

IN THE SUPREME COURT OF THE STATE OF NEVADA

TKNR, INC., a California Corporation,

Appellant,

v.

W L A B INVESTMENT GROUP, LLC,

Respondent.

SC Case No. 85620

DC Case No.: A-18-785917-C

Electronically Filed
Jul 12 2023 10:21 AM
Elizabeth A. Brown
Clerk of Supreme Court

**From the Eighth Judicial District Court
The Honorable Linda Marie Bell, District Judge
District Court Case No. A-18-785917-C**

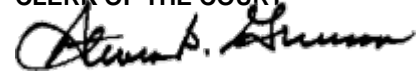
APPELLANT'S APPENDIX

Michael B. Lee, Esq. (NSB 10122)
Michael Matthis, Esq. (NSB 14582)
MICHAEL B. LEE, P.C.

VOLUME II

CHRONOLOGICAL INDEX

<u>Document Name</u>	<u>Date Filed</u>	<u>Vol.</u>	<u>Page</u>
Opposition to Defendants' Motion for Summary Judgment; Countermotion for Continuance Based on NRCP 56(f) and Countermotion for Imposition of Monetary Sanctions	12/29/2020	II	AA 000223-388
Reply to Plaintiff's Opposition to Defendants' Motion for Summary Judgment and Opposition to Plaintiff's Countermotions for Continuance based on NRCP 56(f) and for Imposition of Sanctions	01/21/2021	II	AA 000389-426



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

DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

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

Defendants

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

Hearing : January 28, 2021
09:30

=====

OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

COUNTERMOTION FOR CONTINUANCE BASED ON NRCP 56(f) and
COUNTERMOTION FOR IMPOSITION OF MONETARY SANCTIONS

PROCEDURAL ISSUES

Defendants' Motion must be denied as it is untimely. The filing of the motion is obviously just for Defendants' attorney to bill up the file, and consequently unnecessarily increase the costs of Plaintiff. Defendants' tactic is to simply rely on the opinion of their hired expert, as if this created a stipulated fact.

It's a waste of attorney and judicial time which should not be tolerated.

Without the Court's permission, the Motion exceeds the 30 page limit of EDCR 2.20(a).

1 The Motion is confusingly circular and without a specific request for relief,
2 other than granting summary judgment to all defendants on all causes of action.

3 NRC 56(c) requires “a concise statement setting forth each fact material
4 to the disposition of the motion which the party claims is or is not genuinely in
5 issue, citing the particular portions of any pleading, affidavit, deposition,
6 interrogatory, answer, admission, or other evidence upon which the party relies.”
7 This is absent in Defendants’ motion. The only statement of fact in the Motion is
8 essentially stating what Plaintiff’s allegations are. Plaintiff is disputing those facts,
9 so there are obviously disputes of material fact which preclude summary
10 judgment.
11

12 The Motion contains purported a settlement demand in Kenny Lin’s
13 declaration. Interestingly, although it’s specific as to amount, it completely lacks
14 context of date, time, where, method of transmittal, who extended or received the
15 offer, etc. Mr. Miao’s declaration is emphatic that no communication with any
16 defendant occurred after August, 2018, and no settlement discussions occurred
17 ever.
18

19 EDCR 2.21 limits affidavits to “only factual, evidentiary matter.”
20

21 Rule 2.21. Affidavits on motions.

22 (a) Factual contentions involved in any pretrial or post-trial
23 motion must be initially presented and heard upon affidavits,
24 unsworn declarations under penalty of perjury, depositions, answers
25 to interrogatories, and admissions on file. Oral testimony will not be
26 received at the hearing, except upon the stipulation of parties and
27 with the approval of the court, but the court may set the matter for a
28 hearing at a time in the future and require or allow oral examination
29 of the affiants/declarants to resolve factual issues shown by the
30 affidavits/declarations to be in dispute. This provision does not apply
31 to an application for a preliminary injunction pursuant to N.R.C.P.
32 65(a).

1 ...

2 (c) **AFFIDAVITS/DECLARATIONS MUST CONTAIN ONLY**
3 **FACTUAL, EVIDENTIARY MATTER**, conform with the requirements
4 of N.R.C.P. 56(e), and avoid mere general conclusions or argument.
5 Affidavits/declarations substantially defective in these respects may
6 be stricken, wholly or in part.

7 Further, NRS 48.105 expressly makes settlement discussions
8 inadmissible.

9
10 NRS 48.105 - Compromise; offers to compromise.

11 1. Evidence of:

12 (a) Furnishing or offering or promising to furnish; or

13 (b) Accepting or offering or promising to accept,
14 a valuable consideration in compromising or attempting to
15 compromise a claim which was disputed as to either validity
16 or amount, **is not admissible to prove liability for or**
17 **invalidity of the claim or its amount. Evidence of**
18 **conduct or statements made in compromise**
19 **negotiations is likewise not admissible.**

20 2. This section does not require exclusion when the evidence is
21 offered for another purpose, such as proving bias or prejudice of a
22 witness, negating a contention of undue delay, or proving an
23 effort to obstruct a criminal investigation or prosecution.

24 Plaintiffs has documented its damages as required by NRCP 16.1 [Exhibit
25 4]. Defendants adding up all the damages to get the \$16,000,000 figure is
26 ridiculous, different causes of action against different defendants does not mean
27 that Plaintiff will recover twice, or thrice; it just sets forth those damages. The
28 damages are based on Mr. Sani's opinion. [Exhibit 4]

29 Plaintiff files this Opposition sets forth its Countermotions to avoid
30 judgment being entered for failure to respond.

31 ///

1 ARGUMENT OF COUNSEL IS NOT EVIDENCE

2
3 The Court has to make decisions based on evidence, not argument of
4 counsel. The Motion is riddled with inaccurate statements by counsel, which are
5 NOT supported by evidence. Such as stating that Plaintiff have demanded
6 \$16,000,000, that Plaintiff did not inspect the Subject Property, and that there are
7 no factual issues. These statements are made in violation of SCR 172(1)(a) (“[a]
8 lawyer shall not knowingly . . . [m]ake a false statement of material fact or law to a
9 tribunal”).
10

11
12 HISTORICAL SUMMARY

13
14 October , 2015

15 TKNR bought property on September 25, 2015 at a foreclosure auction for
16 \$95,100. Investpro Realty is the entity that recorded the Trustee’s Deed
17 and the address on the Trustee’s Deed is Investpro’s address at 3553 S.
18 Valley View Blvd Las Vegas, NV 89018; this is not TKNR’s address. The
19 unpaid debt was \$291,608.90. [Exhibit 2, attachment Exhibit 2B]
20 Defendant INVESTPRO REALTY was TKNR Inc’s (hereinafter” TKNR”)
21 property managment company and Zhong Lin aka Kenny
22 Lin(hereinafter”Lin”) renovated Subject Property, put tenants in the Subject
23 Property, and put it on market for profit.. [Exhibit 6, 7-8 (Response to
24 Interrogatory # 3]
25

26 August 11, 2017

27 Plaintiff enters into Purchase Agreement to buy the Subject Property.
28 [Exhibit B]

29 December, 2017

30 Purchase of Subject Property completed. Plaintiff continued to use
31
32

1 Investpro as property manager. [Exhibit 2, Mr. Miao's declaration]
2 December, 2017
3 Lin approached Frank Miao at Christmas party and solicited him to invest in
4 Investpro's Flipping Fund. [Exhibit 2, Mr. Miao's declaration]
5 July, 2018
6 Tenant in Unit A complained about fuses burning, which shut down
7 electrical service to his apartment. Plaintiff found the electrical problems
8 which had been created by Investpro, Lin and/or TKNR and corrected the
9 problems and terminated Investpro as property manager. .[Exhibit 2, Mr.
10 Miao's declaration]
11 December 11, 2018
12 Complaint filed
13 January 7 2019
14 Defendants file Motion to Dismiss, Alternative Motion for Summary
15 Judgment or More Definite Statement
16 March 4, 2019
17 First Amended Complaint filed
18 December 16, 2019
19 Discovery Scheduling Order filed after Mandatory Rule 16.1 conference on
20 August 7, 2019
21 May 28, 2020
22 Stipulation and Order to Extend Discovery
23 August 14, 2020
24 Plaintiff timely discloses expert witness [Exhibit 4]
25 September 25, 2020
26 Deadline for rebuttal expert witnesses. Defendants do not disclose rebuttal
27 expert
28
29
30
31
32

1 October 16, 2020

2 Defendants file motion to extend discovery deadlines

3 November 23, 2020

4 Stipulated Order for Plaintiff to file 2nd Amended Complaint [Exhibit 5]

5 December 28, 2020

6 Defendants file for summary judgment knowing that there are clear factual
7 issues which preclude the Court from granting summary judgment
8

9
10 ARGUMENT IN DEFENDANTS' MOTION THAT DEFECTS WERE OPEN AND
11 OBVIOUS IS SELF-DEFEATING
12

13 Given the argument in Defendants' Motion, if defects are open and
14 obvious, why didn't Defendants correct the issues? Or, more importantly to the
15 instant case, why didn't Defendants DISCLOSE the defects in the Seller Real
16 Property Disclosure Form [SRPDF herein]? If the defects were open and
17 obvious, the Defendants involved in the sale to Plaintiff should have disclosed
18 them.
19

20
21 DEFENDANTS' MOTION IS UNTIMELY AS DISCOVERY HAS NOT BEEN
22 COMPLETED

23 COUNTERMOTION FOR CONTINUANCE BASED ON NRCP 56(f) IF THE
24 COURT CONSIDERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT
25

26 NRCP 56(f) states as follows :

27 (f) When Affidavits Are Unavailable. Should it appear from the affidavits of
28 a party opposing the motion that the party cannot for reasons stated
29 present by affidavit facts essential to justify the party's opposition, the court
30 may refuse the application for judgment or may order a continuance to
31 permit affidavits to be obtained or depositions to be taken or discovery to
32 be had or may make such other order as is just.

1
2 Discovery is not completed. The declaration of Plaintiff's attorney is
3 attached supporting its Countermotion pursuant to NRCP 56(f). After missing
4 the expert witness deadline, Defendants file motion to extend discovery
5 deadlines, which motion was granted. The current discovery deadline is March 2,
6 2021, which is the deadline Defendants themselves requested.
7

8
9 NO WAIVER OF INSPECTION
10

11 The Purchase Agreement prepared by Helen Chen creates a fiduciary duty
12 as Investpro was in a dual agency, representing the seller and the buyer. [Exhibit
13 F] Section 7D of the Purchase Agreement expressly states that Plaintiff didn't
14 waive the home inspection. Frank Miao did an inspection, as set forth in his
15 declaration [Exhibit 2]. His affidavit is supported by email communications with
16 Helen Chen of Investpro Realty. [Exhibit 2C] This, in and of itself, creates a
17 factual issue.
18

19 Further, waiving inspection (which Plaintiff expressly denies happened
20 since Mr. Miao inspected on August 10, 2017) does NOT relieve Defendant
21 seller, and its agents, of an obligation to disclose accurate information on the
22 SRPDF. This is required by Nevada statute, which disclosure cannot be waived.
23 [Exhibit C, Page 1 is the SRPDF which expressly states that it cannot be waived,
24 citing NRS 113.130(3)]

25 In normal transactions involving residential rental building, the buyer only
26 inspects the common spaces because units occupied. The burden is on seller
27 because of warranty of habitability and safety issues for tenants, which are
28 ongoing. This is obviously for consumer protection of both the tenants and the
29 general public. This is also why owners/managers of rental properties have to
30 use licensed contractors ALL the time to do work and to pull permits to do the
31
32

1 extensive renovation such as was done to the Subject Property. [Exhibit 2E and
2 Exhibit 3]
3

4 AGAINST PUBLIC POLICY FOR FIDUCIARY TO PRESENT CONTRACT
5 WHICH WAIVES DAMAGES
6

7
8 In this case the real estate broker is the flipper. Defendants Investpro,
9 Nickrant and Chen represented Plaintiff in the purchase. [Exhibit F] They have
10 a statutory duty to disclose all material facts. Since Investpro did the renovation
11 [Exhibit 6], and is also the broker, it both had knowledge of the material facts
12 complained about in the 2nd Amended Complaint, and had an obligation to
13 disclose those material facts. That duty cannot be waived.
14

15 NRS 645.254 - Additional duties of licensee entering into
16 brokerage agreement to represent client in real estate
17 transaction.

18 ...

19 5. Shall disclose to the client material facts of which the
20 licensee has knowledge concerning the transaction;
21

22 NRS 645.255 - Waiver of duties of licensee prohibited.
23 Except as otherwise provided in subsection 4 of NRS 645.254,
24 no duty of a licensee set forth in NRS 645.252 or 645.254 may
25 be waived.
26

27
28 The detailed narrative declaration of Frank Miao, and the attached Exhibits
29 2A through 2F are incorporated herein by reference. Defendants Lin and
30 INVESTPRO, LLC are property flippers who owned and/or controlled the Subject
31
32

1 Property for about 2 years, [Exhibit 6] during which time they performed multiple
2 major alterations and renovations to the property, none of which were permitted,
3 inspected, or done by licensed contractors as required by law. See Exhibit 3,
4 Declaration of Amir Sani. TKNR, INC is the corporate entity that Lin and
5 Investpro used for this particular investment, which is owned and managed by
6 Defendant CHI ON WONG [Wong]. They altered the property to hide the many
7 defects detailed in Miao's declaration, then sold the property without disclosing
8 the defects.
9

10 11 NO WAIVER OF REQUIRED DISCLOSURES

12
13 Plaintiff did not waive its right to receive required disclosures. Plaintiff
14 cannot waive the Seller's obligation to complete the disclosures. As noted on the
15 first page of Exhibit C, NRS 113.130(3) does not allow a purchaser to waive the
16 disclosures.

17 Defendants desperately want the Court to ignore their collective and
18 concerted fraudulent actions. There was no waiver of the required disclosures.
19 Further, only the remedies for failure to disclose of known defects can be waived,
20 and only if the waiver is "signed by the purchaser **and notarized**." See NRS
21 113.130(3) and 115.150(6). This did not happen.
22

23 Further, the "waiver" of the inspection upon which Defendants essentially
24 rests their entire motion, Exhibit 3, means nothing because Plaintiff had already
25 inspected the property on August 10, 2019. Plaintiff DID inspect the property,
26 Defendants had just gone to extensive effort, apparently as part of their
27 renovation, to hide the problems.
28

29 ///
30
31
32

1 PLAIN MEANING OF STATUTE

2
3 "It is well established that when the language of a statute is plain and
4 unambiguous, a court should give that language its ordinary meaning and not go
5 beyond it." Banegas v. State Indus. Ins. Sys., 117 Nev. 222, 225, 19 P.3d 245,
6 247 (2001). The plain meaning of a statute is generally "ascertained by examining
7 the context and language of the statute as a whole." Karcher Firestopping v.
8 Meadow Valley Contractors, Inc., 125 Nev. 111, 113, 204 P.3d 1262, 1263
9 (2009).
10

11 NRS 113.130 and 113.150, set forth below, are clear and unambiguous.
12

13 DISCLOSURES REQUIRED BY STATUTE

14
15 NRS 113.130 requires disclosure of know defects by seller of a residential
16 real estate. The relevant portions of that statute are set forth below.
17

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

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

22 (a) At least 10 days before residential property is conveyed to a
23 purchaser:

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

26 (2) The seller or the seller's agent shall serve the
27 purchaser or the purchaser's agent with the completed
28 disclosure form.

29 (b) If, after service of the completed disclosure form but before
30 conveyance of the property to the purchaser, a seller or the
31 seller's agent discovers a new defect in the residential property
32 that was not identified on the completed disclosure form or
discovers that a defect identified on the completed disclosure
form has become worse than was indicated on the form, the
seller or the seller's agent shall inform the purchaser or the
purchaser's agent of that fact, in writing, as soon as practicable

1 after the discovery of that fact but in no event later than the
2 conveyance of the property to the purchaser. If the seller does
3 not agree to repair or replace the defect, the purchaser may:

- 4 (1) Rescind the agreement to purchase the property; or
5 (2) Close escrow and accept the property with the defect
6 as revealed by the seller or the seller's agent without
7 further recourse.

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

- 10 (a) By foreclosure pursuant to chapter 107 of NRS.
11 (b) Between any co-owners of the property, spouses or persons
12 related within the third degree of consanguinity.
13 (c) Which is the first sale of a residence that was constructed by
14 a licensed contractor.
15 (d) By a person who takes temporary possession or control of or
16 title to the property solely to facilitate the sale of the property on
17 behalf of a person who relocates to another county, state or
18 country before title to the property is transferred to a purchaser.

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

23 4. If a sale or intended sale of residential property is exempted from the
24 requirements of subsection 1 pursuant to paragraph (a) of subsection 2,
25 the trustee and the beneficiary of the deed of trust shall, not later than
26 at the time of the conveyance of the property to the purchaser of the
27 residential property, provide written notice to the purchaser of any
28 defects in the property of which the trustee or beneficiary, respectively,
29 is aware.

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

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

1 than 1 year after the purchaser discovers or reasonably should have
2 discovered the defect or 2 years after the conveyance of the property
3 to the purchaser, whichever occurs later.

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

8 WEBB v. SHULL 128 Nev. Ad Op 8, 270 P.3d 1266 (2012) holds that
9 mental state is not required to impose treble damages pursuant to NRS 113.150
10 (4). There is no requirement of a “finding of willfulness or mental culpability”.
11

12 DEFENDANTS KNEW THE CONDITION OF THE PROPERTY

13
14 As outlined in Plaintiff’s narrative affidavit [Exhibit 2] and the express
15 statement in response to Interrogatory 3 [Exhibit 6], Lin and Investpro were
16 more than just real estate agents selling property. Lin and Investpro were the
17 manager for the flipping fund which had recruited investor TKNR. They
18 arranged the purchase of this property in September, 2015 at a foreclosure
19 auction; purchasing at a foreclosure sale has no warranties or inspection; they
20 then identified the scope of the alternation, renovation and rehabilitation,
21 managed the renovation project from soliciting bids, to awarding bids to paying
22 contractors, and then sold the Subject Property. They were also managing the
23 property involving obtaining tenants. Every condition described in the 2nd
24 Amended Complaint was **KNOWN** to Lin and Investpro. Contrary to their
25 argument, the renovations undertaken during TKNR’s ownership were major,
26 including major electrical upgrades, remove three swamp coolers, remove
27 natural gas furnace, installation of three separate HVAC systems, two window
28 air conditioning unites, renovating all three kitchens and three bathrooms,
29 altering the natural gas lines, plugging the water lines to swamp cooler when
30
31
32

1 they were removed from the roof, and plumbing issues.

2 All Defendants clearly knew about substantial work which they chose not
3 to disclose to Plaintiff. TKNR and Wong had the work performed during their
4 ownership, by their agents Lin, Investpro and JOYCE A. NICKRANDT.¹

5 Further, Plaintiff did inspect the property on August 10, 2017, so that the
6 representation in Defendants' motion that Plaintiff never inspected the property
7 is simply false.
8

9 10 INVESTPRO REPRESENTED BUYER IN THE PURCHASE

11
12 Exhibit F is the Offer and Acceptance for the purchase of the Subject
13 Property. Pages 9 and 10 evidence that Investpro represented both the Plaintiff
14 and TKNR in the purchase transaction. Thus, Investpro not only had a fiduciary
15 duty to represent Plaintiff's interests, , NRS 645.259(1) expressly creates liability
16 for misrepresentations that are made by a seller that the broker knows is false.
17

18 NRS 645.259 - Liability of licensee for misrepresentation made by
19 client; failure of seller to make required disclosures is public record.
20

21 A licensee may not be held liable for:

22 1. A misrepresentation made by his or her client unless the
23 licensee:

24 (a) Knew the client made the misrepresentation; and

25 (b) Failed to inform the person to whom the client made the
26 misrepresentation that the statement was false.

27 2. Except as otherwise provided in this subsection, the failure of the
28 seller to make the disclosures required by NRS 113.130 and
29 113.135 if the information that would have been disclosed pursuant
30 to NRS 113.130 and 113.135 is a public record which is readily
31 available to the client. Notwithstanding the provisions of this
32

¹ JOYCE A. NICKRANDT is the licensee of Investpro.

1 subsection, a licensee is not relieved of the duties imposed by
2 paragraph (a) of subsection 1 of NRS 645.252.

3
4 Miao's declaration [Exhibit 2] identifies in detail the construction work
5 which was done by Investpro and Lin on behalf of TKNR, which construction was
6 not disclosed.

7
8 ALTERNATIVE RELIEF REQUESTED IN MOTION IS NOT SUMMARY
9 JUDGMENT
10

11 Starting on page 27 of the Motion, Defendants ask the Court to "grant
12 Summary Judgment as to the following undisputed facts", and lists 38 separate
13 factual statements and statements of law. Plaintiff disputes of these factual
14 allegations. These are all trial issues, and the legal statements are subject to
15 motion practice when settling jury instructions.
16

17
18 PLAINTIFF SHOULD BE AWARDED ATTORNEY FEES FOR HAVING TO
19 OPPOSE DEFENDANTS FRIVOLOUS AND UNTIMELY MOTION
20

21 Citing to EDCR 7.60(b)(1), Defendants' Motion is "obviously frivolous,
22 unnecessary or unwarranted." It is untimely, as set forth above. It is circuitous
23 and confusing, simply arguing that Defendants' expert's opinion justifies granting
24 summary judgment on the entire case, as if there are NO issues of material fact.
25 Discovery hasn't even been completed, so there is no justification for Defendant
26 to file the Motion. In addition to which, there are glaring factual issues SOLELY
27 BASED ON DEFENDANT'S OWN DISCOVERY RESPONSES.
28

29
30 ///

EDCR 7.60

(b) The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause:

(1) Presents to the court a motion or an opposition to a motion which is obviously frivolous, unnecessary or unwarranted.

Attorney Childs' attorney fee itemization is attached evidencing that, just associated with this Motion, Plaintiff has incurred \$5,500.00 of attorney fees based on 13.75 hours at \$400/hour, which is counsel's normal billing rate and the billing rate for representing Dattala in this lawsuit. Additionally, \$7.00 filing fees will have been incurred. The Declaration of attorney Childs is attached hereto.

CONCLUSION

As set forth above, Defendants' motion serves no purpose other than to unreasonably and vexatiously harass Plaintiff, increase its costs, and waste the Court's time.

Plaintiff is the purchaser, and was entitled to honest and complete disclosures. In this case. Investpro and Lin were the agents of the owner of the residential investment property which Plaintiff purchased from TKNR. [Exhibit 6] During the time that TKNR owned the property, significant structural, mechanical, electrical and plumbing alterations were made to the property without permits, inspections or having work performed by licensed contractors as required by law..

Plaintiff has set forth the facts as accurately as possible based on the knowledge that it has at this time.

1 The Court cannot grant summary judgment without allowing discovery to be
2 completed.

3
4 /s/ Benjamin B. Childs, Sr.

5
6

BENJAMIN B. CHILDS, Sr.
7 Nevada Bar # 3946
8 Attorney for Plaintiff

9 CERTIFICATE OF ELECTRONIC SERVICE

10
11 This OPPOSITION and COUNTERMOTION, with attachments, was served
12 through the Odyssey File and Serve system. Electronic service is in place of
13 service by mailing.

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

16
17

BENJAMIN B. CHILDS, Sr. ESQ.
18 NEVADA BAR # 3946

19 Exhibits

- 20 1 Order Granting Defendants' Motion to Enlarge Discovery
21 2 Clt Afft with Exhibits A - D
22 3 Sani affidavit
23 4 16.1 Disclosure 8/14/20 [includes damages calculation as required by NRCP
24 16.1 and the expert report of Amin Sani
25 5 Stipulation and Order to file 2nd Amended Complaint filed November 23,
26 2020 [the 2nd Amended Complaint was efiled and eserved the same day]
27 6 TKNR's Answers to Interrogatories [Response to #3 affirmatively states that
28 "INVESTPRO REALTY was TKNR Inc's (hereinafter" TKNR") property
29 managment company and Zhong Lin ((hereinafter"Lin") was his realto. Both
30
31
32

1 INVESTPRO REALTY and LIN had the authority to act related to the Subject
2 Property.”]

3
4 DECLARATION OF COUNSEL REGARDING LACK OF DISCOVERY AND
5 ITEMIZATION OF ATTORNEY FEES
6

7
8 I am the attorney for Plaintiff W L A B INVESTMENT, LLC

9 Discovery has not been completed and the discovery cutoff, as requested by
10 Defendants in their Motion to Extend Discovery Deadlines which was addressed at
11 a hearing on October 22, 2020 and followed by a written order filed November 4,
12 2020. A complete response to the instant motion is not possible because
13 testimony, affidavits and other admissible evidence such as responses to written
14 discovery, documents, and inspection of physical items are not possible to be
15 produced by Plaintiff until discovery has been completed. Defendants have much
16 more significant additional documentation and knowledge than they disclosed in
17 their Motion, which information and knowledge will only be obtained through
18 discovery and related discovery motions to compel, since to date the responses to
19 written by Defendants have been excessively evasive. This includes inquires
20 about the alterations to the subject property, which are at issue in the case. Thus,
21 this declaration is made pursuant to NRCP 56(f) in response to Defendants’ Motion
22 for Summary Judgment.
23

24 From my contemporaneously maintained attorney work record, I have had to
25 spend the following time addressing this matter, and reasonably anticipate an
26 additional hour a half preparing for and attending the hearing, plus additional time
27 for order drafting and submission, notice of entry of order, etc. My normal billing
28 rate, and the rate I am charging Plaintiff WLAB for representation in this is
29 \$400/hour. Total time itemized below is 13.75 hours times \$400 = \$5,500.
30
31
32

TASK	TIME [hrs]
December 15, 2020	
Receive and review Motion for Summary Judgment	.75
December 23, 2020	
Office conference with client to draft Opposition	1.00
December 26, 2020	
Review and revise Opposition. Office conference with client. Telcom with Sani, email Sani.	3.50
December 27, 2020	
Review and revise Opposition and Countermotion	1.50
December 29, 2020	
Office conference with client to complete his narrative declaration.	
Revise, finalize, efile and eserve Opposition and Countermotion. \$3.50	4.00
Estimated future time :	
Receive and review Reply	1.00
Draft, revise, finalize, efile and eserve reply to opposition to countermotions	
Prepare for and attend hearing	1.50
Order submission [draft order submitted with motion]	.30
Prepare, efile, eserve Notice of Entry of Order [\$3.50]	.20

ANALYSIS OF BRUNZELL FACTORS

(1) The qualities of the advocate: his ability, his training, education, experience, professional standing and skill.

I have been a Nevada attorney for 30 years, being a solo, self employed attorney the entire time. This is generally accepted as the most challenging practice for attorneys. The ability and skill has been required, and will be required, in this case to address DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

1 filed December 15, 2020, which is obviously frivolous, unnecessary or
2 unwarranted.

3 (2) The character of the work to be done: its difficulty, its intricacy, its importance,
4 time and skill required, the responsibility imposed and the prominence and
5 character of the parties where they affect the importance of the litigation.
6

7 This affidavit is solely for motion practice set forth above. It is very time
8 consuming to deal with these issues and made more time consuming by the
9 imprecise and vague nature of the Motion, and the multiple procedural violations
10 noted in the Opposition..

11 (3) The work actually performed by the lawyer: the skill, time and attention given to
12 the work.

13 The amount of work I've already done has been itemized above taken
14 directly from my contemporaneous work record.

15 (4) The result: whether the attorney was successful and what benefits were
16 derived.

17 The motion is to be decided, but it obviously had to be filed to protect
18 Plaintiff's rights, both procedurally in the case and its property rights.

19 These statements are made based on my personal knowledge. I declare
20 under penalty of perjury that the foregoing is true and correct.
21

22
23 Executed on December 28, 2020
24 (date)

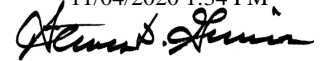
/s/ Benjamin B. Childs, Sr.
(signature)

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1



CLERK OF THE COURT

1 NIKITA R. BURDICK ESQ. (NSB 13384)
2 **BURDICK LAW PLLC**
3 6625 S. Valley View Blvd. Suite 232
4 Las Vegas, Nevada 89118
5 Telephone: (702) 481-9207
6 Nburdick@Burdicklawnv.com
7 Attorney for Defendants

8 **IN THE EIGHTH JUDICIAL DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 W L A B INVESTMENT, LLC,

Case No.: A-18-785917-C

Dept. No.: 14

11 Plaintiff,

12 vs.

13 **ORDER GRANTING DEFENDANTS'**
14 **MOTION TO ENLARGE DISCOVERY**
15 **(FIRST REQUEST) ON AN ORDER**
16 **SHORTENING TIME**

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

Date of Hearing: October 22, 2020

Time of Hearing: 9:30 a.m.

20 This matter being set for hearing before the Honorable Court on
21 October 22, 2020 at 9:30 a.m., on Defendants' TKNR INC., CHI ON WONG aka CHI KUEN
22 WONG, KENNY ZHONG LIN, aka KEN ZHONG LIN aka KENNETH ZHONG LIN aka
23 WHONG K. LIN aka CHONG KENNY LIN aka ZHONG LIN, LIWE HELEN CHEN aka
24 HELEN CHEN, YAN QIU ZHANG, INVESTPRO LLC dba INVESTPRO REALTY, MAN
25 CHAU CHENG, JOYCE A. NICKRANDT, INVESTPRO INVESTMENTS LLC, and
26 INVESTPRO MANAGER LLC, (collectively, the "Defendant"), Motion to Enlarge Discovery
27 (First Request) ("Motion") on an Order Shortening Time, by and through their attorney of
28 record, BURDICK LAW PLLC. Plaintiff W L A B INVESTMENT, LLC appeared on and

1 through its counsel of record, Benjamin B. Childs, Esq. New counsel for Defendants, MICHAEL
2 B. LEE, P.C., also appeared, and made the argument for Defendants, specifying that he would file
3 a substitution of counsel for Defendants today.

