
9 information.

10 **II.**

11 **MINEAU'S MISSTATEMENTS AND LACK OF SUPPORT IN THE RECORD**

12 Mineau's various statements lack support in the record. He and his counsel should be held
13 responsible.

14 1. *"Kvam has asserted, without any evidentiary support whatsoever, that these funds are*
15 *"missing" because Mineau directed Mr. Cole to use those funds on other projects."* (Opposition
16 at 16-17). Mineau makes an almost identical statement at p. 3, ls. 3-6 of his Opposition, and
17 again, places the statement in bold for emphasis. Mineau no longer disputes that funds are
18 missing; however, in this passage, he seems to dispute only that he directed Mr. Cole to use the
19 money on other projects. The question of whether Mineau explicitly directed such has no bearing
20 on the requested discovery, and he failed to identify where in the pleadings Kvam alleged that
21 Mineau directed Mr. Cole to use those funds on other projects. These statements are therefore a
22 misrepresentation of the allegations in the Second Amended Complaint. Mineau and his attorney
23 must not be allowed to claim that Kvam does not have evidence to support allegations that were
24 invented by Mineau and never made by Kvam.

25 2. *"Rather than working with Legion to pursue TNT or Mr. Cole and recover these*
26 *funds, Kvam has filed suit against Mineau."* (Opposition at 2:15-16). This statement is also
27 irrelevant to the requested discovery, except to the extent that Mineau acknowledges, again, that
28 funds designated for 7747 S. May Street were not used for the project. He fails to explain why

1 Kvam would have a duty to pursue TNT, or standing to do so, in light of the fact that Kvam is not
2 a party to the Contractor Agreements. Moreover, this statement is also misleading because it
3 suggests that Mineau asked for some type of cooperation, when there is no evidence to support
4 such an inference.

5 3. *"Kvam has admitted that he was unable to trace any of the expenses out of TNT's*
6 *accounts to any of Mineau's other projects. Motion at Ex. 14)." (Opposition at 5:27-28) This is a*
7 *reference to the expert witness report of Benjamin Charles Steele, CPA, that was provided with*
8 *Kvam's Second Motion to Compel. Unfortunately, Mineau did not identify where Mr. Steele*
9 *admitted such, and this statement is a misrepresentation of Mr. Steele's report. Mr. Steele*
10 *reported that "I am unable to confirm how much of Kvam's funding was used on the 7747 S. May*
11 *Street project, and whether the funding from Mineau/Criterion NV LLC was used on the project."*
12 *(Ex. "14" at p. 3). Mr. Steele also explains that, based on the Contractor Agreement Mineau*
13 *signed and the amount allegedly paid of \$69,999, the Project should have been \$3,000 away from*
14 *punch list completion. Mineau does not dispute that the Project was stripped down to the studs*
15 *and nowhere near punch list completion.*

16 III.

17 ANALYSIS

18 A. Mineau and Legion Ignore or Misstate the Evidence of their Conversion of 19 Project Funds, and other Predicate Facts Supporting the Claims of the Second Amended 20 Complaint.

21 Kvam already has assembled evidence pointing to intentional misrepresentations made by
22 Legion and Mineau in order to obtain over \$93,000 from Kvam, the majority of which funds were
23 placed into a single account that commingled Project funds with funds used to develop other,
24 simultaneous, projects between TNT and Defendants.

25 Prior to any construction, Mineau promised Kvam that his funds would be placed by TNT
26 into a separate account dedicated to the 7747 May Street Project. (See Plaintiff's Second Motion
27 to Compel, Ex. "15"). However, all renovation funds were placed into a commingled account.
28 (See Plaintiff's Reply to Opposition to Motion for Leave to File Amended Complaint and bank

1 records provided as Ex. "16" to Kvam's Second Motion to Compel.). Mineau was supposed to
2 approve the percentage of work completed, based upon progress invoices from TNT. (See
3 Plaintiff's Second Motion to Compel, Ex. "9"). However, Mineau performed no progress
4 inspections, issued no written progress approvals, and received no written invoices. (See
5 Plaintiff's Second Motion to Compel, Exs. "10" and "11"). Mineau kept no accounting records
6 for the Project. The commingled TNT account apparently was used to fund the development of
7 other projects between Defendants and TNT. Despite Kvam's payments, the project did not
8 proceed further than the demolition stage. (See Plaintiff's Second Motion to Compel, Ex. "12").