4 Upon review of the pleadings, argument of counsel and for good cause shown, this
5 Honorable Court Grants the Motion as follows:

6 1. There is an "inherent power of the judiciary to economically and fairly manage
7 litigation." *Borger v. Eighth Judicial Dist. Court*, 120 Nev. 1021, 1029 (2004). NRCP 16(b)(4)
8 provides that a scheduling order for trial may be modified by the court for good cause.

9 2. Further, EDCR 2.35(a) allows requests to extend discovery if in writing and
10 supported by a showing of good cause for the extension and be filed no later than 21 days before
11 the discovery cut-off date or any extension thereof. A request made beyond the period specified
12 above shall not be granted unless the moving party, attorney or other person demonstrates that
13 the failure to act was the result of excusable neglect.

14 3. Defendants bring the instant motion due to their failure to make initial expert
15 disclosures by the October 15, 2020, deadline. Pursuant to the scheduling order entered on June
16 26, 2020, the discovery cut-off date is October 30, 2020. Defendants filed their Motion on
17 October 15, 2020, which was not more than 21 days before the discovery cut-off date. Here, the
18 Court finds that Defendants' failure to seek an extension of the discovery deadline in a timely
19 manner was the result of excusable neglect. Moreover, Defendant demonstrated good cause
20 warranting this Court to extend discovery, namely that due at least in part the current COVID-19
21 pandemic, the parties have not conducted any depositions. Additionally, Defendants failed to
22 designate a rebuttal expert due to excusable neglect.

23 4. Based on the foregoing, the Court GRANTS Defendant's Motion.

24 **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED** that the Motion is
25 GRANTED. For good cause shown, the discovery deadlines in this matter shall be enlarged as
26 follows:

27 ////

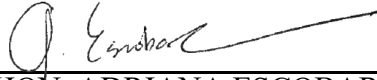
28 ////

Discovery Deadline	Date
Close of Discovery	March 2, 2021
Last Day to File Motion to Amend Pleadings or Add Parties	December 14, 2020
Initial Expert Disclosures due	November 30, 2020
Rebuttal Expert Disclosures due	December 4, 2020
Deadline to file Dispositive Motions	January 25, 2021
Deadline to file Motions in Limine	45 Days before trial

Additionally, the Calendar Call will be reset to April 1, 2021, and the trial stack will be moved to the April 19, 2021.

Dated this 9 day of February, 2020.

Dated this 4th day of November, 2020


HON. ADRIANA ESCOBAR
District Court Judge, Department

Date: October 26, 2020.

10A 8EB 17C7 9E00
Adriana Escobar
~~District Court Judge~~ 2020.

Respectfully Submitted By:

Approved of as to Form and Content By:

BURDICK LAW PLLC

MICHAEL B. LEE, P.C.

/s/ Nikita Burdick
NIKITA R. BURDICK ESQ. (NSB 13384)
6625 S. Valley View Blvd. Suite 232
Las Vegas, Nevada 89118
Telephone: (702) 481-9207
Nburdick@Burdicklawnv.com
Attorney for Defendants

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

Date: October 29, 2020.

Approved of as to Form and Content By:

/s/ Benjamin Childs
BENJAMIN B. CHILDS, ESQ. (NSB 3946)
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Tel - (702) 251.0000
Fax - 702.385.1847
ben@benchilds.com
Attorney for Plaintiff

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

DECLARATION OF FRANK MIAO IN SUPPORT OF OPPOSITION TO
DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, AND
COUNTERMOTIONS

I am the manager of W L A B INVESTMENT, LLC [WLAB] and I was involved in the purchase of the Subject Property at 2132 Houston Dr Las Vegas, NV, which is a tri-plex residential rental apartment building. All three rental units are in one building and they are identified as units A, B and C and are under one roof..

I found the property listed on Zillow. Because the Subject Property is a rental property, the landlord and property manager have to provide and maintain a safe, healthy and habitable condition for the tenant. When I inspected on August 10, 2017 Unit A was occupied, but Units B C were on the market for rent. Kenny Lin [Lin] showed me the Subject Property representing that he was the listing agent and that he was also the CEO of Investpro. Later, WLAB hired Lin as the buyer's agent for this transaction. At that time, he told me that Investpro was the property manager for the Subject Property. Later, I found out that Lin is also the manager for the flipping fund which had recruited investors, had purchased this Subject Property, had identified the scope of the renovation, managed the renovation project from soliciting bids, to awarding bids to paying contractors, and was now selling the Subject Property under his supervision and authority. Attached is the promotional website evidencing this fact [Exhibit 2A hereto], plus the vesting deed when the Subject Property was purchased in September, 2015 had the address for TKNR as 3553 S. Valley View Blvd Las Vegas, NV 89103, which is Investpro's address. [Exhibit 2B hereto]

Investpro was the property manager and the remodeler of the Subject Property. Investpro is also the flipping fund manager; they do the property management, they are directly involved in the renovation, and they are the real estate broker. Investpro makes a 25% profit on each project they renovate and flip, plus the sales commissions to Investpro; the investor makes a 75% profit. Investpro is much more involved than just the normal broker. In addition to selling the property, Investpro finds investors, buys the property from auction, manages the property, identifies the scope of renovation, and manages the renovation project from soliciting bids to awarding bids to paying contractors, along with obtaining the tenants and managing rentals.

In line with it's formula, Investpro bought the Subject Property at a foreclosure auction for \$95,100 [Exhibit 2B hereto] and found TKNR as the investor. The receipts for the heatpump package unit installation and replacement projects are to Investpro [Exhibit J to the Motion], and Investpro managed the renovation, admittedly without using licensed electrical, plumbing and HVAC contractors or having required permits. A licensed electrical contractor and a electrical permit would have required an upgrade of the electrical supply system; note that heatpump system uses 220 volt system but the swamp

cooler only needs a 110 volt system. A licensed plumbing contractor and a plumbing permit would have required to remove the water line for the swamp cooler and the natural gas line after the natural gas wall furnace was removed. The HVAC or mechanical permit would have been required to install the heatpump package units and do the load calculations such as weight and wind load for structural evaluation. Specific to the heating and cooling upgrades, when Investpro bought at a bank auction in September, 2015, the Subject Property originally had cooling by swamp coolers and heating by natural gas wall furnaces.

In early March, 2016 Investpro installed one 5 ton heatpump package unit, which does both heating and cooling, on one roof area, but they did not apply for a permit to upgrade the electrical system and there was correspondingly no inspection of the electrical system. [See Exhibit J] As part of this process, they dismantled the old natural gas wall furnaces and disconnected the natural supply gas lines, without a permit or inspection or work by a licensed contractor, and then covered with drywall, texture and paint. When the 5 ton heatpump package unit was installed on the roof, apparently they did not do a weight load and a wind load calculation for the roof structure evaluation. Investpro also added larger electrical lines in the ceiling to serve the 5 ton heatpump package unit, without a permit or an inspection done by a licensed electrical contractor. Plus, new air ducts were installed on the roof without permit or inspection. This ducting required being anchored to the roof, which caused new roof leakages. In early 2017, the 5 ton heatpump package unit was too heavy and unstable and caused a lot of noise. The tenant in unit A, Nicholas Quiroz, complained and threatened to call code enforcement. So Investpro installed new two window air conditioning units in Unit A [not by a professional, also without a permit or inspection] and removed the 5 ton one year old heatpump package unit and then installed two new 2 ton heatpump package units on the roof, installed by Air Team, also without a permit or inspection and ran new electrical lines without a permit or an inspection. They opened new big holes in roof when they installed the two new 2 ton units, but again there was no calculation about the weight and wind load calculations and the roof structural evaluation. When they installed the two new 2 ton units there were multiple new roof penetrations for the new air ducts and anchors, which also have resulted in roof leaks. These are the 2 receipts for the repairs attached as Exhibit J to Defendants' motion. All these HVAC modifications required an upgrade to electrical system, with a permit and inspection. So all 3 units had air conditioning installed with no permit or inspection of the electrical systems. Plus, the natural gas pipes were removed without a permit or inspection. I only found out about the work from receipts in Exhibit J after Plaintiff filed the lawsuit.

In 2018 I went in person to the City of Las Vegas and filled out a form to request a search for building permits, The search revealed that there were no permits for Investpro's work on any renovation project, including the plumbing,

HVAC, structural or the electrical systems. I had to pay for the search and wait several weeks to get the results, at that time at time it was not available online.

During my inspection on August 10, 2017, I pointed out several code violations to Defendant Lin such as the smoke alarms were not installed at the right location and some were missing, the outlets near the water faucets in the kitchen, bathroom and laundry room were not GFCI outlets which is required by the UBC electrical code, the CO alarm was missing or not in right location, there was a window broken in one unit, drywall was not complete around the window air conditioning unit installed in Unit A, there were electrical wires exposed and the ceramic floor tiles were cracked, etc. [Exhibit 2C hereto, emails dated August 17, August 18 and August 24, 2017] These problems would not pass a city code enforcement inspection. In fact, I told Defendant Lin that if tenant called code enforcement at this, the rental unit could be shut down by City Code Enforcement until repaired and corrected. Before WLAB bought the property, WLAB insisted that the code violations that had been identified were repaired and corrected; although they resisted, Investpro did repair part of the code violations that were identified. Investpro had rented to the tenants without meeting the minimum code standards for habitability. WLAB had to spend a lot of money to bring up the Subject Property to code and correct the code violations after the old tenants moved out.

In normal transactions involving residential rental building, the buyer only inspects the common spaces because units occupied. The burden is on seller because of warranty of habitability and safety issues which are ongoing. This is also why rental properties have to use licensed contractors for all work and pull permits and get inspections to do work like was done to the Subject Property. This is a safety issue for the tenant and to protect the general public.

Note that the electrical issues are in unit A of the Subject Property, but Exhibit J attached to Defendants' Motion are invoices for units B & C, including the old 5 ton heatpump unit which they removed in June, 2017 and replaced with the two 2 ton units as I described above. Thus, this does not address the issues raised in WLAB's 2nd Amended Complaint.

As to the waiver of inspection dated September 5, 2017, inspection was waived at that time because I had just inspected it on August 10, 2017. At the August 10, 2017 inspection, I could not inspect the dryer vents into the ceiling without destructing the ceiling drywall. WLAB did not waive the inspection; an inspection was conducted on August 10, 2017 with myself and Defendant Lin. The complaints outlined in the 2nd Amended Complaint were hidden behind drywall.

I note that the Seller's Real Property Disclosure Form [SRPDF] had nothing about the following :

- * Removal of natural gas wall furnace, which occurred with no permit or inspection and was not performed by an active, licensed

- contractor as required by law.
- * Removal of natural gas supply line, which occurred with no permit or inspection and was not performed by active, licensed contractor as required by law.
- * Upgraded electrical system to add additional lines and new power supply with no permit or inspection and not performed by an active, licensed contractor as required by law.
- * Disclosure says there's a problem with cooling, but provides no details about the history or what the problem was.
- * Disclosure says there's a problem with heating and there are no details about the history of the heating system or what the problem was.
- * The two marks about repairs made without permits, but there is no explanation.

Unit A still has no central heat, but uses portable electrical heaters because the related supply gas line was removed.

The renovations by Investpro were not MINOR renovations as argued in their Motion and as Defendant Lin states under oath. These are major rehabilitation projects. All three bathrooms and all three kitchens were completely redone without a permit or inspection and these renovations were not performed by licensed contract as required by law. The roof had holes opened. Old swamp coolers and some natural gas furnaces were removed and then hidden by drywall and painted by unlicensed people. The HVAC system on the roof was replaced twice, plus plumbing, tile, electrical modifications. This work is required to be performed by licensed contractors and requires a permit and inspection as set forth in the attached flyers [Exhibit 2E] and in Mr. Sani's declaration

I did inspect this Subject Property on August 10, 2017 and SRPDF was dated August 2, 2017. [Exhibit C to the Motion] I only performed a non-invasive and non-destructive inspection.

I began investigations in earnest in early July, 2018, after WLAB had bought it, while Investpro was still the property manager and the tenant notified me of an electrical problem in Unit A. The tenant in Unit A had complained to Investpro and Investpro didn't solve the problem, which was that fuses kept being burned; at least six times. So I had to hire an electrician to trace the property, Penny Electric. Penny Electric spent hours tracing the problem and finally found that Investpro had put two circuits into one fuse when they installed the air conditioning unit in the wall in Unit A. Investpro did this without a licensed contractor or a permit or an inspection. WLAB had to install a 100 amp panel for Unit A, which was twice what was there previously and the previous panel used fuses instead of breakers.

Due to roof structure being damaged, every time it rains the roof leaks. The rains in January, 2019 revealed that both bathroom vents were not vented

outside, but just into the ceiling attic, which is a violation of the building code. These violations were also hidden behind drywall and could not have been identified without invasive investigation.

As recently as this morning I took off a piece of wood paneling in Unit C, which paneling was there when WLAB bought the property and was obviously put there during the time that TKNR and it's agents renovated the property. There is a huge crack in the exterior wall behind the wood paneling. [Exhibit 2F]

I have NEVER made a demand for \$10,000 to settle this case and I will not discuss settlement discussions. I haven't even communicated with any Defendant in any manner since August, 2018, other than through my attorney.

It's impossible that Defendants, at least the ones involved in the sale which are Defendants TKNR, Wong, Investpro, Investpro Manager LLC, Nickrandt, Lin and Chen did not know about the renovations since they are the ones who did it.

In 2017 at the Investpro Christmas party Lin was soliciting me to invest in his Flipping Fund. He told me he was making so much money from going to auctions, buying property and fixing them up, and then selling them and he wanted me to invest in his Flipping Fund. He introduced several investors to me and had them tell me how they were making money investing in the Flipping Fund.

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

Executed on 12/29/2020
(date)

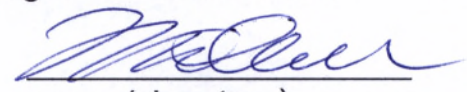

(signature)

EXHIBIT 2A

Flipping Fund Iv - InvestPro Realty

[Statement]



FLIPPING FUND
INVESTPRO INVESTMENTS I LLC
PRESENT BY INVESTPRO MANAGER LLC



KENNY LIN
Phone: +1 (702) 726-0000
Email: zhong.kenny@gmail.com
中国境内
联系电话 9501351558 x 88855



恆興地產

AA000253



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

截止日期: 2015年12月31日

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

CLOSE OUT DATE: DEC. 31,2015



AA000254

WHAT's FLIPPING FUND? 所谓 | 短炒基金

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

「短炒基金」是由恒

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

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



04
案例分析
SUCCESSFUL
PROJECTS

06
已运作项目
PROJECTS
LIST

09
短炒周期
FLIPPING
TERM

10
资金分配
INVESTMENTS
& EXPENSES

11
投资回报
PRO
FORMA

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

案例分析
SUCCESSFUL
PROJECTS

4320 NOLAN LN LAS VEGAS NV

03/02
2015

102天/DAY

06/12
2015

增值 INCREASE
IN VALUE
\$55,500.00

AA000255

HOW LONG's THE FLIPPING TERM? 多久 | 短炒周期

134 DAY. WE SET THE FLIPPING TERM AS 130 DAYS. IT IS A ESTIMATED NUMBER BASED ON THE PROPERTIES WE ARE OPERATING NOW. WE AVERAGE THE TERM BETWEEN PURCHASE AND SOLD, THEN PLUS 15 ACQUISITION DAYS. THEREFORE IN 365 DAYS, ALL OF FUNDS WILL BE FLIPPED FOR 2.72 TIMES

「134天」我们将短炒

周期设定为134天，这是以我们目前已运作房产项目，从买入至卖出所用天数的平均值（119天）加上购置周期（15天），所得出的一个平均短炒周期数。若全年以365天计，资金将用于短炒2.72次/年

年盈利率

PROFIT PER FLIP 每次利润	FLIPS PER YEAR 年短炒次数		
8.71 %	2.72	=	23.69 %

COMPOUND RATE

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



投资回报率

PRO FORMA

可投入金额	年盈利率	资金成长	年固定回报额	基金管理年费	总剩余资本
-------	------	------	--------	--------	-------

AA000256



相关政策

TERMS & CONDITIONS

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

截止日期: 2015年12月31日

AA000257

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

CLOSE OUT DATE: DEC. 31,2015

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



CONTACT
联系我们



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



Share this with your friends:

([/#facebook](#))

([/#twitter](#))

([/#google_plus](#))

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

AA000258



Recent Posts

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

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

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

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

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

Categories

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

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

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

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

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

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

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

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

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

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

Meta

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

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

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

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

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

InvestPro Realty
3553 S Valley View Blvd
Las Vegas NV 89103

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

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

AA000260

EXHIBIT 2B

EXHIBIT 2B

AA000261

3-1

APN 162-01-110-017

RECORDING REQUESTED BY:

WHEN RECORDED MAIL DEED
AND TAX STATEMENT TO:

TKNR INC
3553 South Valley View Boulevard
Las Vegas, NV 89105

Inst #: 20151009-0003684

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$487.05 Ex: #

10/09/2015 03:16:52 PM

Receipt #: 2577116

Requestor:

INVESTPRO REALTY

Recorded By: RYUD Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Trustee Sale No.
NV08000214-15-1

Title Order No. 97104860

TRUSTEE'S DEED UPON SALE

The undersigned Grantor declares:

- 1) The Grantee herein was not the foreclosing Beneficiary.
- 2) The amount of the unpaid debt together with costs was:
- 3) The amount paid by the Grantee at the Trustee sale was:
- 4) The documentary transfer tax is:
- 5) Said property is in the city of: LAS VEGAS

\$291,608.90

\$95,100.00

\$ 487.05

and **MTC Financial Inc. dba Trustee Corps**, herein called "Trustee", as Trustee (or as Successor Trustee) of the Deed of Trust hereinafter described, hereby grants and conveys, but without covenant or warranty, express or implied, to **TKNR INC**, herein called "Grantee", the real property in the County of Clark, State of Nevada, described as follows:

LOT 9 IN BLOCK 4 OF JUBILEE TRACT, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 4 OF PLATS, PAGE 28 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

This deed is made pursuant to the authority and powers given to Trustee (or to Successor Trustee) by law and by that certain Deed of Trust dated April 4, 2008, made to CECILIA HERNANDEZ, AN UNMARRIED WOMAN, AND FILOMENA HERNANDEZ AND PEDRO JIMENEZ, WIFE AND HUSBAND, ALL AS JOINT TENANTS and recorded on April 14, 2008, as Instrument No. 20080414-0001532, of official records in the Office of the Recorder of Clark County, Nevada, Trustee (or Successor Trustee) having complied with all applicable statutory provisions and having performed all of his duties under the said Deed of Trust.

All requirements of law and of said Deed of Trust relating to this sale and to notice thereof having been complied with. Pursuant to the Notice of Trustee's Sale, the above described property was sold by Trustee (or Successor Trustee) at public auction on **September 25, 2015** at the place specified in said Notice, to Grantee who was the

AA000262

highest bidder therefore, for **\$95,100.00** cash, in lawful money of the United States, which has been paid.

Dated: 9/30/15

TRUSTEE CORP



By: Miguel Ochoa, Authorized Signatory

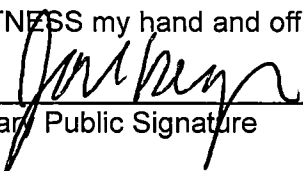
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA
County of ORANGE

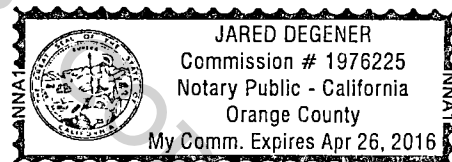
On 9-30-15 before me, Jared Degener, a notary public personally appeared MIGUEL OCHOA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Notary Public Signature



AA000263

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a. 162-01-110-017

b.

c.

d.

2. Type of Property:

- a. ☐ Vacant Land b. ☒ Single Fam. Res.
 c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
 e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
 g. ☐ Agricultural h. ☐ Mobile Home
☐ Other

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property

\$ 95,100.00

b. Deed in Lieu of Foreclosure Only (value of property)

()

c. Transfer Tax Value:

\$ 95,100.00

d. Real Property Transfer Tax Due

\$ 487.05

4. **If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature



Capacity

:

Grantor

Signature

Capacity

:

Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

 Brenda Unruh, Docs Processor
 c/o MTC Financial Inc., dba Trustee

Print Name: Corps

Address: 17100 Gillette Avenue

City: Irvine

State: CA

Zip: 92614

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: TKNR INC

Address: 3553 South Valley View Boulevard

City: Las Vegas

State: NV

Zip: 89105

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

AA000264

EXHIBIT 2C

EXHIBIT 2C

AA000265

14:01



2132 Houston Dr



Helen Chen

to Me



8/17/2017, 5:10 PM

Hi Frank and Marie,
I have send you the disclosures documents for
your signature, it is e-sign, please check.

For the items you requested for repairs, seller
just respond and seller will agree to repair the
following items:
Broken window glass;
Repair and refinish the inside drywall around the
AC;
Repair or replace the broken thermostat;
Plus \$300 credit to buyer for any other repairs.

Sincerely,



Helen Chen

Cell: 702-970-7777

Office: 702-997-3832

AA000266

14:03



回复: 2132 Houston Dr



Me

to helen0510c@gmail.com



8/18/2017, 7:32 AM

hi helen

i did not receive disclosual document yet. please resend.

seller must change kictchen and bath room outlet to GFI outlets and install CO alarm in the house. it is law requirements. we may not get loan if not installed. if seller can not do that, please provide additional 1000usd credit so we will install before closing.

frank.

[发自 Android 版 Yahoo 邮箱](#)

2017 年 8 月 17 日周四下午 5:10, Helen Chen
<helen0510c@gmail.com> 写道:

Show more

AA000267



EXHIBIT D

EXHIBIT D

AA000269

EXHIBIT 2E

EXHIBIT 2E

AA000270



Residential Fly...



Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Building Permits

www.ClarkCountyNV.gov/building

CLARK COUNTY

Permit Application Center
4701 W. Russell Road
Las Vegas, NV 89118

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029

OVERTON

Clark County Community Center
320 N. Moapa Valley Blvd.
Overton, NV 89040

Thinking about replacing your water heater or converting your garage into an office? Before you open your tool box, ask yourself one simple question: "Got Permits?" Even small home improvement projects may require a building permit. Faulty installations can cause fires, flood damage and other hazards, and also force you to make costly repairs when you sell your home. Permits - and the inspections that come with them - protect your family's safety and the value of your property by ensuring the work meets adopted building codes.

What is a building permit?

A building permit gives you legal permission to start construction of a building project in accordance with approved drawings and specifications. Building permits are required for construction work performed on any portion of a home's structural features, including the roof, frame, walls and foundation. Separate permits may be required for electrical, plumbing and mechanical work related to your project.

What types of home improvement projects

DON'T require building permits?

If your project involves new construction work or demolition of existing construction, you probably need a building permit. Common projects requiring building permits include:

- Attic, garage and basement conversions.
- Room additions, patio covers, sun rooms, carports and garages.

- Playhouses and sheds if the floor area is 120 square feet or more, or plumbing, mechanical or electrical features are included.
- Cutting new windows or doors, or widening existing openings.
- Removing or adding walls.
- Roofing when the roof load is increased.

What types of home improvement projects

DON'T require building permits?

- Painting and wall papering.
- Replacing or repairing floor coverings, cabinets, moldings and counter tops.
- Replacing stucco or drywall if the area replaced does not exceed 30 square feet.
- Replacing existing doors or windows if the openings aren't widened and/or are not part of a fire-rated wall.



Clark County Building Department

If I plan to do the construction work myself on my home, do I still need a building permit?

Yes. And you must own and occupy the home where you plan to do the work. Work on a home that's being leased or rented must be done by a licensed contractor.

application and any required plans for

The Building Department has several standard building designs available on our website to help in permitting common home improvement projects.





Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Mechanical Permits

www.AccessClarkCounty.com

CLARK COUNTY

Permit Application Center
4701 W. Russell Road
Las Vegas, NV 89118
Mon. - Fri, 7 a.m. - 5 p.m.
(702) 455-8010

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029
Mon. - Fri, 6:30 a.m. - 3:30 p.m.
(702) 298-2436

OVERTON

Clark County Community Center
320 N. Moapa Valley Blvd.
Overton, NV 89040
Mon. - Fri, 7 a.m. - 4 p.m.
(702) 397-8087

Thinking about replacing your water heater or converting part of your garage into an office? Before you open your tool box, ask yourself one simple question: "Got Permits?" Clark County's Department of Development Services can help. Even small home improvement projects may require a building permit. Faulty installations can cause fires, flood damage and other hazards, and also force you to make costly repairs when you sell your home. Permits - and the inspections that come with them - protect your family's safety and the value of your property by ensuring the work meets adopted building codes.

What is a mechanical permit?

Mechanical permits refer to construction work performed on any portion of a home's heating, cooling or exhaust systems. Separate permits may be required for building, electrical, and plumbing work involved with your project.

When can work start?

Work can begin after your permit is issued and you receive your approved plans for the project.

What types of home improvement projects

DO require a mechanical permit?

- Installing or Changing Any Part of a Heating or Cooling System
- Installing, Altering or Repairing Gas Piping Between the Meter and an Appliance

- Installing Bath Fans, Dryer Exhausts, Kitchen Range Exhausts and Other Mechanical Equipment

What types of home improvement projects

DON'T require mechanical permits?

- Using Portable Heaters, Ventilating Equipment, Cooling Units, and Evaporative Coolers
- Replacing Any Component of an Appliance Assembly (As long as no alteration occurs to its original installation or Development Services' original approval.)
- Replacing Compressors of the Same Rating



A CENTURY OF SERVICE

Clark County Development Services Department

Clark County Development Services Department

If I plan to do the work myself on my home's mechanical system, do I still need a permit?

Yes. To obtain a mechanical permit as an owner/builder, you must own and occupy the home

outside on a cement slab, a site plan is showing the location of the slab.

If your project involves the addition of square footage



← Plumbing Flye... 🔍 🏠 ⋮

Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Plumbing Permits

www.AccessClarkCounty.com

CLARK COUNTY

Permit Application Center
4701 W. Russell Road
Las Vegas, NV 89118
Mon. - Fri, 7 a.m. - 5 p.m.
(702) 455-8010

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029
Mon. - Fri, 6:30 a.m. - 3:30 p.m.
(702) 298-2436

OVERTON

Clark County Community Center
320 N. Moapa Valley Blvd.
Overton, NV 89040
Mon. - Fri, 7 a.m. - 4 p.m.
(702) 397-8087

Thinking about replacing your water heater or converting part of your garage into an office? Before you open your tool box, ask yourself one simple question: "Got Permits?" Clark County's Department of Development Services can help. Even small home improvement projects may require a building permit. Faulty installations can cause fires, flood damage and other hazards, and also force you to make costly repairs when you sell your home. Permits - and the inspections that come with them - protect your family's safety and the value of your property by ensuring the work meets adopted building codes.

What is a plumbing permit?

Plumbing permits refer to construction work performed on a home's plumbing system. Separate permits may be required for building, electrical and mechanical work related to your project.

What types of home improvement projects

DO require plumbing permits?

- Installing or Relocating Water Heaters or Water Softeners (*Permits now available online.*)
- Replacing Any Parts of Concealed Drains, Waste or Vent Pipes to Stop Leaks
- Relocating or Altering Plumbing in Existing Homes, Including Installation of New Sewers, Water Service or Gas Piping
- Gas Lines for Barbeques and Other Outdoor Appliances
- Replacing Bathtubs With Spas

What types of home improvement projects

DON'T require a plumbing permit?

- Replacing Similar Plumbing Fixtures in the Same Location (Provided valves and traps are not replaced or rearranged.)
- Clearing Stoppages or Repairing Leaks in Pipes, Valves or Fixtures (Provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.)

When can work start?

Work can begin after your permit is issued. Emergency water heater installations are allowed. In such cases, you must apply for a plumbing permit the next available business day.



A CENTURY OF SERVICE

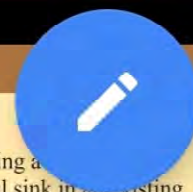
Clark County Development Services Department

Clark County Development Services Department

If I plan to do plumbing work myself on my home, do I still need a plumbing permit?

Yes. To obtain a plumbing permit as an owner/builder, you must own and occupy the home where you plan to

plumbing fixtures, such as converting a bathroom or installing an additional sink in an existing bathroom.





Electrical Flyer...



Got Permits?

PROTECT YOUR HOME IMPROVEMENTS



Residential Electrical Permits

www.AccessClarkCounty.com

CLARK COUNTY

Permit Application Center
4701 W. Russell Road
Las Vegas, NV 89118
Mon. - Fri, 7 a.m. - 5 p.m.
(702) 455-8010

LAUGHLIN

Regional Government Center
101 Civic Way
Laughlin, NV 89029
Mon. - Fri, 6:30 a.m. - 3:30 p.m.
(702) 298-2436

OVERTON

Clark County Community Center
320 N. Moapa Valley Blvd.
Overton, NV 89040
Mon. - Fri, 7 a.m. - 4 p.m.
(702) 397-8087

Thinking about replacing your water heater or converting part of your garage into an office? Before you open your tool box, ask yourself one simple question: "Got Permits?" Clark County's Department of Development Services can help. Even small home improvement projects may require a building permit. Faulty installations can cause fires, flood damage and other hazards, and also force you to make costly repairs when you sell your home. Permits - and the inspections that come with them - protect your family's safety and the value of your property by ensuring the work meets adopted building codes.

What is an electrical permit?

Electrical permits refer to construction work performed on a home's electrical system. In addition to an electrical permit, separate permits may be required for building, plumbing and mechanical work related to your project.

What types of home improvement projects

DO require an electrical permit?

- Installation or Alteration of Any Permanent Wiring or Electrical Device
- Additional Wiring to Install Indoor or Outdoor Outlets, Light Fixtures or Fans
- Installation of Receptacles for Garage Door Openers or Conversion From Fuse Box to Circuit Breakers
- Electricity for a Spa

What types of home improvement projects

DON'T require electrical permits?

- Replacing Existing Light Fixtures or Fans
- Repairing or Replacing Switches, Contactors or Control Devices
- Replacing Existing Electrical Installations With Installations of Same Type and Rating in Same Location
- Using Portable Motors or Appliances in Approved Outlets (Some portable heating or heating-cooling units may require an electrical permit if they provide minimum heating.)
- Temporary Decorative Lighting (such as holiday lighting)
- Installation of Low-Voltage (50 volts or less) Security Systems, Audio Speakers and Similar Home Systems



Clark County Development Services Department

Clark County Development Services Department

If I plan to do electrical work myself on my home, do I still need an electrical permit?

Yes. To obtain an electrical permit as an owner/builder, you must own and occupy the home where you plan to

If your project involves the addition of..., you will need to submit an electrical permit application as a sub-permit of a building permit application. See our "Single Family Residence & Guest House" permit

EXHIBIT 2F

EXHIBIT 2F

AA000275



AA000276



AA000277



AA000278



AA000279

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3



ARVIN CONSTRUCTION CO.

CERTIFIED REMODELING & GENERAL CONTRACTOR License #: 86070 Bid Limit: \$250,000

www.arvinconstruction.com

info@arvinconstruction.com

Declaration of Amin Sani

I am a licensed contractor in Nevada and have been retained as an expert witness by Plaintiff W L A B INVESTMENT, LLC in Case # A-18-785917-C regarding 2132 Houston Dr Las Vegas, NV 89104. This is a rental property which is not owner occupied.

Nevada law requires all work for the construction, alteration or repair of the property or any improvement on this property must be performed by a licensed contractor.

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

Executed on December 26, 2020

Amin Sani

President of Arvin Construction Co.

General Contractor License # 86070

Committed to excellence

3111 S Valley View Blvd Suite B214 Las Vegas Nevada 89102, Tel: (702)355-4757

Residential Recovery Fund Disclosure: Payment may be available from the residential recovery fund, if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violation of Nevada law by a contractor licensed in this state.

AA000281

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

1 BENJAMIN B. CHILDS, ESQ.
2 Nevada Bar # 3946
3 318 S. Maryland Parkway
4 Las Vegas, Nevada 89101
5 (702) 251 0000
6 Fax 384 1119
7 ben@benchilds.com
8 Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

9 W L A B INVESTMENT, LLC

10 Plaintiff

11 vs.

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

12 TKNR, INC, a California Corporation, and
13 CHI ON WONG aka CHI KUEN WONG, an individual, and
14 ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN
15 ZHONG LIN aka KENNETH ZHONG LIN aka WHONG
16 K.LIN aka CHONG KENNY LIN aka ZHONG LIN, an
17 individual, and LIWE HELEN CHEN aka HELEN CHEN,
18 an individual and YAN QIU ZHANG, an individual, and
19 INVESTPRO LLC dba INVESTPRO REALTY,
20 a Nevada Limited Liability Company, and
21 MAN CHAU CHENG, an individual, and
22 JOYCE A. NICKRANDT, an individual and
23 INVESTPRO INVESTMENTS I LLC, a Nevada Limited
24 Liability Company, and INVESTPRO MANAGER LLC,
25 a Nevada Limited Liability Company, and
26 Does 1 through 15 and Roe Corporations I - XXX

27 Defendants

28
29 SUPPLEMENT TO PLAINTIFF'S 16.1 EARLY CASE CONFERENCE DISCLOSURES
30 [additions in **BOLD**]

31 WITNESSES [16.1(a)(1)(A)]

- 32
33 1. PMK of TKNR, INC c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas,
34 NV 89117 702 481 9207.
35
36 Has information about the fact and circumstances of it's purchase, repair, and sale of the
37 Subject Property.
38

- 1 2. PMK of INVESTPRO LLC dba INVESTPRO REALTY [hereinafter Investpro] c/o Nikita R.
2 Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas, NV 89117 702 481 9207.
3 Has information about the fact and circumstances of TKNR's purchase, repair, and sale of
4 the Subject Property.
- 5 3. JOYCE A. NICKRANDT c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas,
6 NV 89117 702 481 9207.
7 Has information about the fact and circumstances of TKNR purchase, repair, and sale of the
8 Subject Property.
- 9 4. CHI ON WONG aka CHI KUEN WONG c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave.
10 # 250 Las Vegas, NV 89117 702 481 9207.
11 Has information about the fact and circumstances of it's purchase, repair, and sale of the
12 Subject Property. Mr. Wong owns and controls TKNR, INC and is the alter ego of TKNR.
13 TKNR was and is influenced and governed by Wong and received funds when TKNR was
14 dissolved in 2018.
- 15 5. ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN ZHONG LIN aka KENNETH
16 ZHONG LIN aka WHONG K.LIN aka CHONG KENNY LIN aka ZHONG
17 LIN [hereinafter Lin] c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas, NV
18 89117 702 481 9207.
19 Has information about the fact and circumstances of TKNR's purchase, repair, and sale of
20 the Subject Property. Mr. Lin has information as he was both TKNR's agent and Investpro's
21 Chief Executive Officer and agent. Mr. Lin was also Chief Executive Officer of INVESTPRO
22 INVESTMENT LLC and INVESTPRO MANAGER LLC. Lin is also founding chairman
23 of INVESTPRO MANAGER LLC. Lin is also the Chairman and founder of Investpro.
- 24 6. YAN QIU ZHANG c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas, NV
25 89117 702 481 9207.
26 Has information about the fact and circumstances of it's purchase, repair, and sale of the
27 Subject Property. Mr/Ms. Zhang was a manager and registered agent of Investpro.
28

1 7. LIWEI HELEN CHEN aka HELEN CHEN [Chen] c/o Nikita R. Burdick, Esq. 8360 W.
2 Sahara Ave. # 250 Las Vegas, NV 89117 702 481 9207.

3 Has information about the fact and circumstances of it's purchase, repair, and sale of the
4 Subject Property. Ms. Chen was a real estate agent employed, associated and/or the agent of
5 Investpro who represented Plaintiff as the buyer of the Subject Property. Chen was the
6 buyer's agent, representing Plaintiff.

7 8. PMK of INVESTPRO INVESTMENTS I LLC c/o Nikita R. Burdick, Esq. 8360 W. Sahara
8 Ave. # 250 Las Vegas, NV 89117 702 481 9207.

9 Has information about the fact and circumstances of funding for TKNR's purchase, repair,
10 and sale of the Subject Property. INVESTPRO INVESTMENTS I LLC is the Flipping Fund
11 described in the Amended Complaint.

12 9. PMK of INVESTPRO MANAGER LLC c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave.
13 # 250 Las Vegas, NV 89117 702 481 9207.

14 Has information about the fact and circumstances of funding for TKNR's purchase, repair,
15 and sale of the Subject Property. was at all relevant times a Nevada Limited Liability
16 Company. INVESTPRO MANAGER LLC presented and solicited investors for the Flipping
17 Fund described in the Amended Complaint. INVESTPRO MANAGER LLC managed
18 Investpro INVESTMENTS I LLC, the Flipping Fund, and also managed the renovation project
19 of the Subject Property prior to the sale of the Subject Property to Plaintiff. INVESTPRO
20 MANAGER LLC used TKNR as a sham owner of the Subject Property while in reality
21 INVESTPRO MANAGER LLC retained control of all decisions regarding the Subject
22 Property.

23 10. MAN CHAU CHENG c/o Nikita R. Burdick, Esq. 8360 W. Sahara Ave. # 250 Las Vegas,
24 NV 89117 702 481 9207.

25 Has information about the fact and circumstances of it's purchase, repair, and sale of the
26 Subject Property. Ms. Cheng was a manager of INVESTPRO MANAGER LLC and was a
27 founder of INVESTPRO MANAGER LLC.
28

11. PMK of W L A B INVESTMENT, LLC c/o Benjamin B. Childs, Esq. 318 S. Maryland Pkwy Las Vegas, Nevada 89101 phone (702) 385 3865
Expected to testify as to the facts and circumstances surrounding this litigation.

12. EXPERT

Amin Sani, President of Arvin Construction Co.

10524 Angel Dreams Ave Las Vegas, NV 89144 (702) 355 4757

General Contractor will testify to the unlicensed work on the Subject Property and the resultant damages. Itemized damages total \$650,000.

Mr. Sani's report is attached consisting of the following :

Document	Bates #
Narrative Report	164 - 173
Licenses/Resume/Fee disclosure	174 - 182
Pictures	183 - 193

Summary of the damages Mr. Sani itemizes in his report is set forth below.

Defect	Repair Cost (\$)
Structural Defects	150,000
Electrical System	70,000
Plumbing System	60,000
Sewer System	60,000
Heating System	15,000
Cooling System	60,000
Moisture/Water damage	40,000
Roof	70,000
Fungus/Mold	50,000
Flooring	25,000
Foundation	50,000
Total	650,000

DOCUMENT DISCLOSURES

Exhibit #	Bates Page #
1. Investpro advertising and solicitations	1 - 12
2. Trustee's Deed 10/09/2015	13 - 16
3. Texts dated 08/17/2017 and 08/24/2017	17 - 19
4. Flyers from Clark County re building permit requirements	20 - 24
5. Offer and Acceptance and Escrow Package	25 - 60
6. City of Las Vegas Inspection records	61 - 68
7. Flyers from City of Las Vegas re building permit requirements	69 - 83
8. California Secretary of State printouts and records for TKNR, Inc.	84 - 87
9. Repair estimates and receipts	88 - 152
10. Nevada Secretary of State printouts for Investpro Investments I LLC, Investpro Manager LLC, Investpro LLC	153 - 161
11. Nevada Real Estate Division printout for Joyce A. Nickrandt	162 - 163
12. EXPERT WITNESS REPORT OF Amin Sani	164 - 193

DAMAGES

- As to Defendant TKNR, Wong and INVESTPRO MANAGER LLC, pursuant to NRS 113.150, judgment jointly and severally for treble the amount necessary to repair or replace the defective part of the Subject Property. The amount necessary

1 to repair or replace the defective part of the Subject Property is **\$650,000.00 [see**
2 **Mr. Sani's itemization of damages]**. **Treble this amount is \$1,950,000.00.**

3 2. As to Defendants Investpro, Nickrandt and Chen, judgment jointly and severally for
4 compensatory damages in an amount of **\$650,000.00, plus exemplary and/or**
5 **punitive damages in the amount of three times \$ 650,000.00 [\$1,950,000.00] for**
6 **a total judgment sought of \$2,600,000.00.**

7 3. As to Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and
8 Lin, judgment jointly and severally for compensatory damages in an amount of
9 **\$650,000.00, plus exemplary and/or punitive damages in the amount of three**
10 **times \$ 650,000.00 [\$1,950,000.00] for a total judgment sought of**
11 **\$2,600,000.00.**

12 4. As to Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
13 INVESTMENTS I LLC, pursuant to NRS 207.470, judgment jointly and severally
14 for treble Plaintiff's actual damages, so judgment in the amount of **\$2,600,000.00.**

15 5. As to Defendant Chen, pursuant to NRS 645.257(1) judgment for Plaintiff's actual
16 damages, which amount is **\$650,000.00.**

17 6. As to Defendant Lin, pursuant to NRS 645.257(1) judgment for Plaintiff's actual
18 damages, which amount is **\$650,000.00..**

19 7. As to Defendant Investpro, pursuant to NRS 645.257(1) judgment for Plaintiff's
20 actual damages, which amount is **\$650,000.00.**

21 8. As to Defendant Nickrandt, pursuant to NRS 645.257(1) judgment for Plaintiff's
22 actual damages, which amount is **\$650,000.00.**

23 9. As to Defendants Investpro, Zhang, and Nickrandt, judgment jointly and severally
24 Plaintiff's actual damages, which amount is **\$650,000.00.**

25 10. As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR,
26 INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC,
27 judgment jointly and severally for Plaintiff's actual damages, which amount is of
28 **\$650,000.00, plus exemplary and/or punitive damages in the amount of three**

1 times \$ 650,000.00 [\$1,950,000.00] for a total judgment sought of
2 \$2,600,000.00.

3 13. As to Defendant Investpro, judgment for Plaintiff's actual damages, which
4 amount is \$650,000.00.

5
6 In addition to the compensatory damages, Plaintiff seeks an award of attorney fees
7 and costs, against all Defendants jointly and severally, which amount totals \$35,162.00
8 through August 14, 2020.

9
10
11 /s/ Benjamin B. Childs

12 _____
13 BENJAMIN B. CHILDS, ESQ.
14 Nevada Bar No. 3946
15 Attorney for Plaintiff

16
17
18
19
20
21
22
23
24
25
26
27
28
CERTIFICATE OF ELECTRONIC SERVICE

16 This SUPPLEMENT TO PLAINTIFF'S 16.1 EARLY CASE CONFERENCE
17 DISCLOSURES, with Exhibit 12, was served through the Odyssey File and Serve
18 system on August 14, 2020. Electronic service is in place of service by mailing.

19 /s/ Benjamin B. Childs, Sr.

20 _____
21 BENJAMIN B. CHILDS, Sr. ESQ.
22 NEVADA BAR # 3946
23
24
25
26
27
28

Expert Testimony Report

By

Amin Sani

President of Arvin Construction Co.

General Contractor License # 86070

RE : 2132 Houston Dr
 Las Vegas, NV 89104

a. Structure defect.

1. Three old small swamp coolers were removed without UBC required permits and inspections.
2. One 5-tons heat pump package unit systems on the one roof top area with ducting system for the whole building were installed without UBC required weight load and wind load calculations, permits and inspections.

Due to the 5-tons heat pump package unit being too big, too heavy and having control problems, later 5-tons heat pump package system were also removed without UBC required permits and inspections.

3. Two new 2-tons heat pump package units on the two roof top areas for Unit B and Unit C with two new ducting systems were installed without UBC required weight load and wind loan calculations, permits and inspections again.
4. Two new window holes on exterior walls were opened for two window cooling units in Unit A without UBC required structure calculation, permits and inspections.

All these roof top and wall modifications damaged the whole building structure.

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

The high moisture exhaust bathroom gas and from the washer/dryer combination unit exhaust gas were vented into ceiling without UBC required permits and inspections and this also damaged the building structure.

The new layers stuccos were putted on existing center block wall without UBC required permits and inspections. These add additional weight on exterior wall and cause wall cracking and sinking.

The recent inspection of the exterior wall found multiple cracks which indicates structural problems caused by the heavy weight load on the roof and wall.

The estimated cost for remove existing wall and footing and redone all walls, footings now is about \$150,000.

b. Electrical System

I found out that many new electric lines were added and many old electric lines were removed in apartments. One 220v power supply line for new 5-ton heat pump package unit was installed without permit and inspections.

Later, the 5-ton heat pump packaged unit power supply lines was removed and two new 220v power supply lines for two new 2 ton heart pump package units were installed without permits and inspections.

The two new 110 volt power supply line for two window cooling units for Unit A were also installed without permits and inspections. The new circle for new window AC in bedroom was tied in existing breaker. Two circle used one breaker which is illegal and not code permitted. Inside unit a break box was needed to upgrade to add additional circle breaker. All the electrical supply line addition and removal work were performed without code required electrical load calculation, permits and inspections.

The unlicensed and unskilled workers to do the electrical work and used low

quality materials and used inadequate electrical supply lines. This substandard work may lead electrical lines to overheat and cause fires in the attic when tenant electrical load is high.

The total cost to redone and replace all electrical system is about \$70,000 now.

c. Plumbing System.

I found that that many high pressure water supply lines were replaced to new PEX plastic line not original old copper line and swamp coolers water supply lines were removed and plugged without UBC required permits and inspections.

The unlicensed and unskilled workers who just plugged high pressure water supply lines at rooftop instead of at ground level and who did not remove the water supply lines on top of the roof, inside the attic and behind the drywall. In cold winter, the high pressure water line which was left inside the building may freeze and break the copper line and lead flooding in the whole building.

The unlicensed and unskilled workers to remove and plug natural gas lines for the natural gas wall furnaces without UBC required permits and inspections.

The unlicensed and unskilled workers with little knowledge of natural gas pipe connection requirements. The unlicensed and unskilled workers used the wrong sealing materials and these sealing materials may degrade and lead to natural gas leaks and accumulation inside the drywall and the attic which may cause an explosion or fire.

The unlicensed and unskilled workers to completely renovate all three

bathrooms in the Subject Property without UBC required permits and inspections. Some faucets and connections behind tile walls and drywall leak and are causing moisture conditions behind tile walls and drywalls.

The estimated cost to recheck, redone and replace old water supply and gas line system now will be \$60,000

d. Sewer System.

The subject property was built in 1954. Clay pipes were used at that time for sewer lines. The unlicensed and unskilled workers were used to snake the clay sewer pipes may break the clay sewer pipes and cause future tree root grown into sewer lines and clogs in sewer lines. Licensed contractors must be hired to snake sewer pipes. The recent clog in sewer line may also cause by broken sewer line due to wall cracking sinking too.

The estimated cost to replace sewer system now is about \$60,000

e Heating System

We found that the natural gas wall heating systems for unit A, B, C were disabled without UBC required permits and inspections. The unlicensed and unskilled workers with little knowledge about natural gas pipe connection requirements may used the wrong sealing materials. These sealing materials. may degrade and lead to a natural gas leak inside the drywall and the attic and may cause and explosion or fire. The recheck and reseal of natural gas lines and connection is required.

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

The estimated cost to recheck and removal old natural gas heating system is \$15,000

f. Cooling System

The old swamp cooler systems were removed without UBC required permits and inspections. The unlicensed and unskilled workers to disconnect water supply lines, cover swamp cooler ducting holes, and disconnect 110V electrical supply lines.

Further, as early as March of 2016, Air Supply Cooling installed one 5-ton new heat pump package unit with new rooftop ducting systems on one roof area to supply cooling and heating air to the whole building consisting of Unit A, Unit B and Unit C without UBC required weight load and wind load calculations, permits and inspections. The 5- ton heat pumps package unit was too big, too heavy and had control problems for whole building. It was removed without UBC required permits and inspections. In early June, 2017, The AIR TEAM to installed two new 2-ton heat pump package units, one each for Unit B and Unit C. The two window cooling units were also installed in Unit A's exterior walls. All of the above work was done without UBC required permits and inspections.

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

The estimate cost to remove existing roof top heat pump systems is about \$10,000.

To reduce roof weights and protect building structure, the total 10 mini splitters heat pump systems were required to put on the ground with estimated cost of \$50,000.

g. Moisture conditions and or water damage.

The high moisture bathroom exhaust vent and washer/dryer combination unit exhaust vent were vented into the ceiling attic area instead of venting outside the building roof without UBC required permits and inspections. The improper ventings caused high moisture conditions in ceiling and water damages in ceiling and attic. The high moisture conditions in the ceiling and attic destroyed ceiling insulations, damaged the roof decking, damaged roof trusses and damaged that roof structure supports.

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

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

h. Roof.

The roof of the Subject Property was damaged by changing roof top Heating, Cooling and Venting and ducting systems multiple times. The existing swamp coolers were removed from roof top and covered the swamp coolers ducting holes. A 5-ton heat pump package unit with a new ducting system on one roof top area was installed. Later The 5-ton heat pump package unit with part of the ducting system from the one roof top area was removed. The two 2-ton heat pump package units on the two roof top areas were installed. All of this renovation, demolition, and construction work was done without UBC required weight load and wind load calculations, permits and inspections.

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

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

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

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

h. Fungus or mold problems.

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

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

i. Flooring.

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

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

j. Problems with the land/foundation

The large quantities of floor tiles cracked and the floor buckled were found in apt units. This indicated that there have foundation problems likely due to heavy loads by the new HVAC systems and the venting of moisture into the ceiling and attic and new stuccos lays. Too

much weight loads on the walls caused exterior wall cracking.

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

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

ARVIN CONSTRUCTION

Licensed since October 11, 2019

License No. **0086070**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

AMIN ABDOLLAHI SANI, Managing
Member, QI

B-2 Residential and Small Commercial

LIMIT: **\$245,000**
EXPIRES: **10/31/2021**


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:



ARVIN CONSTRUCTION
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

LIC. NO.

0086070

EXPIRES:

10/31/2021

LIMIT:
\$245,000

Class: B-2

STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

ARVIN CONSTRUCTION
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

Miao v. TKNR, INC et al
Case # A-18-785917-C

Plaintiff's Expert Witness Disclosure

Page 174

AA000300

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

A C CAPTAIN LLC

Licensed since April 19, 2018

License No. **0083423**

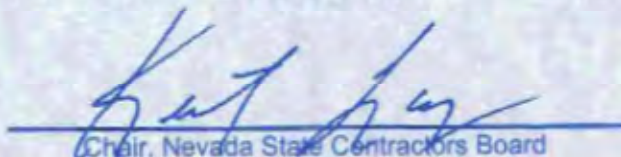
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

AMIN ABDOLLAHI SANI, Managing
Member, QI

C-21 Refrigeration and Air Conditioning

LIMIT: **\$100,000**
EXPIRES: **04/30/2022**


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN.

A C CAPTAIN LLC
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

LIC. NO.

0083423

EXPIRES:

04/30/2022

LIMIT:
\$100,000

Class: C-21

STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name: _____

License No: _____

Date: _____ By: _____

A C CAPTAIN LLC
10524 ANGEL DREAMS AVE
LAS VEGAS, NV 89144

Miao v. TKNR, INC et al
Case # A-18-785917-C

Plaintiff's Expert Witness Disclosure
Page 175

AA000301

۹۷۵۵۷۶

شماره



شماره دفتر مترجم

جمهوری اسلامی ایران

توضیح: این سند - اداره مترجمین رسمی

سهروردی جنوبی، بن بست المبین، پلاک ۱۵۹، طبقه سوم
 دارالترجمه رسمی اندیشه - تلفن و فاکس: ۸۸۷۲۲۲۲۳ - ۸۸۷۲۵۲۰۲
 Dr. Hassan Amirshahi - Official Translator
 of English & French to the Justice Ministry of the I.R.I
 ANDISHEH OFFICIAL TRANSLATION BUREAU
 Add.: No. 159, Afshin Alley, South Sohrvardi Ave,
 Tehran - IRAN - Tel & Fax: 88435202 - 88722223

Dr. H. Amirshahi, Official
 Translator to Justice Ministry

ISLAMIC AZAD UNIVERSITY

Photo of
 the holder
 affixed &
 sealed.



CERTIFICATE OF COMPLETION OF BACHELOR'S DEGREE PROGRAM

On the strength of the university charter approved on 03.11.1987 by the Cultural Revolution Supreme Council and the Single Article voted on 04.05.1988 by Islamic Consultative Assembly, whereas:

Mr. Amin Abdollahi Sani Lofabad, son of Parviz, holder of ID card No. 18690, issued at Ghom, born in 1975, successfully completed the **Bachelor's Degree Program in Civil Engineering (Hydraulics)**, having completed 147 credits and scored a G.P.A. of 12.15 in June, 2001 at **Islamic Azad University, Tehran South Branch**, the present certificate is conferred upon him.

President of University Unit - Signed & sealed,
 Chancellor of Islamic Azad University - Signed & sealed

Overleaf:

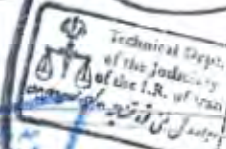
Registered under No. 477698, dated Sept.8.2002 in the register of diplomas at Graduates' Affairs Department of Islamic Azad University.

Graduates' Affairs Department
 Islamic Azad University
 (Signed & sealed)

True translation certified. 6
 24 Apr., 2006 S.Z



دکتر حسن امیرشاهی مترجم رسمی زبان انگلیسی
 به وزارت دادگستری - شماره پروانه ۲۹۷۳
 Dr. H. Amirshahi, Official
 Translator to Justice Ministry



The authenticity of
 the seal & signature
 of the official translator
 marked (X) is certified
 without any consideration
 of the contents

AA000302

AMIN SANI

PRESENT FOUNDER AND CEO ARVIN CONSTRUCTION CO.

(General Contractor License #86070)

CONSTRUCTION MANAGER, Project Manager | Construction Supervisor | Civil Engineer
10524 Angel Dreams Ave Las Vegas, NV 89144 (702) 355 4757

EXPERIENCE

2017 - PRESENT FOUNDER AND CEO ARVIN CONSTRUCTION CO. (General Contractor License #86070) and AC CAPTAIN LLC - LAS VEGAS, NEVADA

WWW.ARVINCONSTRUCTION.COM, WWW.ACCAPTAIN.COM

Licensed and bonded construction company. Arvin Construction Co. and AC Captain LLC are very successful service company in the state of Nevada, founded by Amin Sani, and professional workers, technicians hired and dispatch 7/24 to construct new buildings, to remodel old house, bath room, flooring and kitchens and also repair and install new HVAC systems based on two licensed (B-2 and C-21) issued by the state of Nevada. AC Captain LLC is a reputable 5-star company according to customers reviews on Yelp, Google and Home Advisor, fully founded and managed by Amin Sani is presently serving more than 400 commercial and residential customers.

2014 - 2017 CONSTRUCTION SUPERVISOR | PROJECT MANAGER WITH ME - LAS VEGAS, NEVADA WithMe is a Venture-Backed Startup Company that is the industry leader in building & designing Mobile & Micro Retail Modular Structures.

- Managed onsite contractors & field employees
- Maintained and updated CPM schedule at the job site

AA000303

- Oversaw and Managed delivery & Onsite Construction, Maintenance, & Repair of Mobile & Micro Units in Los Angeles, Chicago, San Francisco, Dallas, Summerlin, Virginia, & Portland
- Lead multiple construction projects and maintained subcontractor relationships.
- Identified and resolved field issues and change orders with ease.
- Advocated for a safe work environment and maintained an exceptional safety rating.
- Oversaw materials procurement and construction methods to ensure cost-effectiveness.
- Accurately managed all project documentation through completion including all permits.
- Thoroughly reviewed final product ensure the quality met set industry standards.
- Reported directly to the CEO and maintained high rapport with all colleagues.

TEAM ACCOMPLISHMENTS:

- 2015 Store of the Year / Retail Design Institute - 1st Place Common Area Retail / Retail Design Institute - Gold Award Pop Up Store / A R E Design Awards - The fixture of the Year / A R E Design Awards

2012 - 2014 BUSINESS SHAREHOLDER | RESIDENTIAL PROJECT FIELD

ENGINEER PARHAM ENGINEERING - TEHRAN, IRAN Parham Engineering was started by Amin Sani & Partners to build a residential apartment building in Tehran, Iran. We completed the apartment building within our projected timeline while employing & managing 40 people who worked on the project.

- Managed project from start to finish, including permitting, city inspections, excavation, foundation, structure, gas & water plumbing, interior and exterior walls, interior design, flooring, doors & windows, bathrooms & kitchen.
- Project Managed 6 + subcontractors, up to 40 people

- Referenced blueprints, repair manuals and parts catalogs for complex repairs.
- Ensured timeliness of all submittals and shop drawings.
- Scheduled contractors for projects and distributed work orders.
- Analyzed project documents and drawings, to recognize discrepancies between construction documents and actual conditions.
- Reviewed submittals and shop drawings for compliance with contract documents.

2010 - 2012 CONSTRUCTION COORDINATOR | MANAGER ALPINE GMBH

INTERNATIONAL ENGINEERING - DUBAI, UAE Was 1 of 4 Construction Coordinators & Managers of a \$110 million business park project. We built warehouses, employee living quarters, administration buildings, etc for the Oil & Gas industry in Dubai.

- Managed & Coordinated 22 field employees, 6 subcontractors, & 30 subcontractors employees.
- Led field supervision & project execution
- Constructed safety provisions including scaffolding, gang ladders, perimeter railings, fall protection, and temporary covers.
- Completed Quality Control Inspection of accommodations under renovation and reconstruction.
- Ensured renovations conform to local, state and federal building codes.
- Installed interior finish items including wall protection, doors, and hardware.

2008 - 2010 SUPERINTENDENT | FIELD ENGINEER UNIVERSITY TECHNOLOGY

OF MALAYSIA - KUALA LUMPUR, MALAYSIA Was the superintendent of a dorm

improvement project for the University of Technology of Malaysia. Oversaw improvements of dorm renovations, road & asphalt improvements, & outdoor landscaping.

- Oversaw & Managed team of 8 foreman & laborers
- Managed daily construction activities while meeting construction deadlines
- Read and interpret blueprints and construction documents to determine project directives.
- Ensured work was completed in accordance with quality standards and contract specifications.
- Reviewed progress and documented drawings during each phase of the project.
- Coordinated manufacturing, construction, installation and maintenance projects.
- Updated & managed time schedules and reports.