9 After causing the Project renovation funds to be deposited into a commingled account,
10 despite their promise to Kvam that the funds would be kept separate, Defendants now deny any
11 discovery into how the commingled funds in that account were used to the benefit of Defendants
12 on other projects with TNT. Defendants made their other projects with TNT relevant to the claims
13 in this case by commingling Kvam's funds, failing to track the progress and status of the Project,
14 and now trying to blame the problem on TNT

15 Defendants now claim in their Opposition (without supporting evidence) that one of TNT's
16 principals was arrested for his failure to pay child support. This alleged criminal activity by a
17 person in control of the commingled funds only supports Kvam's need for discovery of the full
18 business relationship between Defendants and TNT. Kvam is entitled to discovery of the other
19 entities controlled by Defendants that developed projects with TNT, the terms of the contracts
20 between those entities and TNT, and the supervision and project accounting that were used on
21 those projects.

22 **B. The Discovery Sought by Kvam is Directly Relevant to Facts Supporting his**
23 **Claims based on Conversion and Nevada's RICO Act.**

24 Contrary to Defendants' repeated statement that Kvam seeks discovery in order to see
25 whether he has a valid claim, this Court already has decided that Kvam's added claims are valid,
26 and may be pursued through discovery. The Court expressly stated that Kvam may test these new
27 claims, through discovery, in its Order granting leave for Kvam to file his Second Amended
28 Complaint.

1 Kvam's RICO claim requires a showing of "predicate acts," which the RICO Act defines
2 to include fraud, misappropriation, conversion, and obtaining money by false pretenses. Several of
3 these predicate acts are strongly supported by the evidence adduced so far. Further discovery is
4 needed to determine how Defendants may have benefitted, on their other projects with TNT, from
5 their role in commingling Project funds and preventing any Project accounting.

6 **C. The Requested Discovery does not Encompass any Personal Financial**
7 **Information that Would Require a Factual Predicate under the *Hetter* and *Cain* Cases.**

8 Defendants claim the records sought by Kvam "include" private financial information.
9 (See Opposition, p. 5). However, none of the disputed discovery requests seek tax returns or profit
10 and loss statements. The cases *Cain v. Price*, 134 Nev. Adv. Op. 26 (Nev. April 12, 2018), and
11 *Hetter v. Eighth Judicial District Court*, 110 Nev. 513 (1994), considered only tax returns and
12 profit and loss statements, and concluded that discovery of such "personal financial information"
13 would require "some factual basis" for the requested discovery.

14 First, the written discovery requests in dispute include a set of requests for admissions. It is
15 difficult to see how any discovery in the form of a request for admission could expose the type of
16 "personal financial information" that was at issue in *Hetter* and *Cain*. Several of the requests for
17 admission merely requested that Defendants concede the authenticity of attached documents.
18 Defendants denied even those requests, arguing in one breath in their Opposition that the
19 discovery violates their privacy, and simultaneously, already is of public record.

20 Second, Kvam's document requests expressly seek documents to establish the other
21 entities controlled by Defendants that developed projects with TNT, the terms of the contracts
22 between those entities and TNT, and the supervision and project accounting that were used on
23 those projects. Kvam seeks documents such as contracts with TNT, project invoices, other
24 construction related documentation, documents regarding Colleen Burke, and documents
25 establishing Defendants' control of such entities doing business with TNT and being paid from
26 TNT commingled project account. These documents are relevant to Kvam's Conversion and
27 RICO claims, and were placed in issue through Defendants' conduct. None of the document
28 requests seeks a tax return or profit and loss statement – and therefore the privacy concerns of the

1 *Hetter* and *Cain* cases are not implicated.

2 Finally, Defendants' proportionality argument is predicated solely on his relevancy
3 argument. All of the requests are narrowly tailored and limited to discovery regarding Defendants'
4 other business with TNT and other project contractors.