2004 - 2008 ESTIMATOR | DRAFTSMAN | PROJECT CONSTRUCTION MANAGER

ASCP CONTRACTING LLC - TEHRAN & UZBEKISTAN & AFGHANISTAN Project in Uzbekistan which was to build a water treatment facility which turns river water into drinking water for remote cities. Upon completion, moved to the second project for dam repair in Afghanistan repairing damaged parts of the Dam from the Russian / Afghan War from concrete to steel.

- Worked with construction administration consultants to plan field observations
- Digitally archived weekly progress and technical “Knowledge Base”
- Photographed all assigned projects.
- Provided safety kits to all construction personnel. (Both)
- Conducted routine quality audits to and initiated corrective actions.
- Scheduled all contractors, material deliveries, and reports. (Both)

- Managed Multicity project with 4 people on my team (Uzbekistan)
- Managed 10 laborers & 4 Admin Workers (Afghanistan)

CORE COMPETENCIES

- Civil Engineering
- Project Management
- Onsite Construction Management
- Field Construction
- Supervising Teams
- Subcontractor Management
- Start to Finish Project Execution
- Permitting & City Codes
- Residential Interior Construction
- Residential HVAC
- OSHA 30
- Autocad | Blueprints

EDUCATION

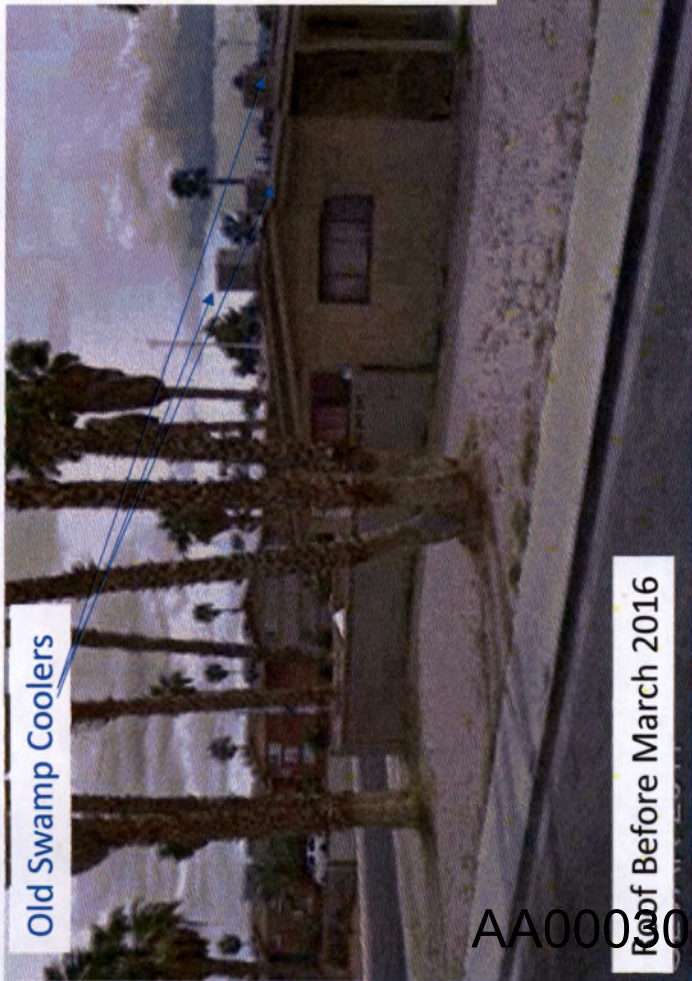
2008 - 2010 MBA BUSINESS MANAGEMENT UNIVERSITY OF TECHNOLOGY

KUALA LUMPUR, MALAYSIA

1999 - 2003 BACHELOR OF SCIENCE | CONSTRUCTION ENGINEERING UNIVERSITY
OF TEHRAN, IRAN

CHARGES

My hourly charge will be \$400/hour for consultation and court testimony



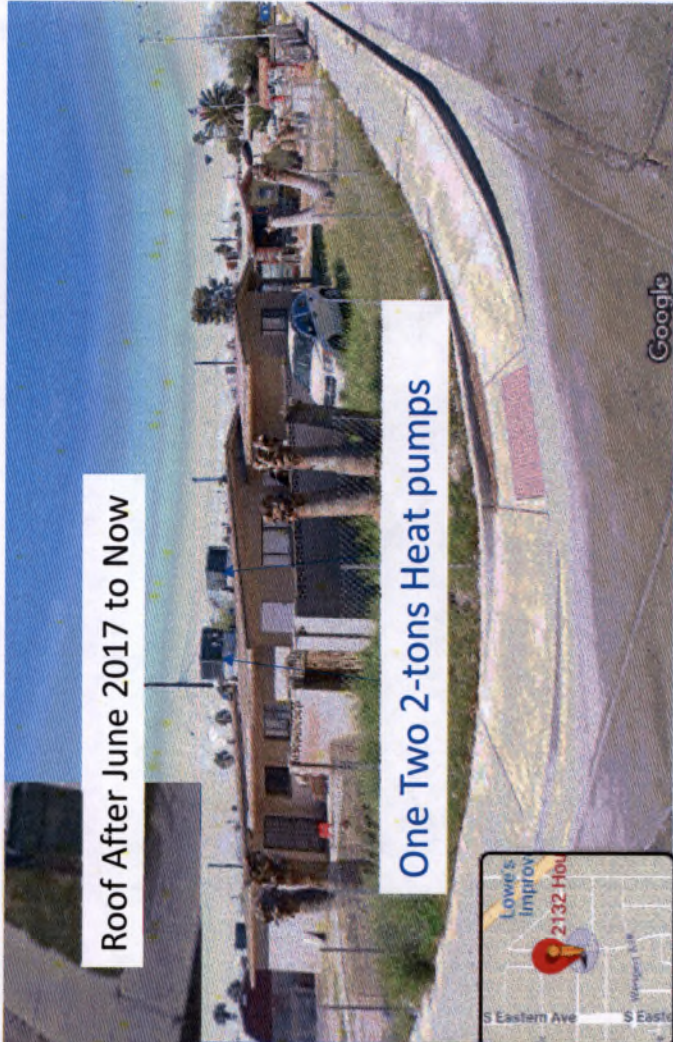
Old Swamp Coolers

Roof Before March 2016



One 5-ton Heat pump with ducting system

Roof Between March 2016 to June 2017



Roof After June 2017 to Now

One Two 2-ton Heat pumps

Three old small swamp coolers were removed. One 5 tons heat pump package unit systems on the one roof top area with ducting system. Two new 2 tons heat pump package units on the two roof top areas for Unit B and Unit C with two new ducting system were installed. No UBC required permits and inspections.

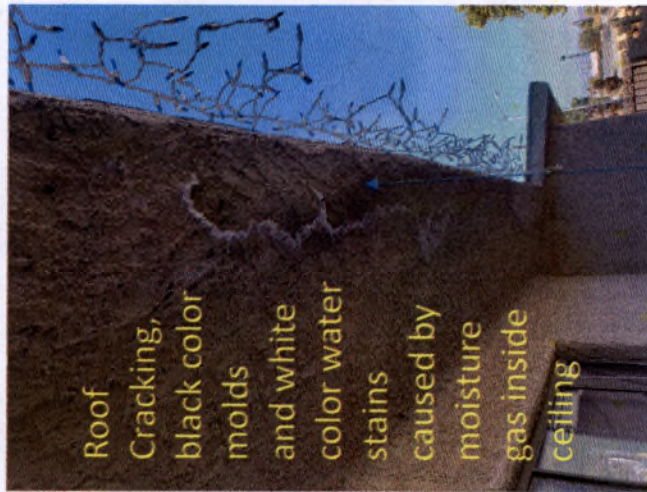


The roof was damaged by changing roof top HVAC and ducting systems multiple times.
Three Swamp Coolers to one 5-Ton Heat Pump to two 2-ton Heat Pumps No UBC required permits and inspections.

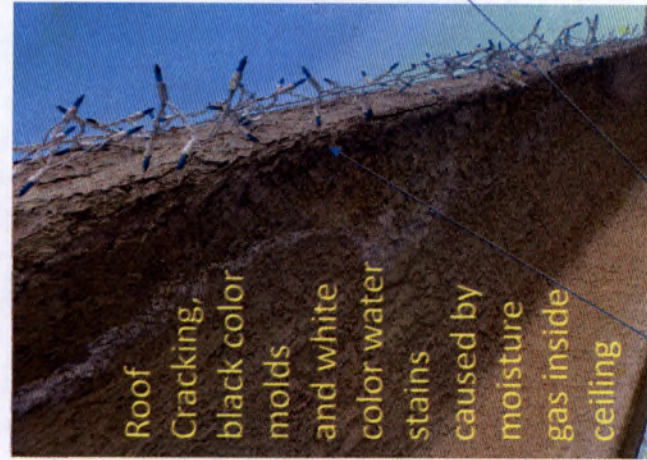
AA000310



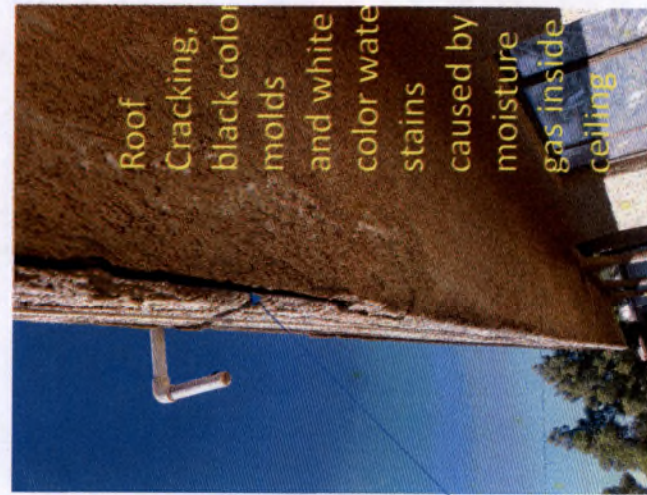
Vent into Ceiling



Roof
Cracking,
black color
molds
and white
color water
stains
caused by
moisture
gas inside
ceiling



Roof
Cracking,
black color
molds
and white
color water
stains
caused by
moisture
gas inside
ceiling



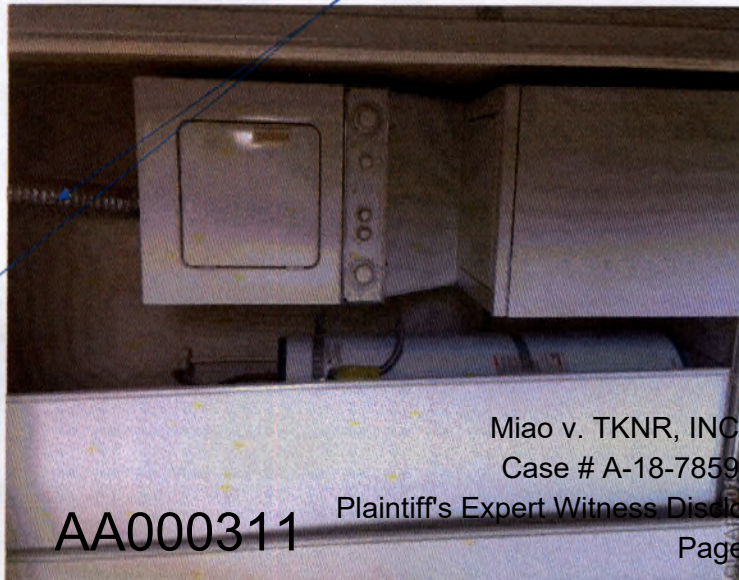
Roof
Cracking,
black color
molds
and white
color water
stains
caused by
moisture
gas inside
ceiling



Vent into Ceiling



The highly moisture exhaust gas from all bathrooms and from the all washer/dryer combination units were vented into ceiling unlawfully **without UBC required permits and inspections** and these also create mold, decay woods inside ceiling and roof and damaged the building structure.

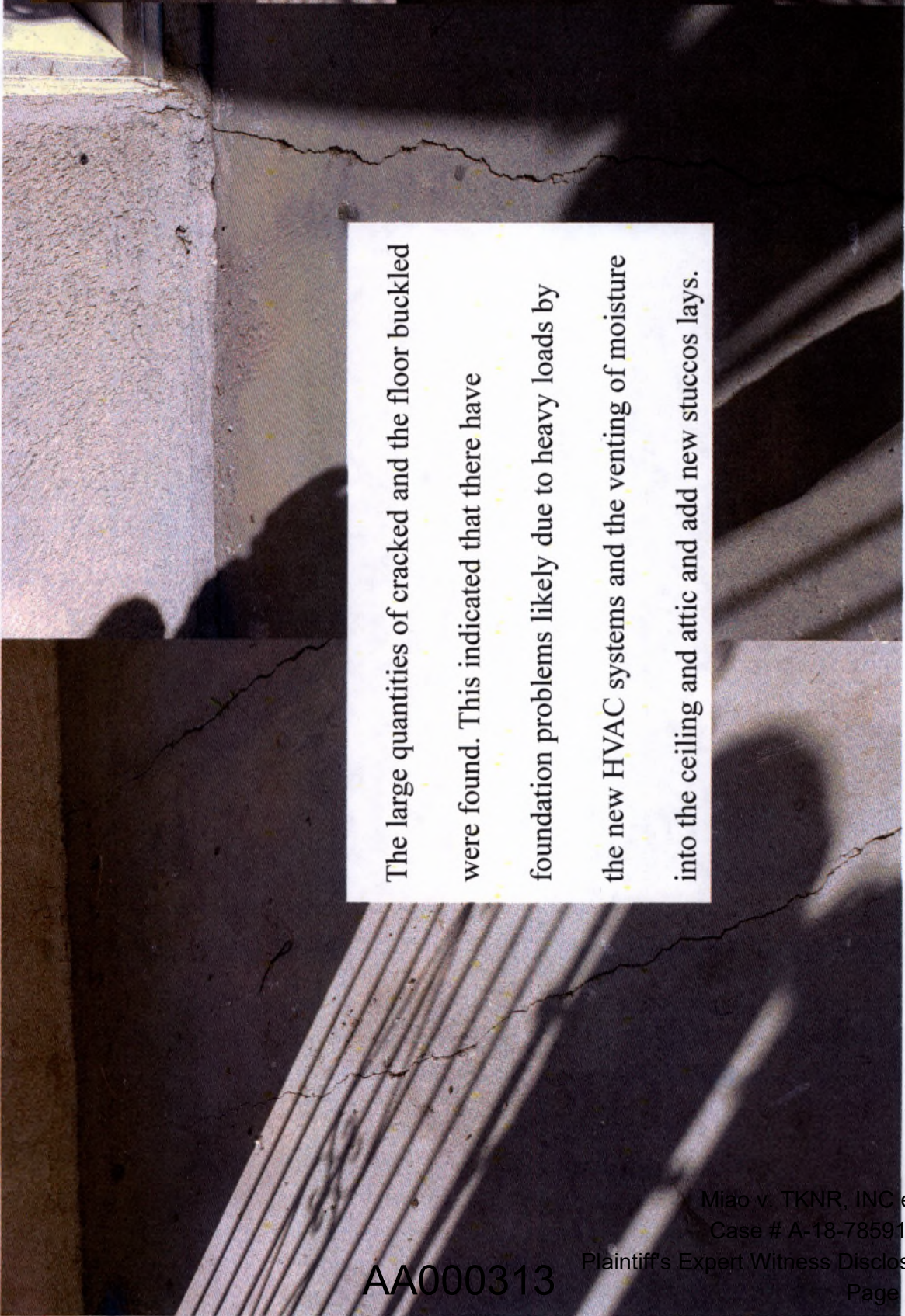


AA000311

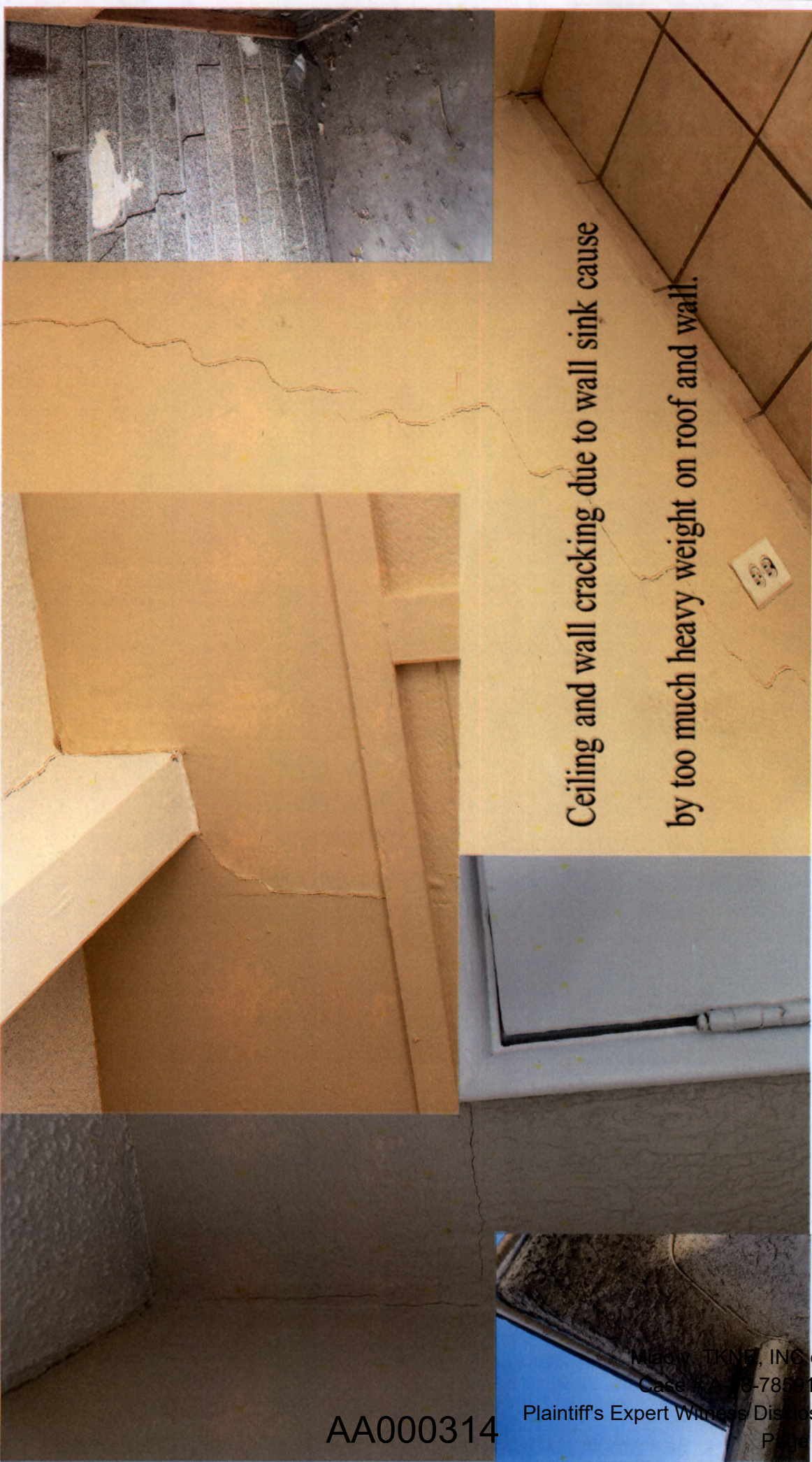


The new layers stuccos were putted on existing center block wall
without UBC required permits and inspections. These added
additional weight on exterior wall and cause wall cracking and sinking.

AA000312



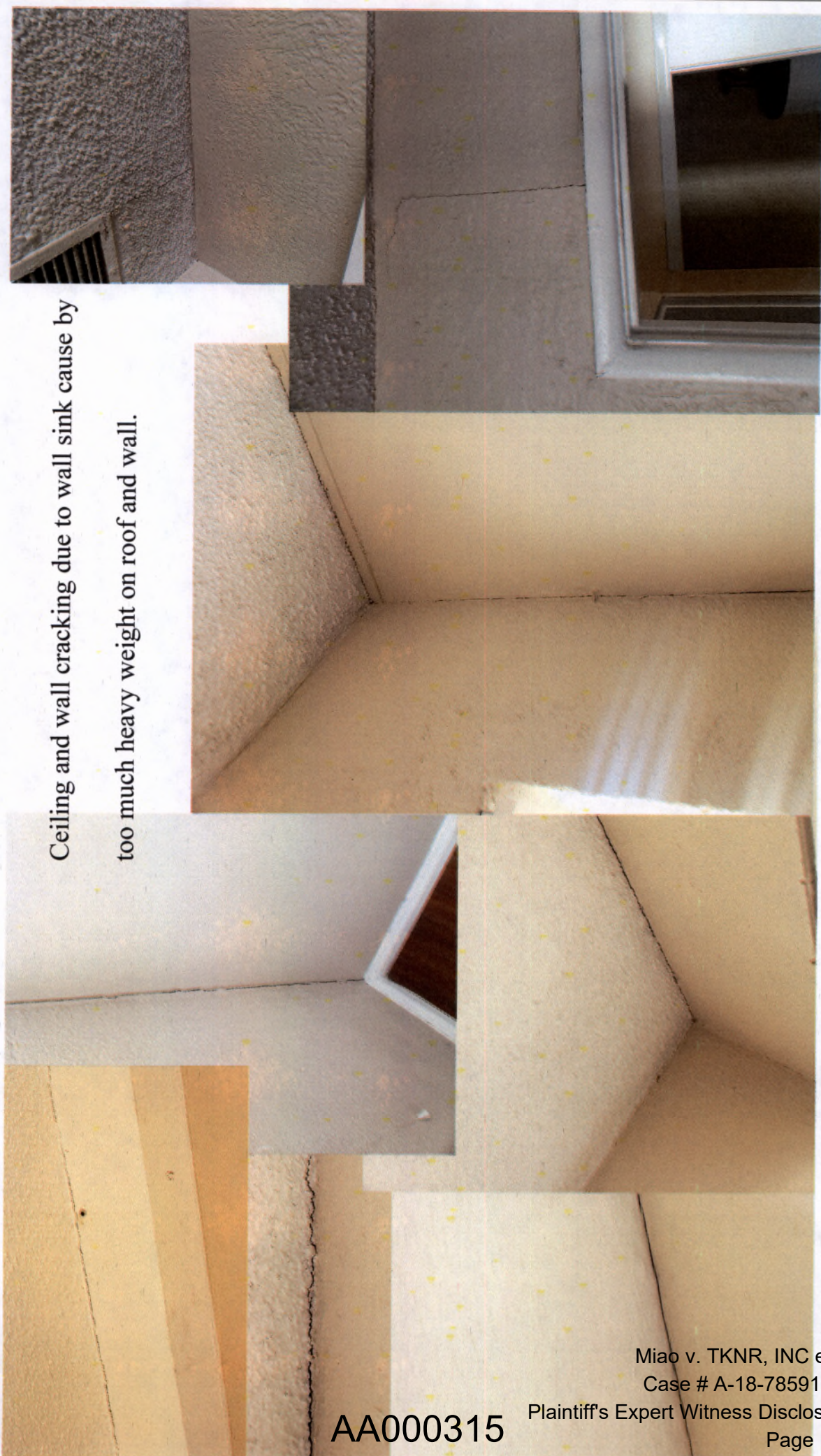
The large quantities of cracked and the floor buckled were found. This indicated that there have foundation problems likely due to heavy loads by the new HVAC systems and the venting of moisture into the ceiling and attic and add new stuccos lays.



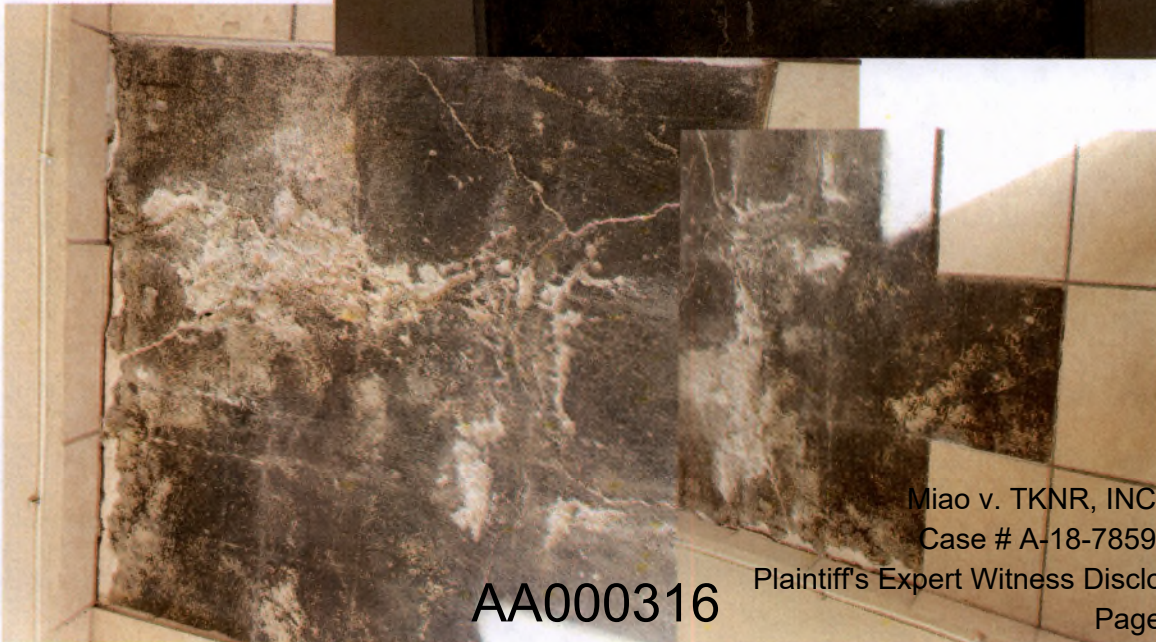
Ceiling and wall cracking due to wall sink cause
by too much heavy weight on roof and wall.

AA000314

Ceiling and wall cracking due to wall sink cause by
too much heavy weight on roof and wall.



AA000315



Mass quantities of floor ceramic tiles cracked and the floor buckled. Floor cracking and buckling due to wall sink cause by too much heavy weight on roof and wall.



AA000316

Two new window holes on exterior walls were opened for two window cooling units in Unit A **without UBC required structure calculation, permits and inspections.**



AA000317

The unlicensed and unskilled workers were used to snake the clay sewer pipes may break the clay sewer pipes and cause future tree root grown into sewer lines and clogs in sewer lines. The recent clogs in sewer line may also caused by broken sewer line due to wall cracking and sinking too.



AA000318



All three Kitchens and Three bathrooms renovated **without UBC required permits and inspections**. Some faucets and connections behind walls may leak and are causing moisture conditions behind walls.



EXHIBIT 5 EXHIBIT 5

EXHIBIT 5 EXHIBIT 5

1 SAO
2 BENJAMIN B. CHILDS, ESQ.
3 Nevada Bar # 3946
4 318 S. Maryland Parkway
5 Las Vegas, Nevada 89101
(702) 251 0000
6 Fax 385 1847
7 ben@benchilds.com
8 Attorney for Plaintiff/Counterdefendant

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff/Counterdefendant

vs.

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

Defendants/Counterclaimants

=====

AND RELATED ACTIONS

=====

STIPULATION AND ORDER FOR LEAVE TO FILE SECOND AMENDED
COMPLAINT

Plaintiff W L A B INVESTMENT, LLC , through his attorney Benjamin B. Childs,

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

Hearing date requested

1 and Defendants, through their attorney Michael B. Lee, stipulate that Plaintiff can file the Second
2 Amended Complaint, attached hereto as Exhibit 1.

3
4 /s/ Benjamin B. Childs

/s/ Michael B. Lee

5 BENJAMIN B. CHILDS

MICHAEL B. LEE

6 Nevada Bar # 3946

Nevada Bar # 10122

Attorney for Plaintiff

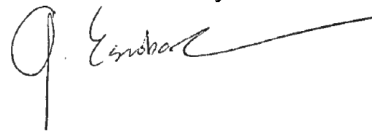
Attorney for Defendants

7
8 ORDER

9
10 Based on the stipulation of the parties, it is ORDERED that Plaintiff can file the Second
11 Amended Complaint, attached hereto as Exhibit 1. The issue being resolved, PLAINTIFF'S
12 MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT is vacated and
13 along with any hearing associated with that Motion.

14
15 IT IS SO ORDERED

Dated this 23rd day of November, 2020

16
17 

18
19 B4B 1A9 2B5B 6F76
20 Adriana Escobar
21 District Court Judge
22
23
24
25
26
27
28

WLAB v. Lin et al. - Motion for Leave to Amend**mike@mblnv.com <mike@mblnv.com>**

Sun 11/22/2020 2:56 PM

To: Ben Childs <ben@benchilds.com>**Cc:** 'Michael Matthis' <matthis@mblnv.com> 1 attachments (236 KB)

20201120 - SAO112020withexhibits.pdf;

Ben:

I have reviewed the stipulation you drafted related to amending your pleading. I consent to you affixing my e-signature to the stipulation and presenting it to the Court.

MICHAEL B. LEE, ESQ.mike@mblnv.com

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

Direct Line – 702.731.0244 Main Line: 702.477.7030 Fax: 702.477.0096

CONFIDENTIAL. This e-mail message and the information it contains are intended to be privileged and confidential communications protected from disclosure. Any file(s) or attachment(s) transmitted with it are transmitted based on a reasonable expectation of privacy consistent with ABA Formal Opinion No. 99-413. Any disclosure, distribution, copying, or use of this information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. If you have received this e-mail message in error, please notify the sender by e-mail at mike@mblnv.com and permanently delete this message. Personal messages express only the view of the sender and are not attributable to Michael B. Lee, P.C. **IRS Circular 230 Disclosure:** To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

AA000323

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

1 BENJAMIN B. CHILDS, ESQ.
2 Nevada Bar # 3946
3 318 S. Maryland Parkway
4 Las Vegas, Nevada 89101
5 (702) 251 0000
6 Fax 385 1847
7 ben@benchilds.com
8 Attorney for Plaintiff/Counterdefendant

9
10
11 EIGHTH JUDICIAL DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 W L A B INVESTMENT, LLC

14 Plaintiff/Counterdefendant

15 vs.

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

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

Defendants/Counterclaimants

=====

AND RELATED ACTIONS

=====

PROPOSED SECOND
AMENDED
COMPLAINT

Comes now Plaintiff W L A B Investment, LLC [hereinafter WLAB or
Plaintiff] and files this SECOND AMENDED COMPLAINT and for its causes of
action states as follows:

///

1 PLAINTIFF'S ALLEGATIONS OF FACT

2 A. IDENTITY OF DEFENDANTS

- 3
- 4 1. Defendant TKNR, INC, [hereinafter TKNR] was at all relevant times a
- 5 California Corporation doing business in Clark County, Nevada.
- 6 2. INVESTPRO LLC was at all relevant times a Nevada Limited Liability
- 7 Company dba INVESTPRO REALTY [hereinafter Investpro]. Investpro is a
- 8 real estate brokerage holding Nevada license # B.0144660.llc and a
- 9 property management company holding Nevada license # PM.0166824.bkr,
- 10 which licenses are registered to JOYCE A. NICKRANDT [herinafter
- 11 Nickrandt].
- 12 3. Nickrandt is a Nevada resident who, during all time relevant hereto, made
- 13 direct factual representations as TKNR's agent, WLAB's agent and
- 14 Investpro's agent. At all times relevant to this case, Nickrandt was a
- 15 manager of Investpro.
- 16 4. CHI ON WONG aka CHI KUEN WONG [hereinafter Wong] is a California
- 17 resident who owns and controls TKNR, INC and is the alter ego of TKNR.
- 18 TKNR was and is influenced and governed by Wong. There must is such a
- 19 unity of interest and ownership between Wong and TKNR that one is
- 20 inseparable from the other. Adherence to the fiction of separate entity
- 21 between Wong and TKNR would sanction a fraud or promote injustice.
- 22 5. ZHONG KENNY LIN aka KENNY ZHONG LIN aka KEN ZHONG LIN aka
- 23 KENNETH ZHONG LIN aka WHONG K.LIN aka CHONG KENNY LIN aka
- 24 ZHONG
- 25 LIN [hereinafter Lin] is a Nevada resident who, during all time relevant
- 26 hereto, made direct factual representations set forth below as both TKNR's
- 27 agent and Investpro's Chief Executive Officer and agent. At all times
- 28

relevant, Lin was also Chief Executive Officer of INVESTPRO INVESTMENT LLC and INVESTPRO MANAGER LLC. Lin is also founding chairman of INVESTPRO MANAGER LLC. Lin is also the Chairman and founder of Investpro.

6. YAN QIU ZHANG is a Nevada resident who, during all time relevant hereto, was a manager and registered agent of Investpro.
7. LIWEI HELEN CHEN aka HELEN CHEN [Chen] is a Nevada resident who, during all time relevant hereto, was a real estate agent employed, associated and/or the agent of Investpro who represented Plaintiff as the buyer of the Subject Property. Chen was the buyer's agent, representing Plaintiff.
8. INVESTPRO INVESTMENTS I LLC was at all relevant times a Nevada Limited Liability Company. INVESTPRO INVESTMENTS I LLC is the Flipping Fund described in below.
9. INVESTPRO MANAGER LLC was at all relevant times a Nevada Limited Liability Company. INVESTPRO MANAGER LLC presented and solicited investors for the Flipping Fund described below. INVESTPRO MANAGER LLC managed Investpro INVESTMENTS I LLC, the Flipping Fund, and also managed the renovation project of the Subject Property prior to the sale of the Subject Property to Plaintiff. INVESTPRO MANAGER LLC used TKNR as a sham owner of the Subject Property while in reality INVESTPRO MANAGER LLC retained control of all decisions regarding the Subject Property.
10. MAN CHAU CHENG is a Nevada resident who, during all time relevant hereto, was a manager of INVESTPRO MANAGER LLC and was a founder of INVESTPRO MANAGER LLC.
11. The true names of Defendants DOES 1 through 5 and ROE CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time.

1 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP
2 10 (a). Plaintiffs are informed and believe, and based on that information
3 and belief allege, that each of the Defendants designated as a DOE or ROE
4 is legally responsible for the events and happenings referred to in this
5 complaint, and/or unlawfully caused the injuries and damages to Plaintiff
6 alleged in this complaint, or who have an interest in the subject property as
7 set forth below. When their true names and capacities of Doe or Roe
8 Defendants are ascertained Plaintiff, if appropriate, will amend his
9 Complaint accordingly to insert the correct name and capacity herein.

10 12. The true names of Defendants DOES 6 through 10 and ROE
11 CORPORATIONS XI -XX, inclusive, are unknown to Plaintiff at this time.
12 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP
13 10 (a). Plaintiffs are informed and believe, and based on that information
14 and belief allege, that each of the Defendants designated as a DOE or ROE
15 were the recipients of the assets immediately before, at or following the
16 dissolution of Investpro INVESTMENTS I LLC in violation of NRS
17 CHAPTER 112 - Uniform Fraudulent Transfer Act. When their true names
18 and capacities of Doe or Roe Defendants are ascertained Plaintiff, if
19 appropriate, will amend his Complaint accordingly to insert the correct name
20 and capacity herein.

21 13. The true names of Defendants DOES 11 through 15 and ROE
22 CORPORATIONS XXI - XXX, inclusive, are unknown to Plaintiff at this
23 time. Plaintiff sues those Defendants by such fictitious names pursuant to
24 NRCP 10 (a). Plaintiffs are informed and believe, and based on that
25 information and belief allege, that each of the Defendants designated as a
26 DOE or ROE were the recipients of the assets immediately before, at or
27 following the dissolution of TKNR in violation of NRS CHAPTER 112 -
28 Uniform Fraudulent Transfer Act. When their true names and capacities of

1 Doe or Roe Defendants are ascertained Plaintiff, if appropriate, will amend
2 his Complaint accordingly to insert the correct name and capacity herein

3 14. This Court has jurisdiction and authority to issue judgment in this matter per
4 NRS 13.010.

5
6 B. TRANSACTIONS RESULTING IN THIS LAWSUIT
7

8 15. That on or about December 15, 2017 TKNR sold Plaintiff a parcel of real
9 property with a residential rental Unit A, Unit B and Unit C on it, specifically
10 the real property located at 2132 Houston Dr Las Vegas, NV, referred to
11 herein as the Subject Property. The Subject Property is a residential rental
12 income multifamily apartment.

13 16. Investpro was at all relevant times the property manager on behalf of
14 INVESTPRO MANAGER LLC and/or TKNR from September 30, 2015 to
15 December 15, 2017, on behalf of Plaintiff from December 15, 2017 to July
16 30, 2018 for the Subject Property.

17 17. Lin is the manager of a Flipping Fund and also represents himself as the
18 "CEO of Investpro Investment LLC & Investpro Manager LLC". The
19 Flipping Fund is represented in promotional material as follows :
20

21
22 FLIPPING FUND
23 INVESTPRO INVESTMENTS I LLC
24 PRESENT BY INVESTPRO MANAGER LLC
25 KENNY LIN
26 Phone : +1 (702) 726-0000
27 Email : zhong.kenny@gmail.com

- 28
1. TERM : 1-3 YEARS
 2. MINIMUM UNITS: \$50,000 MINIMUM, \$1000 PER UNIT.

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

CLOSE OUT DATE: DEC. 31,2015

WHAT'S FLIPPING FUND?

Flipping Fund is established by Investro Investments Foundation. The fund will be investing on purchasing value increasing real estates in Las Vegas. Once reached the term, the property will be sold out. Profits will be put back into the fund for investing another property.

18. INVESTPRO INVESTMENTS I LLC is the business entity used by Lin for the Flipping Fund. Lin is the Chief Executive Officer of INVESTPRO INVESTMENTS I LLC.
19. INVESTPRO MANAGER LLC is the business entity used by Lin to present and solicit investors and funds to the Flipping Fund. INVESTPRO MANAGER LLC was also the project manager for renovation of the Subject Property as described below. Lin is the Chief Executive Officer of INVESTPRO MANAGER LLC.
20. Prior to the sale of the Subject Property, INVESTPRO MANAGER LLC performed as a general contractor without being licensed as a general contractor in that INVESTPRO MANAGER LLC identified scope of renovation, demolition, and construction work, managed the renovation, demolition, and construction work on the Subject Property from soliciting

- 1 subcontractors bids, evaluating bids from subcontractor, awarding contracts
2 to subcontractors, monitoring subcontractor work and paying
3 subcontractors, handypersons and unlicensed workers. INVESTPRO
4 MANAGER LLC contracted for extensive renovation, demolition, and
5 construction work on the Subject Property.
- 6 21. INVESTPRO MANAGER LLC was the project manager for the renovation
7 of the Subject Property.
- 8 22. Investpro was also the real estate broker in the sale, representing both the
9 buyer [WLAB] and the seller [TKNR].
- 10 23. TKNR and it's agent Investpro marketed and listed for sale.
- 11 24. Seller's Real Property Disclosure Form was prepared, presented and
12 initialed by Lin on or about August 7, 2017.
- 13 25. TKNR failed to disclose one or more known condition(s) that materially
14 affect(s) the value or use of the Subject Property in an adverse manner, as
15 required by NRS Chapter 113, in a particular NRS 113.130.
- 16 26. TKNR and it's agent Investpro marketed and listed the Subject Property
17 for sale.
- 18 27. Factual statements from the August 7, 2017 Seller Real Property Disclosure
19 Form (SRPDF) are set forth in Paragraph 31 and the subsections thereof
20 state whe the disclosures were either inadequate or false. The SRPDF
21 states that it was prepared, presented and initialed by Kenny Lin.
- 22 28. All work on the Subject Property which is complained of herein was
23 performed at the direction of INVESTPRO MANAGER LLC and Investpro,
24 as TKNR's agent. Further, all work on the Subject Property which is
25 complained of herein occurred within two years prior to the sale to Plaintiff
26 and while the Subject Property was under TKNR's ownership and
27 INVESTPRO MANAGER, LLC's control.
- 28 29. Since the Subject Property is a residential rental apartment, to protect

1 tenants and consumers, the applicable local building code requires all
2 renovation, demolition, and construction work must be done by licensed
3 contractors with permits and inspections to ensure compliance with the
4 Uniform Building Code [UBC].

5 30. INVESTPRO MANAGER LLC is not a Nevada licensed general
6 contractor.

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

- 12
- 13 a. SRPDF stated that Electrical System had no problems or defects.
14 The fact is that many new electric lines were added and many old
15 electric lines were removed by Investpro Manager LLC . The swamp
16 coolers that were removed were supplied by 110 volt power supply
17 lines. Investpro Manager LLC first added one 220v power supply line
18 for one new 5 ton heat pump package unit on one roof top area for
19 the whole building for Unit A. Unit B and Unit C.
20 Investro Manager, LLC then removed the one year old 5 ton heat
21 pump packaged unit from the roof top with power supply lines and
22 added two new 220v power supply lines for two new 2 ton heart pump
23 package units, one each for Unit B and Unit C.
24 Inestpro Manager, LLC then added one new 110 volt power supply
25 line for two window cooling units for Unit A. The electrical system
26 load for Unit A was increased due to the installation of two new
27 cooling units and required 100 amp service, but the electrical service
28 was not upgraded to 100 amp service from the existing 50 amp

1 service. Failure to upgrade the electrical service caused the fuses to
2 be blown out multiple times during the cooling seasons of 2018. The
3 tenants in Unit A could not use air conditioning units in cooling
4 seasons of 2018, causing Unit A to be uninhabitable until the Unit A
5 electrical supply panel was upgraded to 100 amp service.

6 All the electrical supply line addition and removal work were
7 performed without code required electrical load calculation, permits
8 and inspections. To save money, minimize flipping cost, minimize
9 flipping time, maximize flipping fund profits, Investpro Manager LLC
10 used unlicensed and unskilled workers to do the electrical work and
11 used low quality materials used inadequate electrical supply lines.
12 Further, to save money, minimize flipping cost, minimize flipping time,
13 maximize flipping fund profits, Investpro Manager LLC used
14 unskilled workers who did not know the UBC requirements to do the
15 electrical work. This substandard work may lead electrical lines to
16 overheat and cause fires in the attic when tenant electrical load is
17 high.

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

- 24
25 b. SRPDF stated that Plumbing System had no problems or defects.
26 The fact is that that within two years prior to the sale to Plaintiff,
27 Investpro Manager LLC removed and plugged swamp cooler water
28 supply lines without UBC required permits and inspections. To save

1 money, minimize flipping cost, minimize flipping time, and maximize
2 flipping fund profits, Investpro Manager LLC used unlicensed and
3 unskilled workers who just plugged high pressure water supply lines
4 at rooftop instead of at ground level and who did not remove the water
5 supply lines on top of the roof, inside the attic and behind the drywall.
6 In cold winter, the high pressure water line which was left inside the
7 building may freeze and break the copper line and lead flooding in the
8 whole building.

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

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

21 Further, to save money, minimize flipping cost, minimize flipping time,
22 and maximize flipping fund profits, Investpro Manager LLC used
23 unlicensed and unskilled workers to completely renovate all three
24 bathrooms in the Subject Property without UBC required permits and
25 inspections. Some faucets and connections behind tile walls and
26 drywall leak and are causing moisture conditions behind tile walls and
27 drywalls.
28

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

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

17
18 d. SRPDF stated that Heating System had problems or defects.

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

28 Further, Investpro Manager LLC installed two electrical heat pump

1 heating systems without UBC required permits and inspections for
2 Unit B and Unit C. The Unit A does not have an electrical heat pump
3 heating system nor a natural gas wall furnace heating system now.
4 Unit A has to use portable electrical heaters.

- 5
- 6 e. SRPDF stated that the Cooling System had problems or defects
7 No full explanation was provided, as required. Investro Manager, LLC
8 removed old swamp cooler systems without UBC required permits and
9 inspections. To save money, minimize flipping cost, minimize flipping
10 time, and maximize flipping fund profits, Investpro used unlicensed
11 and unskilled workers to disconnect water supply lines, cover swamp
12 cooler ducting holes, and disconnect 110V electrical supply lines.
13 Further, as early as March of 2016, Investro Manager, LLC hired Air
14 Supply Cooling to install one five ton new heat pump package unit
15 with new rooftop ducting systems on one roof area to supply cooling
16 and heating air to the whole building consisting of Unit A, Unit B and
17 Unit C without UBC required weight load and wind load calculations,
18 permits and inspections. The five ton heat pumps package unit was
19 too big, too heavy and had control problems. To save money,
20 minimize flipping cost, minimize flipping time, and maximize flipping
21 fund profits, Investpro Manager LLC also used unlicensed and
22 unskilled workers to remove the one year old five ton heat pump
23 package unit with ducting system without UBC required permits and
24 inspections. All of this work was done without UBC required
25 structural calculation, permits and inspections.
26 Further, in early June, 2017, Investro Manager, LLC hired The AIR
27 TEAM to install two new two ton heat pump package units, one each
28 for Unit B and Unit C. Invespro Manager, LLC also used unlicensed

1 and unskilled workers to install two window cooling units in Unit A's
2 exterior walls. All of the above work was done without UBC required
3 permits and inspections.

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

15
16 f. SRPDF stated that Smoker detector had no problems or defects
17 During Plaintiff's inspection at August 10, 2017 afternoon, some
18 smoke detectors were missing.

19
20 g. SRPDF stated that no Previous or current moisture conditions and or
21 water damage.

22 To save money, minimize flipping cost, minimize flipping time, and
23 maximize flipping fund profits, Investro Manager, LLC used
24 unlicensed and unskilled workers to vent high moisture bathroom fan
25 exhaust and washer/dryer combination unit exhaust into the ceiling
26 attic area instead of venting outside the building roof without UBC
27 required permits and inspections. The improper ventings caused high
28 moisture conditions in ceiling attic and water damages in ceiling and

1 attic. The high moisture conditions in the ceiling attic destroyed ceiling
2 attic insulations, damaged the roof decking, damaged roof trusses
3 and damaged roof structure supports.

4 To saving money, minimize flipping cost, minimize flipping time, and
5 maximize flipping fund profits, Investpro Manager LLC used
6 unlicensed and unskilled workers to complete renovation to all three
7 bathrooms without UBC required permits and inspections. Some
8 faucets and connections behind tile walls and drywall leaks and
9 caused moisture conditions behind tile walls and drywalls.

10
11 h. SRPDF stated that there was no structure defect.

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

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

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

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

6 Further, Investpro Manager LLC's unlicensed and unskilled workers
7 used the space between two building support columns as a duct to
8 vent high moisture exhaust from the washer/dryer combination unit
9 exhaust vent from Unit A without UBC required permits and
10 inspections and this damaged the building structure.

11 The recent inspection of the exterior wall found multiple cracks which
12 indicates structural problems caused by the heavy load on the roof.

- 13
14 i. SRPDF marked Yes and NO for construction, modification,
15 alterations or repairs made without required state. city or county
16 building permits.

17 Defendants Lin, Investpro, as TKNR's agent, TKNR, and Wong did
18 not provide detailed explanations. All renovation, demolition, and
19 construction work was done by Investpro Manager LLC using
20 unlicensed, and unskilled workers without UBC required weight load
21 and wind load calculations, permits and inspections.

- 22
23 j. SRPDF stated that there were not any problems with the roof.

24 The roof of the Subject Property was damaged by changing roof top
25 HVAC units and ducting systems multiple times from October, 2015
26 to June, 2017. Investpro Manager LLC removed the existing swamp
27 coolers from roof top and covered the swamp coolers ducting holes.
28 Investpro Manager LLC added a five ton heat pump package unit with

1 a new ducting system on one roof top area in March, 2016.

2 Investpro the removed the one year old five ton heat pump package
3 unit with part of the ducting system from the one roof top area in June,
4 2017. Then Investpro Manager LLC added two two ton heat pump
5 package units on the two roof top areas in June, 2017. The work
6 damaged the roof of the Subject Property to such an extent that when
7 it rains the roof leaks. All of this renovation, demolition, and
8 construction work was done without UBC required weight load and
9 wind load calculations, permits and inspections and this damaged the
10 building roof structure.

11
12 k. SRPDF stated that no there were not any fungus or mold problems.
13 To save money, minimize flipping cost, minimize flipping time, and
14 maximize flipping fund profits, Investpro Manager LLC vented the
15 bathroom high moisture fans and the washer/dryer combination unit
16 exhaust vents into the ceiling and attic without venting outside of the
17 roof. All of this renovation, demolition, and construction work was
18 done without UBC required permits and inspections and this damaged
19 the building structure. After the purchase of the Subject Property,
20 Plaintiff discovered black color fungus mold was found inside ceiling
21 and attic.

22
23 l. SRPDF stated that there were not any other conditions or aspects of
24 the property which materially affect its value or use in an adverse
25 manner.

26 i. Problems with flooring.

27 To save money, minimize flipping cost, minimize flipping time,
28 and maximize flipping fund profits, Investpro Manager LLC

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

11 ii. Problems with the land/foundation.

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

18 iii. Problems with closet doors.

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

- 24
25 32. Plaintiff discovered the multiple defects and false or inaccurate statements,
26 as set forth above, after purchasing the property on December 15, 2017,.
27 33. After selling the property to Plaintiff, TKNR filed a dissolution with the State
28 of California in September, 2018 and it is unknown at this time to whom

TKNR disbursed its assets in the dissolution.

34. The assets distributed by TKNR as part of it's dissolution were all of TKNR's assets and were disbursed with the intent to default Plaintiff..

35. Investpro Investments I LLC filed a dissolution with the State of Nevada on January 28, 2019, after the initial Complaint was served. It is unknown at this time to whom Investpro Investments I LLC disbursed its assets in the dissolution.

36. The assets distributed by Investpro Investments I LLC as part of it's dissolution were all of Investpro Investments I LLC's assets and were disbursed with the intent to defraud Plaintiff.

FIRST CAUSE OF ACTION - RECOVERY UNDER NRS CHAPTER 113
[Defendants TKNR, Wong, and INVESTPRO MANAGER LLC]

37. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

38. Due to the false or inaccurate statements of TKNR, Wong, and INVESTPRO MANAGER LLC as the true owner of the Subject Property, and/or the failure to disclose the defects set forth above prior to the sale to Plaintiff, Plaintiff has been damaged in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), which amount will be set forth and proven at the time of trial.

39. Pursuant to NRS Chapter 113, Plaintiff is entitled to recover from TKNR, Wong and INVESTPRO MANAGER LLC treble the amount necessary to repair or replace the defective part of the property, together with court costs and reasonable attorney's fees.

40. It has been necessary for Plaintiff to retain the services of an attorney and to

1 incur other court costs to prosecute this action. Defendants should be
2 required to pay attorneys' fees and costs incurred by Plaintiff in this action.

3 41. Due to the violation of the requirements of NRS Chapter 113 by TKNR,
4 Wong and INVESTPRO MANAGER LLC, as set forth above prior to the sale
5 to Plaintiff, Plaintiff has been damaged in an amount in excess of Fifteen
6 Thousand Dollars (\$15,000.00), which amount will be set forth and proven
7 at the time of trial.

8
9 SECOND CAUSE OF ACTION - CONSTRUCTIVE FRAUD

10 [Defendants Investpro, Nickrandt and Chen]
11

12 42. Plaintiff realleges and incorporates herein all of the allegations previously
13 made in all previous paragraphs as though fully set forth herein.

14 43. Plaintiff was in a fiduciary or confidential relationship with Investpro,
15 Nickrandt and Chen for the purchase of the Subject Property.

16 44. Investpro, Nickrandt and Chen's representations set forth above were
17 deceptive or violated the confidence placed in them by Plaintiff.

18 45. Plaintiff reasonably relied on Investpro, Nickrandt and Chen's deceptive
19 representations set forth above or the expected disclosures from Investpro,
20 Nickrandt and Chen, which they did not provide.

21 46. Due to the constructive fraud of Investpro, Nickrandt and Chen set forth
22 above prior to the sale to Plaintiff, Plaintiff has been damaged in an amount
23 in excess of Fifteen Thousand Dollars (\$15,000.00), which amount will be
24 set forth and proven at the time of trial.

25 47. It has been necessary for Plaintiff to retain the services of an attorney and to
26 incur other court costs to prosecute this action. Defendants Investpro,
27 Nickrandt and Chen should be required to pay attorneys' fees and costs
28

1 incurred by Plaintiff in this action.

2
3 THIRD CAUSE OF ACTION - COMMON LAW FRAUD

4 [Defendants Investpro, INVESTPRO MANAGER LLC , TKNR, Wong and Lin]

5
6 48. Plaintiff realleges and incorporates herein all of the allegations previously
7 made in all previous paragraphs as though fully set forth herein.

8 49. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin
9 made misrepresentations of material fact regarding the Subject Property to
10 Plaintiff, as set forth above.

11 50. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin
12 had knowledge of the misrepresentations of material fact regarding the
13 Subject Property to Plaintiff, as set forth above.

14 51. Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong and Lin
15 intended to defraud Plaintiff.

16 52. Plaintiff reasonably relied on the misrepresentations of material fact
17 regarding the Subject Property made by Defendants Investpro, INVESTPRO
18 MANAGER LLC, TKNR, Wong and Lin.

19 53. Due to the the misrepresentations of material fact regarding the subject
20 property made by Defendants Investpro, INVESTPRO MANAGER LLC,
21 TKNR, Wong and Lin set forth above prior to the sale to Plaintiff, Plaintiff
22 has been damaged in an amount in excess of Fifteen Thousand Dollars
23 (\$15,000.00), which amount will be set forth and proven at the time of trial.

24 54. It has been necessary for Plaintiff to retain the services of an attorney and to
25 incur other court costs to prosecute this action. Defendants Investpro,
26 INVESTPRO MANAGER LLC, TKNR, Wong and Lin should be required to
27 pay attorneys' fees and costs incurred by Plaintiff in this action.
28

1 FOURTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

2 [Defendants TKNR, INVESTPRO MANAGER LLC , Wong, Investpro and Lin]

3
4 55. Plaintiff realleges and incorporates herein all of the allegations previously
5 made in all previous paragraphs as though fully set forth herein.

6 57. Defendant TKNR, through it's agents, Wong, Investpro, INVESTPRO
7 MANAGER LLC, and Lin made misrepresentations of material fact
8 regarding the Subject Property, as set forth above.

9 58. Defendant Wong is the alter ego of TKNR.

10 59. Defendants' actions constitute Fraudulent Inducement because :

11 (1) A false representation(s) was/were made to Plaintiff as set forth above;

12 (2) Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO
13 MANAGER LLC, and Lin had knowledge or belief that, as set forth above,
14 the representations were false or they had knowledge that they had
15 insufficient basis for making the representation;

16 (3) Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO
17 MANAGER LLC, and Lin intended to induce Plaintiff to complete the
18 purchase of the Subject Property;

19 (4) Plaintiff justifiably relied upon the misrepresentation of TKNR, through
20 it's agents, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin; and

21 (5) Plaintiff suffered damages resulting from such reliance.
22

23 60. Plaintiff has been damaged as a result of the fraudulent inducement of
24 TKNR, through it's agents, Wong, Investpro, INVESTPRO MANAGER LLC,
25 and Lin .

26 62. Due to the fraudulent concealment of material fact regarding the Subject
27 Property by

28 Defendants TKNR, through it's agents, Wong, Investpro, INVESTPRO

MANAGER LLC, and Lin as set forth above prior to the sale to Plaintiff, Plaintiff has been damaged in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), which amount will be set forth and proven at the time of trial.

63. It has been necessary for Plaintiff to retain the services of an attorney and to incur other court costs to prosecute this action. Defendants TKNR, Investpro, Investpro Manager LLC, and Lin should be required to pay attorneys' fees and costs incurred by Plaintiff in this action.

FIFTH CAUSE OF ACTION : FRAUDULENT CONCEALMENT

[Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin]

64. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

65. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin concealed or suppressed material facts as set forth above.

66. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin were under a duty to disclose the concealed facts.

67. Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin intentionally concealed or suppressed the concealed facts with the intention of defrauding Plaintiff.

68. Plaintiff did not know about the concealed facts and would have acted differently had they known.

69. Due to the concealment of material facts regarding the Subject Property made by

Defendants TKNR, Wong, Investpro, INVESTPRO MANAGER LLC, and Lin as set forth above prior to the sale to Plaintiff, Plaintiff has been

1 damaged in an amount in excess of Fifteen Thousand Dollars (\$15,000.00),
2 which amount will be set forth and proven at the time of trial.

3 70. It has been necessary for Plaintiff to retain the services of an attorney and to
4 incur other court costs to prosecute this action. Defendants TKNR, Wong,
5 Investpro, INVESTPRO MANAGER LLC, and Lin should be required to pay
6 attorneys' fees and costs incurred by Plaintiff in this action.

7
8 SIXTH CAUSE OF ACTION - BREACH OF FIDUCIARY DUTY

9 [Defendants Investpro and Nickrandt and Chen]
10

11 71. Plaintiff realleges and incorporates herein all of the allegations previously
12 made in all previous paragraphs as though fully set forth herein.

13 72. Defendants Investpro and Nickrandt and Chen owed a fiduciary duty to the
14 Plaintiff in acting as the real estate agent and/or broker for the Plaintiff.

15 73. Defendants Investpro and Nickrandt and Chen breached duties owed as a
16 fiduciary because Defendants Investpro and Nickrandt and Chen failed to
17 meet their duties owed to the Plaintiff, including without limitation, a duty to
18 conduct their obligations in a reasonable and customary manner consistent
19 with local standards, a duty to honestly inform the Plaintiff of the status and
20 facts of the purchases and sales, and a duty to meet their obligations as
21 agreed to in acting as a real estate agent and/or broker.

22 74. As a direct and proximate result of Plaintiff's reliance upon Defendants
23 Investpro and Nickrandt and Chen in acting as their fiduciary, Plaintiff has
24 suffered and will suffer general and consequential damages in excess of ten
25 thousand dollars (\$15,000), exclusive of costs and interest, in an amount to
26 be determined according to proof adduced at trial.

27 75. Plaintiff has further been required to retain the services of an attorney to
28

1 prosecute this action on its behalf, and as such are entitled to attorney's
2 fees and costs incurred in prosecuting this matter.

3
4 ///

5 SEVENTH CAUSE OF ACTION - RICO

6 [Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
7 INVESTMENTS I LLC]
8

9 76. Plaintiff realleges and incorporates herein all of the allegations previously
10 made in all previous paragraphs as though fully set forth herein.

11 77. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
12 INVESTMENTS I LLC engaged in criminal enterprise under the guise of a
13 real estate investment fund, the Flipping Fund, to commit fraud on Plaintiff
14 and at least one other individual by engaging in criminal activity by
15 contracting and managing renovation projects for the Subject Property, and
16 other properties, without a license.