5 **IV.**

6 **CONCLUSION**

7 Mineau's Opposition is based on unsubstantiated statements and outright
8 misrepresentations. Ultimately, it seems that Mineau is no longer disputing that funds were
9 diverted away from the Project, but is merely trying to shift the blame to the contractor, even
10 though Mineau assured Kvam that the funds would be kept in a separate account and Mineau
11 instructed Kvam to make payments even though he did not obtain invoices from TNT or inspect
12 the project to verify percentage of completion as specified in the Contractor Agreement (See **Ex.**
13 **"9"** at Par. 4 and Addendum **"B"**). Not only does Mineau's argument not present a defense, but it
14 does not support his objections to the discovery at issue and reinforces the point that the requested
15 discovery is necessary to determine the relationship between Mineau and TNT. The jury can
16 decide if Mineau is credible when he tries to shift the blame to TNT when in fact TNT continued
17 working on Mineau's other projects, which were presumably completed on budget and sold for a
18 profit, while 7747 S. May Street was left unfinished and Kvam suffered the loss. Kvam has
19 incurred another \$1,535.00 in connection with this Reply, for a total of \$5,572.00 that should be
20 awarded as attorney's fees. (See Motion, **Ex. "22"** and **Ex. "23"** attached hereto).

21 **AFFIRMATION**

22 The undersigned does hereby affirm that the preceding document does not contain the
23 social security number of any person.

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1 Respectfully submitted,

2 Dated this 11th day of December 2019.

MATUSKA LAW OFFICES, LTD.

Michael L. Matuska

4 By:

MICHAEL L. MATUSKA, SBN 5711

Attorneys for Plaintiff, JAY KVAM,

individually and derivatively on behalf of the
unincorporated joint venture identified as 7747

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Matuska Law Offices, Ltd. and that on the 11th day of December, 2019, I served a true and correct copy of the preceding document entitled **PLAINTIFF'S REPLY TO OPPOSITION TO PLAINTIFF'S SECOND MOTION TO COMPEL** as follows:

Austin K. Sweet, Esq.
GUNDERSON LAW FIRM
3895 Warren Way
Reno, NV 89509
asweet@gundersonlaw.com

☒ **BY CM/ECF:** I electronically filed a true and correct copy of the above-identified document with the Clerk of the Court by using the electronic filing system which will send a notice of electronic filing to the person(s) named above.

☐ **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully prepaid, an envelope containing the above-identified document(s) at Carson City, Nevada, in the ordinary course of business.

☐ **BY EMAIL:** (as listed above)

☐ **BY PERSONAL SERVICE:** I personally delivered the above-identified document(s) by hand delivery to the office(s) of the person(s) named above.

☐ **BY FACSIMILE:**

☐ **BY FEDERAL EXPRESS ONE-DAY DELIVERY:**

☐ **BY MESSENGER SERVICE:** I delivered the above-identified document(s) to Reno-Carson Messenger Service for delivery.

/s/ SUZETTE TURLEY
SUZETTE TURLEY

Exhibit Index
Plaintiff's Reply to Opposition to Plaintiff's
Second Motion to Compel

EXHIBIT	DOCUMENT	NO. OF PAGES
1.	Letter to Austin Sweet of November 13, 2019	5
2.	Terms of Agreement between Legion Investments LLC (its Members) and Jay Kvam (Initial Funding Member of Same) RE: 7747 May Street, Chicago, Illinois	1
3.	Wire transfer \$44,000 on February 13, 2017 for purchase money	1
4.	Wire transfer \$784.31 on February 13, 2017 for closing costs	1
5.	Wire transfer \$20,000 on March 23, 2017 for the first construction draw	2
6.	Wire transfer \$20,000 on April 14, 2017 for the second construction draw	2
7.	Wire transfer \$9,000 on May 18, 2017 for the third construction draw	3
8.	Response to Interrogatory No. 6	7
9.	Contractor Agreement	14
10.	Text message on March 23, 2017	1
11.	Text message on April 13, 2017	1
12.	Excerpt from Colleen Burke's deposition	3
13.	November 16, 2018 Closing Statement	3
14.	Plaintiff's Expert Witness Disclosure - Report of Benjamin C. Steele, CPA, CGMA	7
15.	Text message on February 17, 2017	1
16.	TNT Complete Facility Care, Inc. – Chase Bank statements Account #1855	8
17.	TNT Strategic Facility, Inc. Bank records Account #1220	8
18.	Plaintiff's First Set of Requests for Admission	65
19.	Plaintiff's Fourth Set of Requests for Production of Documents	10
20.	Responses to Plaintiff's First Set of Requests for Admission	10
21.	Responses to Plaintiff's Fourth Set of Requests for Production of Documents	10
22.	Attorney's fees ledger	1
23.	Supplemental attorney's fees ledger	1