17 78. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
18 INVESTMENTS I LLC engaged in criminal enterprise under the guise of a
19 real estate investment fund, the Flipping Fund, to commit fraud on Plaintiff
20 and at least one other individual by engaging in criminal activity by soliciting
21 money and running the Flipping Fund without a federal license from the
22 Security and Exchange Commission or a state license from the state of
23 Nevada.

24 79. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
25 INVESTMENTS I LLC used the proceeds of the above described activity to
26 purchase assets including, but not limited to, membership interest in TKNR.

27 80. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO
28

INVESTMENTS I LLC used the proceeds of the above described activity to pay Flipping Fund investors a promised 23.69% compound rate.

81. Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO INVESTMENTS I LLC used the proceeds of the above described activity to generate sales commissions for Investpro.

82. As a direct and proximate result of the actions of Defendants Lin, Cheng, INVESTPRO MANAGER LLC and INVESTPRO INVESTMENTS I LLC, Plaintiff has suffered and will suffer general and consequential damages in excess of ten thousand dollars (\$15,000), exclusive of costs and interest, in an amount to be determined according to proof adduced at trial.

83. Plaintiff has further been required to retain the services of an attorney to prosecute this action on its behalf, and as such are entitled to attorney's fees and costs incurred in prosecuting this matter.

EIGHTH CAUSE OF ACTION - DAMAGES UNDER NRS 645.257(1)

[Defendant Chen, Lin, Investpro and Nickrandt]

84. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

85. At all relevant times Investpro was the real estate broker for the purchase and sale of the Subject Property.

86. Investpro represented both the buyer and the seller in the transaction.

87. At all relevant times Chen was the employee or agent of Investpro.

88. At all relevant times Lin was the employee or agent of Investpro.

89. At all relevant times Nickrandt was the licensee of Investpro.

90. NRS 645.252(1)(a) imposes a duty on a "licensee acting as agent in real estate transaction" to disclose to Plaintiff "Any material and relevant facts,

1 data or information which the licensee knows, or which by the exercise of
2 reasonable care and diligence should have known, relating to the property
3 which is the subject of the transaction.”

4 91. The facts of the renovation project on the Subject Property set forth in
5 Paragraph 31 were material and relevant facts, data or information which
6 Chen knew, or which by the exercise of reasonable care and diligence
7 should have known.

8 92. Chen had an obligation under NRS 645.252(1)(a) to disclose the material
9 facts of the renovation project on the Subject Property as set forth in
10 Paragraph 31.

11 93. The facts of the renovation project on the Subject Property set forth in
12 Paragraph 31 were material and relevant facts, data or information which
13 Lin knew, or which by the exercise of reasonable care and diligence should
14 have known.

15 94. Lin had an obligation under NRS 645.252(1)(a) to disclose the material facts
16 of the renovation project on the Subject Property as set forth in Paragraph
17 31.

18 95. The facts of the renovation project on the Subject Property set forth in
19 Paragraph 31 were material and relevant facts, data or information which
20 Nickrandt knew, or which by the exercise of reasonable care and diligence
21 should have known.

22 96. Nickrandt had an obligation under NRS 645.252(1)(a) to disclose the
23 material facts of the renovation project on the Subject Property as set forth
24 in Paragraph 31.

25 97. Chen did not disclose the material facts of the renovation project on the
26 Subject Property as set forth in Paragraph 31 to Plaintiff.

27 98. Lin did not disclose the material facts of the renovation project on the
28 Subject Property as set forth in Paragraph 31 to Plaintiff.

1 99. Nickrandt did not disclose the material facts of the renovation project on the
2 Subject Property as set forth in Paragraph 31 to Plaintiff.

3 100. Plaintiff seeks judgment for actual damages against Chen pursuant to NRS
4 645.257(1).

5 101. Plaintiff seeks judgment for actual damages against Lin pursuant to NRS
6 645.257(1).

7 102. Plaintiff seeks judgment for actual damages against Nickrandt pursuant to
8 NRS 645.257(1).

9
10 NINTH CAUSE OF ACTION - FAILURE TO SUPERVISE, INADEQUATE
11 TRAINING AND EDUCATION

12 [Defendant Investpro, Zhang, and Nickrandt]
13

14 103. Plaintiff realleges and incorporates herein all of the allegations previously
15 made in all previous paragraphs as though fully set forth herein.
16

17 104. At all relevant times Lin and Chen were the employees or agents of
18 Investpro.

19 Nickrandt is the licensee of Investpro and Zhang is a manager of Investpro.

20 105. Investpro, Zhang, and Nickrandt failed to supervise their employees or
21 agents, Lin and Chen.

22 106. Investpro, Zhang, and Nickrandt failed to adequately train their employees
23 or agents, Lin and Chen to ensure that they complied with the law.

24 107. Investpro, Zhang, and Nickrandt failed to adequately educate their
25 employees or agents, Lin and Chen to ensure that they complied with the
26 law.

27 108. As a direct and proximate result of the actions of Defendants Investpro,
28 Zhang, and Nickrandt failure to supervise, adequately train or adequately

1 educate their employees or agents, Lin and Chen Plaintiff has suffered and
2 will suffer general and consequential damages in excess of ten thousand
3 dollars (\$15,000), exclusive of costs and interest, in an amount to be
4 determined according to proof adduced at trial.

5 109. Plaintiff has further been required to retain the services of an attorney to
6 prosecute this action on its behalf, and as such are entitled to attorney's
7 fees and costs incurred in prosecuting this matter.

8
9 TENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

10 [As to TKNR, Doe Defendants 6 - 10 and Roe Defendants XI - XX]

11
12 110. Plaintiff realleges and incorporates herein all of the allegations previously
13 made in all previous paragraphs as though fully set forth herein.

14 111. TKNR dissolved and transferred all of its assets to Doe Defendants 6 - 10
15 and/or Roe Defendants XI - XX

16 113. TKNR transferred all of it's assets to Doe Defendants 6 - 10 and Roe
17 Defendants XI - XX

18 (a) With actual intent to hinder, delay or defraud Plaintiff; or

19 (b) Without receiving a reasonably equivalent value in exchange for the
20 transfer or obligation, and TKNR:

21
22 (1) Was engaged or was about to engage in a business or a
23 transaction for which the remaining assets of the debtor were
24 unreasonably small in relation to the business or transaction; or

25 (2) Intended to incur, or believed or reasonably should have believed
26 that the TKNR would incur, debts beyond its ability to pay as they
27 became due.

28 114. Due to the actions of TKNR described above, Plaintiff seeks a declaratory

1 order attaching any judgment against TKNR to Doe Defendants 6 - 10
2 and/or Roe Defendants XI - XX.

3
4 ELEVENTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

5 [As to INVESTPRO INVESTMENTS I LLC, Doe Defendants 10 - 15 and Roe
6 Defendants XXI - XXX]

7
8 115. Plaintiff realleges and incorporates herein all of the allegations previously
9 made in all previous paragraphs as though fully set forth herein.

10 116. Investpro Investments I LLC dissolved and transferred all of its assets to
11 Doe Defendants 11 - 15 and/or Roe Defendants XXI - XXX

12 117. Investpro Investments I LLC transferred all of it's assets to Doe Defendants
13 11-15 and Roe Defendants XXI -XXX

14 (a) With actual intent to hinder, delay or defraud Plaintiff; or

15 (b) Without receiving a reasonably equivalent value in exchange for the
16 transfer or obligation, to INVESTPRO INVESTMENTS I LLC :

17 (1) Was engaged or was about to engage in a business or a
18 transaction for which the remaining assets of the debtor were
19 unreasonably small in relation to the business or transaction; or

20 (2) Intended to incur, or believed or reasonably should have believed
21 that INVESTPRO INVESTMENTS I LLC would incur, debts beyond
22 its ability to pay as they became due.

23
24 118. Due to the actions of INVESTPRO INVESTMENTS I LLC described above,
25 Plaintiff seeks a declaratory order attaching any judgment against
26 INVESTPRO INVESTMENTS I LLC to Doe Defendants 11-15 and/or Roe
27 Defendants XXI - XXX.
28

1 TWELVETH CAUSE OF ACTION : CIVIL CONSPIRACY

2 [As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR,
3 INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC]
4

5 119. Plaintiff realleges and incorporates herein all of the allegations previously
6 made in all previous paragraphs as though fully set forth herein.

7 120. All, or some combination of, Defendants MAN CHAU CHENG, Lin,
8 Investpro, Wong, TKNR, INVESTPRO INVESTMENTS I LLC and
9 INVESTPRO MANAGER LLC engaged in concerted action.

10 121. The concerted action engaged in by all, or some combination of, Defendants
11 MAN CHAU CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO
12 INVESTMENTS I LLC and INVESTPRO MANAGER LLC was intended to
13 accomplish an unlawful objective for the purpose of harming another.

14 122. Plaintiff was damaged by the act or acts of Defendants MAN CHAU
15 CHENG, Lin, Investpro, Wong, TKNR, INVESTPRO INVESTMENTS I LLC
16 and INVESTPRO MANAGER LLC and Plaintiff has suffered and will suffer
17 general and consequential damages in excess of ten thousand dollars
18 (\$15,000), exclusive of costs and interest, in an amount to be determined
19 according to proof adduced at trial.

20 123. Plaintiff has further been required to retain the services of an attorney to
21 prosecute this action on its behalf, and as such are entitled to attorney's
22 fees and costs incurred in prosecuting this matter.
23

24
25 THIRTEENTH CAUSE OF ACTION - BREACH OF CONTRACT

26 [As to Defendant Investpro]
27

28 124. Plaintiff realleges and incorporates herein all of the allegations previously

- 1 made in all previous paragraphs as though fully set forth herein.
- 2 125. At all relevant times Investpro was the real estate broker for the purchase
3 and sale of the Subject Property.
- 4 126. By written contract, Investpro represented both the buyer and the seller in
5 the transaction.
- 6 127. Pursuant to NRS 645.252(1)(a) Investpro was required to disclose to
7 Plaintiff "Any material and relevant facts, data or information which the
8 licensee knows, or which by the exercise of reasonable care and diligence
9 should have known, relating to the property which is the subject of the
10 transaction."
- 11 128. Investpro breached it's contractual duties as it failed to disclose material
12 and relevant facts, data or information which Investpro knew, or which by
13 the exercise of reasonable care and diligence should have known, relating
14 to the Subject Property.
- 15 129. Plaintiff was damaged by the act or acts of Investpro and Plaintiff has
16 suffered and will suffer general and consequential damages in excess of ten
17 thousand dollars (\$15,000), exclusive of costs and interest, in an amount to
18 be determined according to proof adduced at trial.
- 19 130. Plaintiff has further been required to retain the services of an attorney to
20 prosecute this action on its behalf, and as such are entitled to attorney's
21 fees and costs incurred in prosecuting this matter.
- 22

23 FOURTEENTH CAUSE OF ACTION - BREACH OF IMPLIED COVENANT OF
24 GOOD FAITH AND FAIR DEALING

25 [As to Defendant Investpro]

26

27

- 28 131. Plaintiff incorporates all previous paragraphs as though fully set forth

1 herein.

2 132. Every contract in Nevada has an implied covenant of good faith and fair
3 dealing which essentially forbids arbitrary, unfair acts by one party that
4 disadvantage the other.

5 133. As set forth Investpro breached the implied covenant of good faith and fair
6 dealing.

7 134. Plaintiff was damaged by the act or acts of Investpro and Plaintiff has
8 suffered and will suffer general and consequential damages in excess of ten
9 thousand dollars (\$15,000), exclusive of costs and interest, in an amount to
10 be determined according to proof adduced at trial.

11 135. Plaintiff has further been required to retain the services of an attorney to
12 prosecute this action on its behalf, and as such are entitled to attorney's
13 fees and costs incurred in prosecuting this matter.

14
15 FIFTEENTH CAUSE OF ACTION : ABUSE OF PROCESS

16 [As to all Defendants]

17
18
19 136. Plaintiff incorporates all previous paragraphs as though fully set forth
20 herein.

21 137. Following service of the initial Complaint, Defendants willfully embarked on
22 a pattern and strategy of deception and delay with an ulterior purpose other
23 than resolving this legal dispute and used the legal process to implement
24 this strategy, all of which is not proper in the regular conduct of this legal
25 proceeding, with specific examples being set forth below.

- 26 a. Stating in their Answer filed March 19, 2019 that they "are without
27 knowledge or information sufficient to form a belief as to the truth of
28 the allegation" that the assets distributed by Investpro Investments I

1 LLC as part of it's dissolution in January, 2019 [after the Complaint
2 was served] were all of Investpro Investments I LLC's assets.
3 Defendants, including state in their Amended Answer filed _____,
4 2020 the same baseless statement about lack of knowledge or
5 information about Investpro Investments I LLC. In fact, their
6 Amended Answer filed _____ doesn't even have an answer filed by
7 Investpro Investments I LLC.

- 8 b. Failing to provide ANY disclosure or discovery for Investpro
9 Investments I LLC
- 10 c. Failing to provide ANY disclosure or discovery for INVESTPRO
11 MANAGER LLC.
- 12 d. Filing a frivolous Motion for Summary Judgment on January 7, 2019
13 before discovery had even commenced.
- 14 e. Filing a Counterclaim for Abuse of Process over twenty months after
15 the Amended Complaint.
- 16 f. Filing a Third-Party Complaint against a mechanical The Air Team,
17 LLC d/b/a the Air Team Heating and Cooling, a Nevada Limited
18 Liability Company over 23 months after attaching the invoice to their
19 frivolous Motion for Summary Judgment filed on January 7, 2019.
- 20 g. Filing a Motion to Enlarge Discovery Deadlines on October 15, 2020,
21 fifteen days before the close of discovery, when discovery deadlines
22 had already been extended on May 28, 2020 due to the corona virus
23 situation. Defendants' Motion to Enlarge Discovery Deadlines on
24 October 15, 2020 was filed without a meet and confer conference in
25 violation of EDCR 2.34(d), was filed later than 21 days before the
26 discovery cut-off date in violation of EDCR 2.35(a), and was filed
27 directly to the District Court Judge instead of "to the Discovery
28 Commissioner in strict accordance with EDCR 2.35" as required by

the trial order filed June 26, 2020

- h. Failing to disclose a rebuttal expert within the deadline.
 - i. Repeatedly falsely stating, while knowing of the falsity, that Plaintiff did not inspect the Subject Property, knowing that Plaintiff had inspected the Subject Property and had made demands for repairs.
 - j. Asserting that the opinion of Plaintiff's expert witness, Amin Sani, create a basis for Abuse of Process when Mr. Sani was (1) timely disclosed as Plaintiff's expert witness in compliance with all legal rules and procedures and (2) is solely expressing an honest opinion with his scope of expertise.
 - k. Defendants have failed to disclose insurance coverage, as required by NRCP 16.1(a)(1)(D).
 - l Defendants abuse of the legal system is ongoing and because of the ongoing nature of Defendants' action, Plaintiff have will seek leave to amend the complaint to add any additional actions taken by Defendants after they occur.
138. Defendants engaged in the above identified actions within this wsuit for (1) an ulterior purpose other than resolving a legal dispute, and (2) a willful act in the use of the legal process not proper in the regular conduct of the proceeding. Posadas v. City of Reno, 109 Nev. 448, 452, 851 P.2d 438, 441 42 (1993).
139. The delay tactics, repeated knowing false statements, and questionable discovery tactics by Defendants is abuse of process.
140. The use of false, misleading statements about Plaintiff's "expert" is abuse of process.
141. Stating that "suing the Property Manager / Broker agents despite the clear language in the RPA related to both liability and limitation of damages is abuse of process" when (1) the allegations against Defendants have

1 ALREADY been the subject of Defendants' Motion for Summary Judgment,
2 which was denied and (2) the allegations against the Property Manager /
3 Broker have been clearly set forth is abuse of process.

4 142. Additional areas of abuse of process have not been yet obtained byway of
5 discovery and, additionally, are ongoing. When additional information of
6 evidence of Defendants' abuse of process is obtained, Defendants will
7 disclose such information accordingly.

8 143. In order to prosecute this action, Plaintiff had to retain attorneys to represent
9 it, and it is entitled to fair and reasonable attorneys' fees associated with
10 protecting its rights.costs incurred as foreseeable damages arising from
11 tortious conduct of abuse of process; as such, these fees are considered
12 special damages and must be pleaded as special damages pursuant to
13 Nevada Rule of Civil Procedure 9(g). International Indus. v. United Mtg. Co.,
14 96 Nev. 150, 606 P.2d 163 (1980) (failure to plead damages precluded
15 recovery); City of Las Vegas v. Cragin Industries, 86 Nev. 933, 478 P.2d
16 585 (1970) (fees not properly pleaded in the complaint); Brown v. Jones, 5
17 Nev. 374 (1870) (complaint must allege with distinctness fees resulting only
18 from dissolution of injunction). Plaintiff specially pleads for attorneys' fees to
19 meet the requirements set forth by the Nevada Supreme Court. Young v.
20 Nevada Title Co., 103 Nev. 436, 438, 744 P.2d 902, 903 (1987). The
21 attorneys' fees are the natural and proximate consequence of the injurious
22 conduct specified herein. Peterson v. Wiesner, 62 Nev. 184, 146 P.2d 789
23 (1944) (failure to distinguish fees incurred in wrongful attachment action
24 from fees incurred in collateral criminal case resulted in denial of fees as
25 damages). It has been necessary for Plaintiff to retain the services of an
26 attorney to prosecute this action, and Plaintiff should therefore be entitled to
27 an award of reasonable attorney's fees and costs.
28

1 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 2
3 1. As to Defendant TKNR, Wong and INVESTPRO MANAGER LLC, pursuant
4 to NRS 113.150, judgment jointly and severally for treble the amount
5 necessary to repair or replace the defective part of the Subject Property,
6 which amount is in excess of Fifteen Thousand Dollars (\$15,000), plus court
7 costs and reasonable attorney's fees;
- 8 2. As to Defendants Investpro, Nickrandt and Chen, judgment jointly and
9 severally for compensatory damages in an amount in excess of Fifteen
10 Thousand Dollars (\$ 15,000.00) plus for exemplary and/or punitive damages
11 in the amount of three times the compensatory damages awarded; and
- 12 3. As to Defendants Investpro, INVESTPRO MANAGER LLC, TKNR, Wong
13 and Lin, judgment jointly and severally for compensatory damages in an
14 amount in excess of Fifteen Thousand Dollars (\$ 15,000.00) plus for
15 exemplary and/or punitive damages in the amount of three times the
16 compensatory damages awarded; and
- 17 4. As to Defendants Lin, Cheng, INVESTPRO MANAGER LLC and
18 INVESTPRO INVESTMENTS I LLC, pursuant to NRS 204.470, judgment
19 jointly and severally for treble Plaintiff's actual damages, which amount is in
20 excess of Fifteen Thousand Dollars (\$15,000), plus attorney's fees in the
21 trial and appellate courts and costs of investigation and litigation reasonably
22 incurred; and
- 23 5. As to Defendant Chen, pursuant to NRS 645.257(1) judgment for Plaintiff's
24 actual damages, which amount is in excess of Fifteen Thousand Dollars
25 (\$15,000); and
- 26 6. As to Defendant Lin, pursuant to NRS 645.257(1) judgment for Plaintiff's
27 actual damages, which amount is in excess of Fifteen Thousand Dollars
28 (\$15,000); and

- 1 7. As to Defendant Investpro, pursuant to NRS 645.257(1) judgment for
2 Plaintiff's actual damages, which amount is in excess of Fifteen Thousand
3 Dollars (\$15,000); and
- 4 8. As to Defendant Nickrandt, pursuant to NRS 645.257(1) judgment for
5 Plaintiff's actual damages, which amount is in excess of Fifteen Thousand
6 Dollars (\$15,000); and
- 7 9. As to Defendants Investpro, Zhang, and Nickrandt, judgment jointly and
8 severally Plaintiff's actual damages, which amount is in excess of Fifteen
9 Thousand Dollars (\$15,000); and
- 10 10. For a declaratory order attaching any judgment against TKNR to Doe
11 Defendants 6 - 10 and/or Roe Defendants XI - XX; and
- 12 11. For a declaratory order attaching any judgment against INVESTPRO
13 INVESTMENTS I LLC to Doe Defendants 11-15 and/or Roe Defendants XXI
14 - XXX; and
- 15 12. As to Defendant MAN CHAU CHENG, Lin, Investpro, Wong, TKNR,
16 INVESTPRO INVESTMENTS I LLC and INVESTPRO MANAGER LLC,
17 judgment jointly and severally for Plaintiff's actual damages, which amount
18 is in excess of Fifteen Thousand Dollars (\$15,000) plus for exemplary
19 and/or punitive damages in the amount of three times the compensatory
20 damages awarded; and
- 21 13. As to Defendant Investpro, judgment for Plaintiff's actual damages, which
22 amount is in excess of Fifteen Thousand Dollars (\$15,000); and
- 23 14. As to all Defendants, judgment jointly and severally, for it's attorney fees
24 and court costs due to Defendants' abuse of process, which amount is in
25 excess of Fifteen Thousand Dollars (\$15,000) plus for exemplary and/or
26 punitive damages in the amount of three times the compensatory damages
27 awarded; and
28

1 15. For such other and further relief as the Court may deem just and proper

2

3 /s/ Benjamin B. Childs

4 BENJAMIN B. CHILDS, ESQ.

5 Nevada Bar No. 3946

6 Attorney for Plaintiff

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

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

CASE NO: A-18-785917-C

7 vs.

DEPT. NO. Department 14

8
9 TKNR Inc, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/23/2020

16 Katherine MacElwain

kmacelwain@nevadafirm.com

17 Michael Matthis

matthis@mblnv.com

18 John Savage

jsavage@nevadafirm.com

19 BENJAMIN CHILDS

ben@benchilds.com

20 Nikita Burdick

nburdick@burdicklawnv.com

21 Michael Lee

mike@mblnv.com

22 Bradley Marx

brad@marxfirm.com

23
24
25
26
27
28
AA000363

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

Burdick Law PLLC

Nikita R. Burdick Esq.
Nevada Bar No. 13384
6625 S. Valley View Blvd. Suite 232
Las Vegas, Nevada 89118
Telephone: (702) 481-9207
nburdick@burdicklawnv.com
Attorney for Defendants

**DISTRICT COURT
CLARK COUNTY, NEVADA**

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

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

Case No.: A-18-785917-C

Dept. No.: 14

**RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGTORIES TO
DEFENDANT TKNR, INC.**

Pursuant to NRCP 34(b), Defendants, TKNR INC., a California Corporation, and CHI
ON WONG aka CHI KUEN WONG, an individual, and KENNY ZHONG LIN, aka KEN
ZHONG LIN aka KENNETH ZHONG LIN aka WHONG K. LIN aka CHONG KENNY LIN
aka ZHONG LIN, an individual, and LIWE HELEN CHEN aka HELEN CHEN, an individual

1 and YAN QIU ZHANG, an individual, and INVESTPRO LLC dba INVESTPRO REALTY, a
2 Nevada Limited Liability Company, and MAN CHAU CHENG, an individual, and JOYCE A.
3 NICKRANDT, an individual, and INVESTPRO INVESTMENTS LLC, a Nevada Limited
4 Liability Company, and INVESTPRO MANAGER LLC, a Nevada Limited Liability Company
5 and JOYCE A. NICKRANDT (hereinafter collectively “Defendants”) in this case hereby files
6 this Response to Plaintiff’s First Set of Interrogatories to Defendant TKNR, Inc by WLAB
INVESTMENT, LLC (hereinafter “Plaintiff”) as follows:

7 INTERROGATORY NO. 1:

8 Identify the person responding to these Interrogatories, including:

- 9 (a) Your full name, including any names you have ever been known;
10 (b) Your birth date and place of birth;
11 (c) Your social security number;
12 (d) All addresses for the last ten (10) years and the dates you resided at each address;
13 (e) Your position within TKNR, INC or the nature of your association with TKNR,
14 INC.

15 RESPONSE TO NO. 1:

16 Objection, this question contains multiple sub-parts and should really be considered five
17 interrogatories rather than one Request. Without waiving said objection, TKNR responds as
follows:

- 18 (a) Chi On Wong;
19

1 (b) March 26, 1973;

2 (c) 124-88-0639;

3 (d) 428 Carbonia Avenue, Walnut, California 91789

4 (e) CEO

5 INTERROGATORY NO. 2:

6 Identify each person with knowledge of information related to the events leading up to
7 the Subject Occurrence and/or involving the Subject Occurrence, including each person's
8 name, present address, present telephone number, email address, and a complete summary of
each person's knowledge of the information.

9 RESPONSE TO NO. 2:

10 Objection, overly broad and unduly burdensome to name each individual that might
11 have information regarding any of the events leading up to the Subject Occurrence. Objection
12 vague and ambiguous as to what events the Request is referring to, for instance is it limited to
13 the acquisition and sale of the property or all the allegations in the Complaint, even those based
14 upon conjecture. Objection, hearsay as Defendant TKNR cannot speak as to what personal
15 knowledge each individual has. TKNR can only indicate what role they played and the topics
16 that they might have information regarding. Without waiving said objection, Defendant TKNR
responds by incorporating is NRCP 16.1 Disclosure be reference.

17 1. PMK OF WLAB INVESTMENTS LLC C/O Bradley M. Marx 601 S. Rancho
18 Drive, Suite B14, Las Vegas, Nevada 89106 (702) 900-2541

1 Has information regarding the facts and circumstances of the sale of the subject
2 property, waiver of inspections and transactions between the Parties.

3 2. MARIE ZHU, C/O Bradley M. Marx 601 S. Rancho Drive, Suite B14, Las Vegas,
4 Nevada 89106 (702) 900-2541

5 Has information regarding the facts and circumstances of the sale of the subject
6 property, waiver of inspections and transactions between the Parties.

7 3. GILBERTO GONZALEZ, 75 N. Ronald Lane, Las Vegas, Nevada 89110 (702)
8 443-6150

9 Has information regarding simple services conducted at the Subject Property that a
10 handyman is permitted to perform.

11 4. HELEN CHEN, 3601 W. Sahara Ave., Suite 101, Las Vegas, Nevada 89102 (702)
12 970-7777

13 Has information regarding the facts and circumstances of the sale of the subject
14 property, waiver of inspections and transactions between the Parties.

15 5. MICHAEL PERRY, (702) 812-8357

16 Upon information and belief, he is the loan officer to the buyer, Plaintiff, for the Subject
17 Property and has information regarding the facts and circumstances of the sale of the subject
18 property, waiver of inspections and transactions between the Parties.

19 ///

///

1 6. FRANK MIAO, 2300 Sewanee Lane, Arcadia, California 91007 (310) 463-0377

2 Is the buyer of the Subject Property and owner of WLAB and has information regarding
3 the facts and circumstances of the sale of the subject property, waiver of inspections and
4 transactions between the Parties.

5 7. SABINA O'KEEFE, 3185 St. Rose Pkwy #100, Henderson, Nevada 89052 (702)
6 458-8888

7 Upon information and belief, she was the selling agent for Anthony Gault, for the
8 Subject Property and has information regarding the facts and circumstances of the potential
9 prior sale of the subject property, waiver of inspections and transactions between the Parties.

10 8. LYNNETTE MARRUJO, 8915 S. Pecos Road #7149, Henderson, Nevada 89074
11 (702) 873-7020

12 Upon information and belief, she was the escrow officer for the transaction involving
13 the Subject Property and has information regarding the facts and circumstances of the sale of
14 the subject property, waiver of inspections and transactions between the Parties.

15 9. YESSI MENDOZA, 8915 S. Pecos Rd. #7149, Henderson, Nevada 89074 (702)
16 872-7020

17 Upon information and belief, she was an escrow officer with Lynnette Marrujo, for the
18 transaction involving the Subject Property and has information regarding the facts and
19 circumstances of the sale of the subject property, waiver of inspections and transactions
between the Parties.

1 10. MONIQUE WILSON, 3570 Camino Del Rio N. Suite 100, San Diego, California
2 92108 (877) 799-1031

3 Upon information and belief, she is a Senior Exchange Administrator and has
4 information regarding the facts and circumstances of the sale of the subject property, waiver of
5 inspections and transactions between the Parties.

6 11. MARIA REYES, 4520 S. Pecos Rd. Suite 1, Las Vegas, Nevada 89121 (702) 453-
7 8000

8 Upon information and belief, she was the selling agent for Georgia Danas-Suarez and
9 Carlos Suarez, for the Subject Property and has information regarding the facts and
10 circumstances of the potential prior sale of the subject property, waiver of inspections and
11 transactions between the Parties.

12 12. ANTHONY GAULET

13 Upon information and belief, he was a previous buyer, who cancelled the transaction.
14 He is believed to have information regarding the facts and circumstances of the potential sale of
15 the subject property, waiver of inspections and transactions between the Parties.

16 13. GEORGIA DANAS-SUAREZ

17 Upon information and belief, she was a previous buyer, who cancelled the transaction.
18 She is believed to have information regarding the facts and circumstances of the potential sale
19 of the subject property, waiver of inspections and transactions between the Parties.

///

///

1 14. CARLOS SUAREZ

2 Upon information and belief, he was a previous buyer, who cancelled the transaction.
3 He is believed to have information regarding the facts and circumstances of the potential sale of
4 the subject property, waiver of inspections and transactions between the Parties.

5 15. THE AIR TEAM, (702) 908-1766

6 Upon information and belief, this was the company that worked on the two-ton Air
7 Conditioning Unit at the Subject Property. The company is believed to have information
8 regarding the work conducted on the two-ton unit.

9 16. AIR SUPPLY COOLING, 3170 E. Sunset Road, Suite B, Las Vegas, Nevada
89120, (702) 688-9979

10 Upon information and belief, this was the company that worked on the five-ton Air
11 Conditioning Unit at the Subject Property. The company is believed to have information
12 regarding the work conducted on the five-ton unit.

13 Discovery is ongoing and Defendant TKNR reserves the right to supplement this response as
14 more information becomes available.

15 INTERROGATORY NO. 3:

16 Please set forth what individuals had authority to act in Your name with respect to the
17 Subject Property.

18 ///

19 ///

1 RESPONSE TO NO. 3:

2 INVESTPRO REALTY was TKNR Inc.'s (hereinafter "TKNR") property management
3 company and Zhong Lin (hereinafter "Lin") was his realtor. Both INVESTPRO REALTY and
4 LIN had the authority to act related to the Subject Property.

5 INTERROGATORY NO. 4:

6 Please describe how long You have owned rental property in Southern Nevada.

7 RESPONSE TO NO. 4:

8 TKNR has owned the rental property in Southern Nevada since September, 2015.

9 INTERROGATORY NO. 5:

10 Please describe other rental properties You own or have owned in Southern Nevada in
11 the last 5 years.

12 RESPONSE TO NO. 5:

13 TKNR owns 2131 Houston Drive, Las Vegas, Nevada 89104. WONG does not
14 currently own any other rental properties in Southern Nevada or has not in the last five years.

15 INTERROGATORY NO. 6:

16 Please identify any claims or lawsuits You have been a part of in the five years before
17 the Subject Occurrence to current.

18 RESPONSE TO NO. 6:

19 TKNR has not been part of any other claim or lawsuit in the past five years.

///

1 INTERROGATORY NO. 7:

2 Please identify the real estate agent that assisted You in the marketing or sale of the
3 Subject Property.

4 RESPONSE TO NO. 7:

5 The real estate agent that assisted TKNR in the marketing or sale of the Subject
6 Property was ZHONG LIN.

7 INTERROGATORY NO. 8:

8 Please describe all work performed on the heat pumps on the Subject Property for the
9 five years prior to the Subject Occurrence.

10 RESPONSE TO NO. 8:

11 Objection, vague and ambiguous as to what “heat pumps” the Request is referring to
12 and specifically what HVAC unit it is referring to. Without waiving said objection, a licensed
13 contractor installed a two-ton and five-ton unit and if the heat pump heating system was
14 replaced then it would have been done by the licensed contractor, which would have not
15 knowledge of what exactly was done. The invoices for both jobs were produced in the NRCP
16 16.1 disclosure and in response to the First Request for Production of Documents for Defendant
TKNR. The contractor that installed the two-ton unit is The Air Team and the contractor that
installed the five-ton unit is Air Supply Cooling.

17 Discovery is ongoing and Defendant TKNR reserves the right to supplement this response as
18 more information becomes available.

19 ///

1 INTERROGATORY NO. 9:

2 Please identify the person or company you contracted with to improve/ replace the
3 Subject Property's heat pumps.

4 RESPONSE TO NO. 9:

5 Objection, vague and ambiguous as to what "heat pumps" the Request is referring to
6 and specifically what HVAC unit it is referring to. Without waiving said objection, a licensed
7 contractor installed a two-ton and five-ton unit and if the heat pump heating system was
8 replaced then it would have been done by the licensed contractor, which would have not
9 knowledge of what exactly was done. The invoices for both jobs were produced in the NRCP
10 16.1 disclosure and in response to the First Request for Production of Documents for Defendant
11 TKNR. The contractor that installed the two-ton unit is The Air Team and the contractor that
12 installed the five-ton unit is Air Supply Cooling.

11 INTERROGATORY NO. 10:

12 Please describe all work performed on the Subject Property's window air conditioning
13 units.

14 RESPONSE TO NO. 10:

15 There was only one window simple wall unit that was replaced. It was not the
16 installation of an HVAC system. The wall unit was purchased at Home Depot and installed.

17 INTERROGATORY NO. 11:

18 Please identify the person or company You contracted with to improve/replace the
19 Subject Property's air conditioning pumps.

1 RESPONSE TO NO. 11:

2 Objection, vague and ambiguous as to what “air conditioning pumps” the Request is
3 referring to and specifically what HVAC unit it is referring to. Without waiving said objection,
4 a licensed contractor installed a two-ton and five-ton unit and if air conditioning pumps were
5 replaced then it would have been done by the licensed contractor, which would have not
6 knowledge of what exactly was done. The invoices for both jobs were produced in the NRC
7 16.1 disclosure and in response to the First Request for Production of Documents for Defendant
8 TKNR. The contractor that installed the two-ton unit is The Air Team and the contractor that
9 installed the five-ton unit is Air Supply Cooling.

10 Discovery is ongoing and Defendant TKNR reserves the right to supplement this
11 response as more information becomes available.

12 INTERROGATORY NO. 12:

13 Please identify the number and date for permits that were obtained for the electrical
14 system improvements to the Subject Property.

15 RESPONSE TO NO. 12:

16 No electrical system improvements were done on the Subject Property to the best of
17 TKNR’s knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
18 supplement this response as more information becomes available

19 INTERROGATORY NO. 13:

 Please identify the date that county and/or city inspections of the electrical system
improvements to the Subject Property took place.

1 RESPONSE TO NO. 13:

2 No electrical system improvements were done on the Subject Property to the best of
3 TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
4 supplement this response as more information becomes available

5 INTERROGATORY NO. 14:

6 Please describe how the swamp cooler lines at the Subject Property were turned
7 off/plugged. A complete response will include where in the line it was turned off/plugged.

8 RESPONSE TO NO. 14:

9 No work was done to the swamp cooler lines at the Subject Property to the best of
10 TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
11 supplement this response as more information becomes available

12 INTERROGATORY NO. 15:

13 Please identify the person or company You contracted with to turn off/plug he swamp;
14 cooler lines.

15 RESPONSE TO NO. 15:

16 No work was done to the swamp cooler lines at the Subject Property to the best of
17 TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
18 supplement this response as more information becomes available

19 ///

 ///

1 INTERROGATORY NO. 16:

2 Please identify the date that county and/or city inspections of the plumbing system
3 improvements to the Subject Property took place.

4 RESPONSE TO NO. 16:

5 No plumbing system improvements were done on the Subject Property to the best of
6 TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
7 supplement this response as more information becomes available

8 INTERROGATORY NO. 17:

9 Please describe how the natural gas lines were removed/plugged.

10 RESPONSE TO NO. 17:

11 No work was done on the natural gas lines to the best of TKNR's knowledge.
12 Discovery is ongoing and Defendant TKNR reserves the right to supplement this response as
13 more information becomes available

14 INTERROGATORY NO. 18:

15 Please identify the person or company You contracted with to remove/plug the natural
16 gas lines in the Subject Property.

17 RESPONSE TO NO. 18:

18 No work was done on the natural gas lines to the best of TKNR's knowledge. Discovery
19 is ongoing and Defendant TKNR reserves the right to supplement this response as more
information becomes available.

1 INTERROGATORY NO. 19:

2 Please identify the number and date for permits that were obtained for the plumbing
3 system improvements to the Subject Property.

4 RESPONSE TO NO. 19:

5 No plumbing system improvements were done on the Subject Property to the best of
6 TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
7 supplement this response as more information becomes available.

8 INTERROGATORY NO. 20:

9 Please describe how the swamp cooler systems were removed/plugged. Discovery is
10 ongoing and Defendant TKNR reserves the right to supplement this response as more
11 information becomes available.

12 RESPONSE TO NO. 20:

13 No work was done to the swamp cooler systems at the Subject Property to the best of
14 TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
15 supplement this response as more information becomes available.

16 INTERROGATORY NO. 21:

17 Please identify the person or company You contracted with to remove/plug the swamp
18 cooler system lines at the Subject Property.

19 ///

///

1 RESPONSE TO NO. 21:

2 No work was done to the swamp cooler system lines at the Subject Property to the best
3 of TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
4 supplement this response as more information becomes available.

5 INTERROGATORY NO. 22:

6 Please identify the number and date for permits that were obtained for the air
7 conditioning system improvements to the Subject Property.

8 RESPONSE TO NO. 22:

9 Objection, vague and ambiguous, as it is unclear as to what air conditioning
10 improvements the Request is referring to and which HVAC unit it is referring to. Without
11 waiving said objection, both the two-ton and the five-ton air conditioning units were installed
12 by a licensed contractor and if any permits were required then the same contractor would have
13 obtained the permit. Defendant, TKNR is unaware if such permit was pulled as it would have
14 been done by the licensed contractor.

15 Discovery is ongoing and Defendant TKNR reserves the right to supplement this
16 response as more information becomes available.

17 INTERROGATORY NO. 23:

18 Please identify whether a load calculation was performed prior to installing a five-ton
19 air conditioning unit to the Subject Property.

///

///

1 RESPONSE TO NO. 23:

2 The licensed contractor that installed the air conditioning unit would have the
3 knowledge of what load calculation was utilized. Defendant TKNR is not aware what load
4 calculation was used.

5 Discovery is ongoing and Defendant TKNR reserves the right to supplement this
6 response as more information becomes available.

7 INTERROGATORY NO. 24:

8 Please identify the number and date for permits that were obtained for the installation of
9 a five-ton air conditioning unit to the Subject Property.

10 RESPONSE TO NO. 24:

11 The five-ton air conditioning unit was installed by a licensed contractor and if any
12 permits were required then the same contractor would have obtained the permit. Defendant,
13 TKNR is unaware if such permit was pulled as it would have been done by the licensed
14 contractor.

15 Discovery is ongoing and Defendant TKNR reserves the right to supplement this
16 response as more information becomes available.

17 INTERROGATORY NO. 25:

18 Please describe why the five-ton air conditioning unit, heat pump and ducting system,
19 were removed from the Subject Property.

///

1 RESPONSE TO NO. 25:

2 The first AC Company replaced one HVAC for all three units and it was impossible to
3 get all three tenants to agree on how to split the power bill. They also could not agree on the
4 temperature. Therefore, TKNR had to hire another AC Company to get the air conditioning
5 separated for each tenant so that they could enjoy their tenancy.

6 INTERROGATORY NO. 26:

7 Please identify whether a load calculation was performed prior to installing a two-ton
8 air conditioning unit to the Subject Property.

9 RESPONSE TO NO. 26:

10 The licensed contractor that installed the air conditioning unit would have the
11 knowledge of what load calculation was utilized. Defendant TKNR is not aware what load
12 calculation was used.

13 Discovery is ongoing and Defendant TKNR reserves the right to supplement this
14 response as more information becomes available.

15 INTERROGATORY NO. 27:

16 Please identify the number and date for permits that were obtained for the installation of
17 a two-ton air conditioning unit to the Subject Property.

18 RESPONSE TO NO. 27:

19 The two-ton air conditioning unit was installed by a licensed contractor and if any
permits were required then the same contractor would have obtained the permit. Defendant,

TKNR is unaware if such permit was pulled as it would have been done by the licensed contractor.

Discovery is ongoing and Defendant TKNR reserves the right to supplement this response as more information becomes available.

INTERROGATORY NO. 28:

Please identify whether a load calculation was performed prior to installing two air conditioning units and heat pump ducts to Unit A of the Subject Property.

RESPONSE TO NO. 28:

The licensed contractor that installed the air conditioning unit would have the knowledge of whether load calculation was performed. Defendant TKNR is not aware if a load calculation was performed.

Discovery is ongoing and Defendant TKNR reserves the right to supplement this response as more information becomes available.

INTERROGATORY NO. 29:

Please identify the number and date for permits that were obtained for the installation of two air conditioning units and heat pump ducts to Unit A the Subject Property.

RESPONSE TO NO. 29:

The two-ton and five-ton air conditioning units were installed by licensed contractors and if any permits were required then the same contractors would have obtained the permit. Defendant, TKNR is unaware if such permit was pulled as it would have been done by the licensed contractors.

1 Discovery is ongoing and Defendant TKNR reserves the right to supplement this
2 response as more information becomes available.

3 INTERROGATORY NO. 30:

4 Please identify the number and date for permits that were obtained for the installation of
5 a vent for the washer/dryer exhaust in the Subject Property.

6 RESPONSE TO NO. 30:

7 There were no venting jobs done on any washer/dryer exhaust in the Subject Property.
8 The only work conducted on the washer/dryer was a simple replacement of a hose due to a
9 clog, which does not require a permit. Discovery is ongoing and Defendant TKNR reserves the
right to supplement this response as more information becomes available.

10 INTERROGATORY NO. 31:

11 Please describe whether you suspected mold growth existed in the Subject Property
12 prior to the sale.

13 RESPONSE TO NO. 31:

14 There were no reports of any conditions that would have indicated mold growth on the
15 Subject Property prior to the sale nor was TKNR aware of any alleged mold growth.

16 INTERROGATORY NO. 32:

17 Please describe whether You suspected the roof of the Subject Property leaked prior to
18 sale.

19 ///

1 RESPONSE TO NO. 32:

2 There were no reports of any conditions that would indicate leaking in the roof on the
3 Subject Property nor did TKNR suspect any leaks on the roof of the Subject Property prior to
4 the sale.

5 INTERROGATORY NO. 33:

6 Please describe all work performed on the flooring of the Subject property.

7 RESPONSE TO NO. 33:

8 There was carpet in the bedrooms that was replaced with laminate, as well as some
9 small areas of tile that were replaced due to broken tiles. Discovery is ongoing and Defendant
10 TKNR reserves the right to supplement this response as more information becomes available.

11 INTERROGATORY NO. 34:

12 Please identify the person or company you contracted with to improve/replace the
13 flooring in the Subject Property.

14 RESPONSE TO NO. 34:

15 The handyman, Gilberto Gonzalez, replaced the flooring as indicated in Response No.
16 33. Discovery is ongoing and Defendant TKNR reserves the right to supplement this response
17 as more information becomes available.

18 INTERROGATORY NO. 35:

19 Please describe to what ground type the flooring was placed in the Subject Property.

///

1 RESPONSE TO NO. 35:

2 Laminate and tile were placed on concrete. Discovery is ongoing and Defendant TKNR
3 reserves the right to supplement this response as more information becomes available.

4 INTERROGATORY NO. 36:

5 Please describe all work performed on the plumbing/sewer lines in or to the Subject
6 Property.

7 RESPONSE TO NO. 36:

8 There was a drain line that was clogged and unclogged by the licensed vendor LV
9 Services solutions. There was no other work performed on the plumbing and sewer lines to the
10 best of TKNR's knowledge. Discovery is ongoing and Defendant TKNR reserves the right to
supplement this response as more information becomes available.

11 INTERROGATORY NO. 37:

12 Please identify the number and date for permits that were obtained for plumbing/sewer
13 line repair/improvement in the Subject Property.

14 RESPONSE TO NO. 37:

15 There were no major improvements or repairs on plumbing or sewers that required a
16 permit. There was just simply an unclogging of a drain line by a licensed vendor LV Services
17 Solution. If a permit was required then LV Services Solution would have pulled such permit.
18 Defendant, TKNR is unaware if one was pulled. Discovery is ongoing and Defendant TKNR
reserves the right to supplement this response as more information becomes available.

19 ///

1 INTERROGATORY NO. 38:

2 Please identify the person or company You contracted with to perform
3 repair/improvements to the plumbing/sewer lines in the Subject Property.

4 RESPONSE TO NO. 38:

5 LV Service Solutions was hired to unclog a clogged drain line. There were no repairs or
6 improvements conducted on the plumbing and sewer lines. Discovery is ongoing and
7 Defendant TKNR reserves the right to supplement this response as more information becomes
8 available.

8 INTERROGATORY NO. 39:

9 Please identify the number and date for permits that were obtained for the plumbing
10 system improvements to the Subject Property.

11 RESPONSE TO NO. 39:

12 There were no major improvements or repairs on plumbing or sewers that required a
13 permit. There was just simply an unclogging of a drain line by a licensed vendor LV Services
14 Solution. If a permit was required then LV Services Solution would have pulled such permit.
15 Defendant, TKNR is unaware if one was pulled. Discovery is ongoing and Defendant TKNR
16 reserves the right to supplement this response as more information becomes available.

16 DATED this 8th day of April, 2020

17 BURDICK LAW PLLC


18 /s/ Nikita Burdick
19 Nikita R. Burdick, Esq.
Attorneys for Defendants

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9

CHI ON WONG, being first duly sworn, under oath, upon the penalties of perjury,
deposes and states:

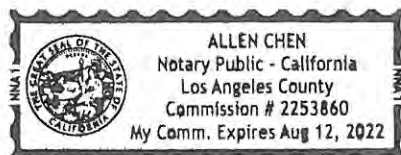
That I am a representative of TKNR, INC., one of the Defendants in the present matter. I have read the above and foregoing, Responses to Plaintiff's First Set of Interrogatories to Defendant TKNR, INC., and know the contents thereof, that the same are true and correct of my own knowledge, except for those matters therein stated upon information and belief, and as to those matters, I believe them to be true.

FURTHER AFFLIANT SAYETH NAUGHT.


CHI ON WONG, Representative of
TKNR, INC.

Sworn to and Subscribed
Before me on this 7th day of April, 2020.

Notary Public in and for said
County and State



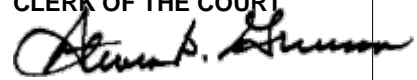
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and N.E.F.C.R. 4(b)(1), 5(k) and 10(b), I hereby certify that this 8th day of April, 2020, I did cause a true and correct copy of RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT TKNR, INC to be served via the Court's electronic filing and service system (Wiznet) to all parties on the current service list.

Bradley M. Marx, Esq.
601 S. Rancho Dr. Ste. B14
Las Vegas, Nevada 89106
Phone: (702) 900-2541
Email: brad@marxfirm.com
Attorneys for Plaintiff

/s/ Abigail McGowan
Abigail McGowan
Employee of Burdick Law PLLC



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

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

CASE NO.: A-18-785917-C

DEPT. NO.: XIV

Plaintiff,

vs.

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

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

Defendants.

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

1 through their counsel of record, Michael B. Lee, P.C., hereby files this Reply (“Reply”) to
2 Plaintiff’s Opposition (“Opposition”) to Defendants’ Motion for Summary Judgment (“Motion”)
3 and Opposition to Plaintiff’s Countermotions for Continuance based on NRCP 56(f) and for
4 Imposition of Sanctions (“Opposition to Countermotions”). This Reply is made on the following
5 Memorandum of Points and Authorities, any affidavits, declarations or exhibits attached hereto,
6 and any oral arguments accepted at the time of the hearing of this matter. Plaintiff W L A B
7 INVESTMENT, LLC is hereinafter referred to as “Plaintiff” or “WLAB”.

8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 **I. INTRODUCTION**

10 **A. Overview**

11 The Motion should be granted despite the Opposition considering the lack of any reliable
12 or admissible evidence to challenge the arguments made in the Motion. On January 12, 2021,
13 Frank Miao (“Miao”), the designated person most knowledgeable (“PMK”) for Plaintiff,
14 provided testimony that illustrates the undisputed facts supporting Summary Judgment. The
15 transcript is not available yet, but once it is, Defendants will provide a supplement. In large part,
16 he admitted that Plaintiff elected to proceed forward with the purchase after he conducted a
17 visual inspection and identified issues that he wanted repaired, determining that Plaintiff would
18 waive any additional inspections despite Miao not being a licensed, bonded professional
19 inspector. He also admitted that: Defense expert’s finding that the alleged conditions were open
20 and obvious was true; he could have obtained the permit information about the Property prior to
21 the purchase; the RPA clearly specified that there were issues with the permits, HVAC, and that
22 work was done by a handyman, which Plaintiff was aware of prior to the purchase of the
23 Property; he did not have any evidence that Defendants knew about the alleged issues and/or
24 caused them; and that he had the ability to inspect all the areas inspected by Defense expert at the
25 time of defense’s inspection. Notably, he also admitted that he did make a demand to settle the
26 case for \$10,000 despite the sworn statement in his declaration that this never happened. Under
27 the authority cited in the Motion, Summary Judgment is clearly mandated as a matter of law.

28 ////

Furthermore, the Opposition flat out ignores the evidence attached to the Motion. Plaintiff failed to address the arguments made related to Plaintiff's claims against the Broker Defendants or Plaintiff's claims for: (7) RICO; (10) Fraudulent Conveyance; (11) Fraudulent Conveyance; (12) Civil Conspiracy; and (15) Abuse of Process, which the court should construe as consent to granting summary judgment as to those matters. EDCR 2.20(c). The half-hearted attempt for continuance related to Rule 56(f) should be denied as Plaintiff fails to articulate what anticipated discovery is pending that would warrant such relief. The Countermotion for Imposition of Monetary Sanctions is similarly deficient as it is just a bare bones recitation of EDCR 7.60 without any application to the current issue. For these reasons, the Motion should be granted in its entirety.

B. Summary of Arguments

1. Motion

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

Moreover, Miao admitted that alleged conditions identified by Plaintiff's alleged expert were all open and obvious and would have been uncovered by an inspection. Plaintiff's alleged expert never did any destructive testing, so an inspector would have had the same opportunity to observe everything that he did. Importantly, Plaintiff is a sophisticated commercial buyer who

1 has purchased and renovated several similar properties. As Miao did not know of the alleged
2 issues, and he admitted that there was no proof that Defendants knew about them either, no
3 genuine issue of material fact exists supporting Plaintiff's theory of liability. As Defendants
4 disclosed all conditions known to them at the time of the sale, Nevada law does not permit this
5 action to continue. This justifies Summary Judgment on all of Plaintiff's claims, including the
6 frivolous claims for RICO, fraudulent conveyance, and abuse of process.

7 Finally, sanctions are also justified against Plaintiff. Astonishingly, Plaintiff is claiming
8 \$16.25 Million in damages related to the purchase of the Property (original purchase price -
9 \$200,000). Incredibly, the original demand by Plaintiff for settlement was \$10,000, despite the
10 perjured declaration of Miao denying this in the support of the Opposition. Regardless of
11 whether Plaintiff or Plaintiff's counsel, who have charged Plaintiff approximately \$64,000 for
12 this matter so far, are responsible for the violation of Rule 11 in prosecuting this frivolous claim,
13 Rule 11 permits sanctions against both, which should include an award of attorneys' fees and
14 costs to Defendants.

15 2. Opposition and Countermotions

16 The Opposition argues that the Motion should be denied as untimely because discovery is
17 still open but does not reference any anticipated discovery needed to respond to the Motion. The
18 Opposition argues that the Motion is over 30 pages and no leave was sought prior to filing. Also,
19 Plaintiff asserts that the Motion fails to address the specific relief sought. The Opposition further
20 provides that the Motion is without factual basis and is nothing more than argument of
21 Defendants' counsel. The Opposition argues that inspection was not waived, and that Miao
22 conducted an inspection when he conducted a walkthrough of the Property with Defendant Lin.
23 Further, Plaintiff asserts that it never waived its right to required disclosures and argue that
24 Defendants knew of the alleged defects but purposefully hide them. The Opposition contains a
25 countermotion reiterating its request for continuance pursuant to Rule 56(f) but again fails to
26 provide the discovery needed. Also, Plaintiff brought a countermotion for the imposition of
27 sanctions, arguing the Motion is frivolous.

28 ////

II. DISCUSSION

The following Discussion is organized into five Parts. Part A provides that the Motion was supported by substantial, undisputed evidence. Part B explains that the Opposition failed to address Nevada law that places the burden on a buyer to do an inspection. Part C sets forth that Plaintiff cannot use Rule 56(f) as a shield and must articulate the anticipated discovery necessary. Part D illustrates that different realtors from the same agency may represent buyer and seller. Part E indicates that all issues raised in the Motion but not addressed by the Opposition should be granted as unopposed. Lastly, Part F includes opposition to the counter-motion for monetary sanctions as lacking good faith basis, and as further evidence of attorney-driven litigation by Plaintiff.

A. Substantial Undisputed Evidence Supports the Motion

The Opposition's argument that the Motion lacks factual support is belied by the exhibits attached to the Motion. The undisputed evidence attached to the Motion support the factual references made in the Motion and do not constitute "arguments" by counsel as stated in the Opposition. Unfortunately, Plaintiff would rather ignore the evidence provided and rely on the self-serving testimony of Frank Miao that lacks foundation and contradicts the alleged factual assertions in the Opposition.

Defendants attached the following exhibits in support of the Motion:

Exhibit A – Listing Agreement.

The Listing Agreement included facts relevant to the dispute that were known by Plaintiff prior to purchase of the Property. First, it included that the Property was originally constructed in 1954. The Listing Agreement also included the listing and broker agents' names and affiliations, putting Plaintiff on notice of seller's representatives. See Motion at Ex. A.

Exhibit B – First Residential Purchase Agreement ("RPA") (August 11, 2017)

The First RPA illustrates that: Ms. Zhu had a right to conduct inspections; was strongly recommended to retain licensed professionals to conduct the inspections; had the responsibility to inspect the Property; waived the energy audit, pest inspection, roof inspection, septic lid removal inspection, mechanical inspection, soil inspection, and structural inspection; waived any

1 liability of Defendants for costs of repairs the inspection would have identified; waived the Due
2 Diligence; and, that Ms. Zhu did not cancel the RPA related to any issues with the Property. See
3 *Id.* at Ex. B., in whole and at ¶¶ 7(A), 7(C), 7(D), and 7(F).

4 **Exhibit C – Seller’s Property Disclosures (Plaintiff’s disclosure)**

5 The Seller’s Property Disclosures timely set forth all known conditions of the Property.
6 Specifically, the disclosures indicated that:

7 (1) “3 units has (sic) brand new AC installed within 3 months,”

8 (2) the “owner never resided in the property and never visited the property.”

9 (3) minor renovations, such as painting, was conducted by the Seller’s “handyman”

10 (4) Seller had done construction, modification, alterations, or repairs without permits.

11 *Id.* at Ex. C.

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

14 **Exhibit D – Plaintiff’s Realtor confirmation to waive inspections (September 5, 2017)**

15 Exhibit D confirms that Ms. Zhu would enter into a new purchase agreement, would
16 agree to pay the difference in an appraisal with a lower value than the purchase price, and waive
17 inspections. *Id.* at Ex. D.

18 **Exhibit E – Cancellation Addendum for RPA #1**

19 On the same day that Exhibit D was sent, Ms. Zhu signed the Cancellation Addendum
20 (Ex. E) and then executed the Second RPA (Ex. F).

21 **Exhibit F – Second RPA (dated September 5, 2017)**

22 Exhibit F sets forth that Ms. Zhu initialed next to paragraph 7(C) “Failure to Cancel or
23 Resolve Objections” indicating that Ms. Zhu was aware of the waiver of Due Diligence
24 Condition by failing to cancel the RPA or resolve any objections in writing. *Id.* at Ex. F, p. 4.
25 Exhibit F also illustrates that this is the second time Ms. Zhu waived inspection for the Property,
26 despite being specifically advised to have inspections conducted. *Id.* It is also consistent with
27 Exhibit D that Ms. Zhu always intended on waiving inspections. *Id.* Exhibit F at Addendum 1
28 further shows that the close of escrow was extended to January 5, 2018, giving Ms. Zhu plenty of

1 time to have inspection conducted following receipt of Seller's Disclosures [Ex. C] on August
2 11, 2017. *Id.* Also, Exhibit F at Addendum 2 substitutes Plaintiff for Ms. Zhu. *Id.*

3 **Exhibit G – Opfer Expert Report**

4 Exhibit G provides expert testimony from Neil D. Opfer, an Associate Professor of
5 Construction Management at UNLV and overqualified expert, who conducted a visual inspection
6 of all areas of the Property specified in Plaintiff's Expert Report. *Id.* at Ex. G. Exhibit G also
7 discusses pictures of the Property from 2017 that depicted the condition of the Property prior to
8 August 11, 2017. *Id.* Professor Opfer illustrated Plaintiff's expert's actual misstatements of the
9 building code requirements as it related to permits, while also noting that the Seller Disclosures
10 advised Plaintiff of the work done without permits. *Id.* Professor Opfer noted that the alleged
11 conditions identified by Plaintiff's alleged expert were open and obvious. *Id.* Professor Opfer
12 also noted that Plaintiff's expert did not do any destructive testing, so the same alleged
13 conditions that the alleged expert noted, would have been made by an inspector at the time of the
14 purchase. *Id.*

15 **Exhibit H – public record search for permits**

16 Exhibit H illustrates that information related to permits is publicly available, precluding
17 any liability for any alleged misrepresentation under NRS Chapter 113 of the information that is
18 public record. See Nev. Rev. Stat. § 645.259(2); see also Ex. H. As such, Exhibit H provides
19 further contradicts Plaintiff's central argument that TKNR is liable for not disclosing that work
20 was done without permits.

21 **Exhibit I – Lin Declaration**

22 Exhibit I sets forth that no Defendant was aware of any issues with any structural,
23 electrical, plumbing, sewer, mechanical, roof, fungus/mold, flooring, and/or foundation issues
24 with the Property before the time of the sale to Ms. Zhu. *Id.* at Ex. I. Nor was any Defendant
25 aware of any issues with any structural, electrical, plumbing, sewer, mechanical, roof,
26 fungus/mold, flooring, and/or foundation issues with the Property at the time of the sale to Ms.
27 Zhu. *Id.* Also, that any known defects were disclosed in seller's disclosures, including TKNR
28 upgrading the cooling system through a licensed contractor. *Id.*

Exhibit J – Air Team Invoice

Exhibit J provides that the cooling system was upgraded by a licensed contractor, and any issues stemming from that work would be Air Team’s responsibility and not Defendants.