FILED
Electronically
CV18-00764
2019-12-11 03:46:17 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7633267 : csulezic

Exhibit 23

SUPPLEMENTAL ATTORNEY'S FEES LEDGER

(Plaintiff's Reply to Opposition to Plaintiff's Second Motion to Compel)

Exhibit 23

SUPPLEMENTAL ATTORNEY'S FEES LEDGER

(Plaintiff's Reply to Opposition to Plaintiff's Second Motion to Compel)

Date	Received From/Paid To	Explanation	Fees
Dec 6/2019	Lawyer: MLM 0.40 Hrs X 285.00	Review opposition to second motion to compel; work on reply.	114.00
Dec 7/2019	Lawyer: Par1 2.50 Hrs X 85.00	Contract attorney: Review opposition to second motion to compel; begin work on draft reply to the opposition	212.50
Dec 10/2019	Lawyer: Par1 2.00 Hrs X 85.00	Contract attorney: Library research regarding opposition and reply	170.00
Dec 11/2019	Lawyer: MLM 2.60 Hrs X 285.00	Work on reply to opposition to second motion to compel	741.00
Dec 11/2019	Lawyer: Par1 3.50 Hrs X 85.00	Continue research and final draft of reply	297.50
			1535.00

1 CODE NO. 3370

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5 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
6 IN AND FOR THE COUNTY OF WASHOE
7

8 JAY KVAM,

Case No. CV18-00764

9 Plaintiff,

Dept. No. 6

10 vs.
11

12 BRIAN MINEAU; LEGION INVESTMENTS,
13 LLC; 7747 S. May Street, an Unincorporated
Joint Venture; and DOES I-X, inclusive,

14 Defendants.
15 _____/

16 **ORDER REFERRING DISCOVERY MOTION TO COMMISSIONER**
17 **FOR RECOMMENDATION [DEFENDANTS' SECOND MOTION TO COMPEL]**

18 Before this Court is Plaintiff's *Second Motion to Compel* and *Declaration* filed on
19 November 26, 2019, through his counsel Michael L. Matuska, Esq. Defendants filed an
20 *Opposition to Plaintiff's Second Motion to Compel* on December 6, 2019 through their
21 counsel Austin K. Sweet, Esq. On December 11, 2019, Plaintiff filed his *Reply to Opposition*
22 *to Plaintiff's Second Motion to Compel* and submitted the motion for decision.
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1 The Court, having reviewed the filings and other documents on file, and good cause
2 appearing therefor,

3 IT IS HEREBY ORDERED the *Defendants' Motion to Compel* is referred to the
4
5 Discovery Commissioner for recommendation for order.

6 Dated this 19th day of December, 2019.

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9 DISTRICT JUDGE
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CERTIFICATE OF SERVICE

I certify that I am an employee of THE SECOND JUDICIAL DISTRICT COURT;
that on the 16th day of December, 2019, I electronically filed the foregoing with the
Clerk of the Court system which will send a notice of electronic filing to the following:

MICHAEL L. MATUSKA, ESQ.

AUSTIN K. SWEET, ESQ.

MARK GUNDERSON, ESQ.

And, I deposited in the County mailing system for postage and mailing with the
United States Postal Service in Reno, Nevada, a true and correct copy of the attached
document addressed as follows:

Hadi Bre