Exhibit K – Plaintiff’s Opposition to Motion for Leave to Amend

Exhibit K illustrates that Plaintiff’s cause of action for abuse of process was retaliatory based on Defendants’ counterclaim for the same and is without legal or factual basis.

Exhibit L – Order Granting Defendants’ Motion for Leave to Amend

Exhibit L confirms that Plaintiff’s arguments made in the Opposition to Motion for Leave to Amend, including the alleged basis for its abuse of process claim is without merit.

Exhibit M – Plaintiff’s Calculation of Damages

The calculation of damages illustrates the overall bad faith nature of this case and potential for attorney driven litigation. The Property was sold for only \$200,000, yet Plaintiff claim \$16.25 Million in cumulative damages, requests a specific award of over \$2 Million, and that Plaintiff’s counsel has already charged exorbitant fees in this matter. Exhibit M supports Defendants’ request for fees and costs.

Exhibit N – Plaintiff’s ROGs

Exhibit N illustrates that Ms. Zhu and Miao, the managing member of Plaintiff, were sophisticated buyers related to “property management, property acquisition, and property maintenance.” *Id.* at Ex. N. This indicates that Plaintiff knew of its duty to inspect, the importance of inspection, the waiver of rights when inspection is not conducted.

The Opposition argues that the Motion contains “inaccurate statements of counsel, which are not supported by evidence.” *See Opp.* at p. 4:1-10. However, as set forth above, that argument simply is not true. In reviewing the Opposition, Defendants believe Plaintiff is projecting its own inadequacies onto Defendants. Rather than address the arguments made and the evidence provided with competing evidence, the Opposition relies heavily on conjecture of counsel and self-supporting testimony that is contradictory to the undisputed evidence.

The Opposition alleges that Defendants altered the Property to hide defects and sold the Property without disclosing those defects. *Id.* at p. 9:7-9. However, Miao admitted in his

1 deposition that Plaintiff did not have any evidence that Defendants knew of the alleged
2 conditions and/or caused them. Thus, no evidence supports this argument, rendering it nothing
3 more than the inadmissible conjecture of counsel. Moreover, Miao also admitted that all of the
4 alleged defects complained of by Plaintiff were open and obvious and could have been
5 discovered by a professional inspection. Instead of admissible evidence, the Opposition relies on
6 Plaintiff's self-serving discovery responses and declaration, which still failed to show that there
7 is a factual dispute.

8 First, the alleged arguments by Miao lack foundation and go outside the scope of his
9 alleged knowledge to proffer opinions that were addressed by Defendants' expert. See Id. at
10 Exhibit 2. Miao is a party to this action, not an expert. Appropriate rebuttal evidence should
11 come from Plaintiff's designated expert; however, none has been disclosed by Plaintiff, and the
12 deadline to provide such information has passed. See Id. at Ex. 1. Plaintiff's expert merely
13 opined that the work had to be performed by a licensed contractor with permits, although Miao
14 admitted in his deposition that this did not apply to installing cabinets and kitchen/bathroom
15 fixtures. He also admitted that he was aware that TKNR had used a handyman, and only a
16 licensed contractor for the HVAC. Additionally, he also admitted that he was aware of the issues
17 related to permits and the HVAC prior to purchasing the Property.

18 Second, the alleged "factual" support related to Defendants' knowledge comes from
19 inadmissible, speculative information (without citation) from Miao, without any other support
20 other than his subjective believes. The following statements are examples of unsupported, self-
21 serving testimony that is ultimately inadmissible:

22 "These problems would not pass a city code enforcement
23 inspection." *Id.* at Ex. 2, p. 3.

24 "In normal transactions involving residential rental building, the
25 buyer only inspects common spaces because units occupied." *Id.*

26 "I told Defendant Lin that if tenant called code enforcement at this,
27 the rental unit could be shut down by City code Enforcement until
28 repaired and corrected." *Id.*

"The burden is on seller because of warranty of habitability and
safety issues which are ongoing." *Id.*

1 “This is also why rental properties have to use licensed contractors
2 for all work and pull permits and get inspections to do work like
was done to the Subject Property.” *Id.*

3 “As to the waiver of inspection dated September 5, 2017,
4 inspection was waived at that time because I had just inspected it
on August 10, 2017.” *Id.*

5 “The complaints outlined in the 2nd Amended Complaint were
6 hidden behind drywall.” *Id.*

7 Those statements are not exhaustive of the unsupported, self-serving statements made by
8 Miao in his declaration. The declaration is littered with unsupported conjecture that Miao has no
9 basis to make outside his own speculation and subjective beliefs. Incredibly, Miao specified that
10 Plaintiff continues to lease the Property to prospective tenants although it had not repaired any of
11 the alleged conditions. He also specified that he requested the change of outlets that would have
12 required permits, so he was the actual cause of that alleged condition. His admissions illustrate
13 the lack of any alleged genuine issue of fact. This is not valid evidence and cannot be used as a
14 basis to deny the Motion.

15 Incredibly, Miao’s Declaration illustrated that he could, prior to the purchase, have got
16 and done diligence related to the alleged permit issue, which was disclosed by TKNR in its
17 disclosures related to the Property. *Id.* Miao directly states that instead of using a licensed
18 inspection company, he inspected the Property himself and allegedly noticed several code
19 violations. *Id.*, see also *Opp.* at Exhibit 2C. The Declaration also admits that Defendants
20 repaired the issues identified. *Id.* Notably, Exhibit 2C was not previously disclosed in this
21 litigation, despite discovery having closed prior to reopening at Defendants request, which
22 illustrates Plaintiff intentionally withheld the document. So, despite knowing of the lack of
23 permitted work and other issues noticed during Miao’s walkthrough of the Property, Plaintiff still
24 made the informed decision not to conduct an actual inspection of the Property. *Id.*

25 **B. The Opposition does not Address Nevada Law related to Buyer duty to**
26 **Conduct an Inspection**

27 Defendants are absolved of liability for any conditions that could have been discovered
28 by the buyer had an inspection been done. Generally, “[n]ondisclosure by the seller of adverse

1 information concerning real property. . . will not provide the basis for an action by the buyer to
2 rescind or for damages when property is sold ‘as is.’ ” *Mackintosh v. Jack Matthews & Co.*, 109
3 Nev. 628, 633, 855 P.2d 549, 552(1993). Moreover, “[l]iability for nondisclosure is generally not
4 imposed where the buyer either knew of or could have discovered the defects prior to the
5 purchase.” *Land Baron Invs., Inc. v. Bonnie Springs Family LP*, 131 Nev. 686, 696, 356 P.3d
6 511, 518 (2015). A buyer waives its common law claims of negligent misrepresentation,
7 fraudulent or intentional misrepresentation, and/or unjust enrichment when it expressly agreed
8 that it would carry the duty to inspect the property and ensure that all aspects of it were suitable
9 prior to close of escrow, and the information was reasonably accessible to the buyer. *Frederic*
10 *and Barbara Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 427 P.3d 104, 111
11 (Nev. 2018).

12 Plaintiff did not proffer any evidence that Defendants allegedly knew about any of the
13 conditions, which would have been impossible given the disclosures made by TKNR at the time
14 of the sale. Moreover, TKNR disclosed that it had never been to the property and was just an
15 investor. Also, it is undisputed that Defendants, on numerous occasions, advised Plaintiff to get
16 a professional inspection done. Simply put, Plaintiff tries to avoid its burden of proof by arguing
17 that Defendants should have to prove a negative, i.e., that it did not know about the conditions.
18 This is despite the substantial evidence provided in the Motion concluding that Defendants did
19 not know of the issues, but those issues could have been discovered had Plaintiff inspected the
20 Property as advised by Defendants.

21 Ultimately, Defendants have sufficiently established that they did not know of the defects
22 alleged by Plaintiff. The Opposition fails to provide any evidence to the contrary and relies
23 solely on self-serving testimony to try and shift Plaintiff’s burden of proof onto Defendant.
24 Plaintiff had a duty to exercise reasonable care to protect itself and failed to do so. See Nev. Rev.
25 Stat. § 113.140(3). Plaintiff’s failures do not create liability for Defendants in this matter and
26 summary judgment should issue accordingly.

27 ////

28 ////

1 C. **Rule 56(f) is not a Shield**

2 The Countermotion for continuance pursuant to Rule 56(f) should be denied on the basis
3 that the request is not supported by specific reference to the outstanding discovery Plaintiff
4 anticipates is necessary to respond.

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

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

14 Here, Plaintiff failed to articulate the alleged discovery that it would likely have.
15 Defendants have made five disclosures in this case, so the alleged documentation identified by
16 Plaintiff's counsel will not be subject to production by Defendants. See Defendant's Fifth
17 Disclosure attached as **Exhibit A** (disclosure only). Additionally, Plaintiff already opposed
18 enlarging discovery by specifying that any extension of discovery would prejudice it, indicating
19 that it had no need for additional discovery and that Plaintiff would largely rest upon the findings
20 of its expert. See Plaintiff's Opposition to Motion to Enlarge Discovery attached as **Exhibit B**.
21 Also, Plaintiff's counsel's declaration illustrated that he had additional discussions with
22 Plaintiff's expert related to the MSJ, but Plaintiff's expert did not proffer any additional opinions
23 to counter the Motion. See *Opp.* at p. 18:7-9.

24 D. **It is not a Violation for Different Relators from the Same Agency to**
25 **Represent Buyer and Seller**

26 The Opposition's argument related to buyer and seller being represented by agents from
27 the same brokerage firm is a red herring and is not relevant to the Motion's request for summary
28 judgment. See Nev. Rev. Stat. § 645.253:

“If a real estate broker assigns different licensees affiliated with his or her brokerage to separate parties to a real estate transaction, the licensees are not required to obtain the written consent required pursuant to paragraph (d) of subsection 1 of NRS 645.252. Each licensee shall not disclose, except to the real estate broker, confidential information relating to a client in violation of NRS 645.254.”

Considering different realtors represented buyer and seller in the transaction at issue, the Opposition’s reliance on NRS 645.259 is misplaced and ultimately not relevant. Notably, Miao was aware that the agents were from the same agency at all times during the transaction as he always tries to hire the listing agent to represent him. At all times, Plaintiff knew that an agent affiliated with Investpro represented the seller. See Mot. at Exs. A, F. With that knowledge, Plaintiff still chose to engage an Investpro affiliate to represent it related to the purchase.

None of the foregoing changes the overarching facts that the RPA contained wavier of the inspection language, and the Second RPA contained the initials of Ms. Zhu related to waiver of inspection. See Id. Exs. B, F. The waiver occurred after Plaintiff had knowledge that the Property was 64 years old and subject to potential renter abuse, after Defendants had disclosed that the Property was previously subject to unlicensed/unpermitted work, and after Defendants expressly advised Plaintiff to conduct a professional inspection. As such, Plaintiff made its own informed, yet ill-advised, decision to forgo inspections, which is of no fault of Defendants.

E. Summary Judgment should be Granted on Issues Raised but Not Opposed

Eighth Judicial District Court Rule 2.20(e) provides that, “[f]ailure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same.” *Id.* Simply filing an opposition does not relieve a party of its duty to actually oppose the issues raised in the motion. See Benjamin v. Frias Transportation Mgt. Sys., Inc., 433 P.3d 1257 (Nev. 2019) (unpublished disposition). In *Benjamin*, the opposing party filed an Opposition but did not present any argument to actually address the issues raised. *Id.* Although the opposing party did raise such arguments in a subsequent opposition, that opposition was untimely filed, and the court properly decided not to consider those untimely arguments. *Id.*

////

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

F. Opposition to Countermotion for Monetary Sanctions

Countermotion is just additional evidence related to the attorney-driven litigation that illustrates any lack of good faith in prosecuting this claim and should be denied with prejudice. Summary judgment is a tool afforded to all litigants in the course of litigation should they have ample evidence to support the Motion. Summary judgment can be used to fully resolve a dispute or simplify the claims and/or defenses at issue for the time of trial. Defendants have disclosed over 500 documents in this litigation [Ex. A] and are confident that the Motion will be successful, whether in whole or in part, which illustrates the good faith basis for bringing the Motion. This is supported by the fact that Plaintiff was unable to provide opposition to certain issues raised in the Motion, i.e., Plaintiff's claims for: (7) RICO; (10) Fraudulent Conveyance; (11) Fraudulent Conveyance; (12) Civil Conspiracy; and (15) Abuse of Process.

Additionally, the argument that Plaintiff is engaged in attorney-driven litigation is supported by the facts and circumstances of this litigation. The Property at issue was sold for \$200,000, yet it is undisputed that Plaintiff has proffered \$16.25 Million in cumulative damages and requests a judgment over \$2 Million. Incredibly, Plaintiff's counsel has apparently already racked up \$64,000 in attorneys' fees, and that is before trial. Defendants mention this, and referenced previous alleged settlement amounts, not to illustrate a lack of liability but to illustrate the attorney-driven litigation.

Ultimately, the Countermotion for Imposition of Monetary Sanctions is nothing more than a regurgitation of EDCR 7.60 without meaningful argument as to how it is applicable in this matter. Plaintiff vaguely asserts that the Motion is premature because discovery is still open but

1 fails to provide any anticipated discovery outstanding or to be conducted. Therefore, the
2 countermotion is completely meritless and must be denied.

3 **III. CONCLUSION**

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

6 Dated this 21 day of January, 2021.

7 MICHAEL B. LEE, P.C.

8
9 /s/ Michael Lee
MICHAEL B. LEE, ESQ. (NSB 10122)
MICHAEL MATTHIS, ESQ. (NSB 14582)
1820 E. Sahara Avenue, Suite 110
Las Vegas, Nevada 89104
Telephone: (702) 477.7030
Facsimile: (702) 477.0096
mike@mblnv.com
Attorney for Defendants

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

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b) and NEFCR 9, I hereby certify that I am an employee of
MICHAEL B. LEE, and that on the 21 day of January, 2021, the foregoing **DEFENDANTS’
REPLY TO PLAINTIFF’S OPPOSITION TO DEFENDANTS’ MOTION FOR
SUMMARY JUDGMENT AND OPPOSITION TO COUNTERMOTION FOR
CONTINUANCE BASED ON NRCP 56(f) AND COUNTERMOTION FOR IMPOSITION
OF MONETARY SANCTIONS** was served via the Court’s electronic filing and/or service
system and/or via facsimile and/or U.S. Mail first class postage pre-paid to all parties addressed
as follows:

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

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

EXHIBIT A

EXHIBIT A

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

IN THE EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Case No.: A-18-785917-C
Dept. No.: 14

Plaintiff,

vs.

DEFENDANTS' FIFTH SUPPLEMENT
TO INITIAL DISCLOSURES OF
DOCUMENTS AND WITNESSES
PURSUANT TO NRCP 16.1

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

TKNR INC. ("TKNR"); CHI ON WONG ("WONG"), KENNY ZHONG LIN ("LIN"),
INVESTPRO LLC ("INVESTPRO"), JOYCE A. NICKRANDT ("NICKRANDT"),
(collectively referred to as the "Defendants"), by and through their attorney of record, Nikita R.
Burdick, Esq., of BURDICK LAW PLLC, hereby produce its Fifth Supplement to Initial
Disclosures of Documents and Witnesses Pursuant to NRCP 16.1.

////

////

////

WITNESSES

#	Person	Address	Testimony
1.	PMK of WLAB Investments LLC	c/o Benjamin Childs, Esq. 318 S. Maryland Parkway Las Vegas, NV 89101 702-251-0000	Witness will testify about the Complaint and the purchase of Real Property and Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects. Plaintiff will need to designate the PMK and supplement its disclosures related to the PMK as to various topics.
2.	PMK of TKNR INC.	c/o BURDICK LAW PLLC NIKITA R. BURDICK ESQ. 6625 S. Valley View Blvd. Suite 232 Las Vegas, Nevada 89118 Telephone: (702) 481-9207 Nburdick@Burdicklawnv.com Attorney for Defendants	Witness will testify about the Complaint and the purchase of Real Property and Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects. Defendant will designate the PMK related to the PMK as to various topics.
3.	Chi On Wong	c/o BURDICK LAW PLLC NIKITA R. BURDICK ESQ. 6625 S. Valley View Blvd. Suite 232 Las Vegas, Nevada 89118 Telephone: (702) 481-9207 Nburdick@Burdicklawnv.com Attorney for Defendants	Witness will testify about the Complaint and the purchase of Real Property and Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects.
4.	Kenny Zhong Lin	c/o BURDICK LAW PLLC NIKITA R. BURDICK ESQ. 6625 S. Valley View Blvd. Suite 232 Las Vegas, Nevada 89118 Telephone: (702) 481-9207 Nburdick@Burdicklawnv.com Attorney for Defendants	Witness will testify about the Complaint and the purchase of Real Property and Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects.
5.	PMK of INVESTPRO LLC	c/o BURDICK LAW PLLC NIKITA R. BURDICK ESQ.	Witness will testify about the Complaint and the purchase of Real Property and

#	Person	Address	Testimony
		6625 S. Valley View Blvd. Suite 232 Las Vegas, Nevada 89118 Telephone: (702) 481-9207 Nburdick@Burdicklawnv.com Attorney for Defendants	Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects. Defendant will designate the PMK related to the PMK as to various topics.
6.	Joyce A. Nickrandt	c/o BURDICK LAW PLLC NIKITA R. BURDICK ESQ. 6625 S. Valley View Blvd. Suite 232 Las Vegas, Nevada 89118 Telephone: (702) 481-9207 Nburdick@Burdicklawnv.com Attorney for Defendants	Witness will testify about the Complaint and the purchase of Real Property and Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects.
7.	Neil D. Opfer	Opfer Construction & Review Group 1920 Placid Ravine Las Vegas, NV 89117 Tel - (702) 341-5828 opfern@yahoo.com Expert	Expert is expected to provide opinions for this matter related to the alleged defects, Plaintiff's expert report, the due diligence and waivers by Plaintiff, any type of review in the scope of an expert in the construction and real property sales and inspections, and all other areas permissible under Nevada Revised Statutes §§ 50.263-50.345. Defendants incorporate herein by reference all records produced by this expert.
8.	PMK of THE AIR TEAM, LLC, d/b/a The Air Team Heating & Cooling	c/o Jurgen H. Nagal, Registered Agent 1920 Falling Tree Avenue North Las Vegas, NV 89031 Tel – 702.908.1766	Witness will testify about the Scope of work related to the installation of the HVAC units and the related duct work and permits.
9.	Marie Zhu	c/o Benjamin Childs, Esq. 318 S. Maryland Parkway Las Vegas, NV 89101 702-251-0000	Witness will testify about the Complaint and the purchase of Real Property and Plaintiff's Waiver of Inspection buying the Property "as is" and Seller's disclosure that it was an investor whom never visited and/or lived in the Property, TKNR recently replaced the HVAC systems, and Plaintiff waiver of the inspection and lack of doing any due diligence and/or acceptance of any potential defects.

Defendants reserve the right to name additional witnesses should they become known and further reserve the right to utilize any witnesses named by any other party.

PLAINTIFF'S DOCUMENTS

#	Document Description	Bates
1.	Mold Notice And Waiver	DEF 0001
2.	Sellers Real Property Disclosure Form	DEF 0002-0007
3.	Residential Purchase Agreement	DEF 0008 - 0018
4.	Waiver Of Inspection Form	DEF 0019
5.	Hvac Invoices	DEF 0020 - 0021
6.	Receipts	DEF 0022 - 0025
7.	Tax Records	DEF 0026
8.	Opfer Consulting Fee, Deposition Record, Litigation Testimony, Resume, and CV	DEF300027-088
9.	Zillow Listing and Photos from 2017	DEF3000089-0134
10.	Photographs from March 14, 2017	DEF4000135-0197
11.	Photographs from Foreclosure Purchase	DEF4000198-0208
12.	Photographs from Unit A	DEF4000209-0252
13.	Photographs from Unit B	DEF4000253-0308
14.	Photographs from Unit C	DEF4000309-0328
15.	Repair Invoice from 05/30/2018	DEF4000329
16.	Original RPA	DEF4000330-0339
17.	Email Forward from 9/5/2017 re Sample of RPA	DEF4000340
18.	Cancellation Addendum 1	DEF4000341
19.	Yale Street RPA	DEF4000342-0352
20.	Chen email with Maio re Revised Purchase and Waiver of inspections	DEF4000353-0353
21.	RPA with Addendums 1 and 2	DEF4000354-0366
22.	Expert Report and Expert Disclosures	DEF5000367-463
23.	Expert Photographs	Dropbox link
24.	Photographs from site inspection (Defendants' counsel)	DEF5000464-512

Defendants reserve the right to supplement this list of documents should they become known, and further reserve the right to utilize any documents produced by any other party.

DEMONSTRATIVE EXHIBITS

Defendants may offer at trial certain exhibits for demonstrative purposes, including but not limited to the following.

1. Power point images, blowups and transparencies of exhibits.
2. Models.
3. Diagrams, drawings, pictures, photos, film, video, DVD and CD ROM.

4. Power point images, drawings, diagrams, animations, story boards of the incident, the location of the incident.

5. Power point images and blowups of deposition transcripts, discovery responses, and jury instructions.

6. Maps, diagrams or models of the scene of the incident that is the subject of their litigation.

Defendants reserve the right to utilize any and all responses to Interrogatories, Requests for Production and Requests for Admissions from Defendants. Defendants also reserve the right to supplement their list of witnesses and documents as information becomes available. Defendants further reserve the right to utilize any documents or witnesses produced by any party in this litigation.

DEFENDANTS' CALCULATION OF DAMAGES

Defendants will seek to recover the full extent of its damages to which it is entitled, including, but not limited to, monetary damages in an amount to exceed \$15,000. Defendants will seek recovery of Interest. Moreover, Defendants will seek recovery of its attorneys' fees and costs, including expert fees and other statutory recoverable costs, incurred as a result of this dispute.

Defendants' Damages Breakdown	
Abuse of Process	\$20,000+
Attorneys' Fees	TBD
TOTAL	TBD

////

////

////

////

////

////

////

////

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

STATEMENT OF INSURANCE

To Defendants' knowledge there are no applicable or relevant insurance agreements or contracts at issue in this litigation.

Defendants reserve the right to supplement its disclosures during the course of discovery through and including the time of trial.

Dated this 2 day of December, 2020.

MICHAEL B. LEE, P.C.

/s/ Michael Lee
MICHAEL B. LEE, ESQ. (10122)
MICHAEL MATTHIS, ESQ. (14582)
1820 E. Sahara Avenue, Suite 110
Las Vegas, Nevada 89104
Telephone: (702) 477.7030
Facsimile: (702) 477.0096
Attorneys for Defendants

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

CERTIFICATE OF MAILING

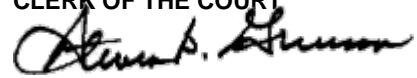
I HEREBY CERTIFY that on this 2 day of December, 2020, I placed a copy of **DEFENDANTS' FIFTH SUPPLEMENT TO INITIAL DISCLOSURES OF DOCUMENTS AND WITNESSES PURSUANT TO NRCP 16.1** as required by Eighth Judicial District Court Rule 7.26 by delivering a copy or by mailing by United States mail it to the last known address of the parties listed below, facsimile transmission to the number listed, and/or electronic transmission through the Court's electronic filing system to the e-mail address listed below.

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

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

EXHIBIT B

EXHIBIT B



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

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC

Plaintiff

vs.

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

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

Defendants

Hearing : October 22, 2020

PLAINTIFF'S PARTIAL OPPOSITION TO MOTION TO EXTEND DISCOVERY
DEADLINES

Plaintiff proposes extending the discovery cutoff to December 18, 2020.

Discovery Deadline

Date

Close of Discovery	December 18, 2020
Deadline to file Motion to Amend Pleading or Add Parties	December 4, 2020
Initial Expert Disclosure	November 6, 2020
Rebuttal Expert Disclosure	December 4, 2020
Deadline to file Dispositive Motions	December 11, 2020
Deadline to file Motions in Limine	45 days before trial

AA000414

1 SCHEDULING ORDER AND ORDER SETTING CIVIL JURY TRIAL

2
3 The trial order filed June 26, 2020 [Exhibit 1] states :

4
5 "Motions for extensions of discovery shall be made to the
6 Discovery Commissioner in strict accordance with EDCR 2.35.
7 Discovery is completed on the day responses are due or the day a
8 deposition begins." [2:9-11]

9
10 EDCR 2.35 REQUIRES MOTIONS BE FILED 21 DAYS BEFORE THE
11 DISCOVERY CUT-OFF DATE

12
13 EDCR 2.35(a) states that all motionS "must .. Be filed not later than 21 days
14 before the discovery cut-off date... A request made beyond the period specified
15 above shall not be granted unless the moving party, attorney or other person
16 demonstrates that the failure to act was the result of excusable neglect."

17
18 EDCR 2.34(d) MEET AND CONFER REQUIREMENTS NOT MET

19
20
21 No attempt was made by Defendants' attorney to have "a discovery
22 conference or good faith effort to confer". "A conference requires either a
23 personal or telephone conference between or among counsel." "If a personal or
24 telephone conference was not possible, the affidavit shall set forth the reasons."

25 A discovery motion can only be filed after the conference occurs or if a
26 conference is not possible.

27 Attorney Childs is about the most easily contacted attorney in Las Vegas.

1 You can call his office literally at any time. Same with email. You might not like
2 what he has to say, but he can certainly be contacted. Heck, he responded to the
3 inquiry about the disclosures literally within minutes, providing the Odessey
4 printout. [Exhibit 2]¹ There's no explanation about why he wasn't contacted for a
5 meet and confer.

6 The discovery motion should not have been filed.
7

8
9 **EXCUSABLE NEGLECT**

10
11 The Court must determine whether Defendants demonstrated excusable
12 neglect.

13 However, we further hold that the district court erred in failing to
14 determine whether petitioner demonstrated excusable neglect under
15 EDCR 2.25 when requesting an enlargement of time to issue the
16 citations. Accordingly, we vacate the district court's order and remand
17 the matter for further proceedings. In re Estate of Black 132 Nev. 73,
18 74, 367 P.3d 416, 417 (2016)

19 Whether extending time is appropriate based on excusable
20 neglect is a factual inquiry that the district court must undertake.
21 See Moseley v. Eighth Judicial Dist. Court, 124 Nev. 654, 668, 188
22 P.3d 1136, 1146 (2008).

23
24 In this case Defendants argue that the sole basis for a finding of excusable
25

26
27 ¹

28 Attorney Childs responded to attorney Burdick's inquiry within 7 minutes, including the documents AND the Odessey confirmation.

1 neglect is that one of their attorney's website, attorney Burdick, was down,
2 apparently between August 12 and August 16, 2020 based on emails attached to
3 the motion.

4 If defense counsel knew that the expert disclosures were due August 14,
5 2020, once her website was restored, what possible explanation is there for {1} not
6 contacting other counsel to inquire what she missed, if anything and {2} not
7 realizing on September 25, 2020 that her rebuttal expert disclosure was due, and
8 inquiring before that date arrived. This is a hotly contested case wherein Plaintiff
9 has invested multiple tens of thousands of dollars in attorney fees and court costs,
10 is it reasonable to assume that Plaintiff is NOT going to obtain an expert?

11 This was the very reason the first extension in May, 2020 was sought as
12 explicitly acknowledged in Plaintiff's motion. [Motion 8:4-6]²
13

14
15 PREJUDICE TO PLAINTIFF
16

17 Defendants want to reopen discovery for another five months. After Plaintiff
18 busted it's hump to secure an expert.

19 If Defendants want to do depositions, it is unexplained why this is being
20 raised on October 15, 2020 when the discovery cutoff is October 30, 2020.

21 Also, propounding discovery on October 6, 2020 when the discovery cut-off
22 is October 30, 2020 is not excusable neglect.
23

24
25 ///

26
27 2. "There has only been one discovery extension that was requested by the Plaintiff
28 because they were having difficulty obtaining an expert witness during these
unprecedented OCVID-19 times"

1 CONCLUSION

2
3 For the reasons set forth above, Plaintiff opposes the five month proposal
4 set forth by Defendants in the Motion to Extend Discovery deadlines and submit
5 the counterproposal set forth on Page 1 hereto.
6

7
8 /s/ Benjamin B. Childs

9
10 BENJAMIN B. CHILDS, ESQ.
11 Nevada Bar No. 3946
12 Attorney for Plaintiff

13
14 Exhibits 1 Trial Order filed 6/26/2020
15 2 Email chain 10/14/2020

16 CERTIFICATE OF ELECTRONIC SERVICE

17 This PLAINTIFF'S OPPOSITION TO MOTION TO EXTEND DISCOVERY
18 DEADLINES, with exhibits, was served through the Odyssey File and Serve system on August
19 14, 2020. Electronic service is in place of service by mailing.
20

21 /s/ Benjamin B. Childs, Sr.

22
23 BENJAMIN B. CHILDS, Sr. ESQ.
24 NEVADA BAR # 3946
25
26
27
28

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

Ben Childs

Wed 10/14/2020 11:26 AM



To: Nikita Burdick <nburdick@burdicklawnv.com>

Bcc: frank miao <frankmiao@yahoo.com>



161disclosuresSupp081420wi...

205 KB

Here's the service confirmation, at least for the expert disclosure

BENJAMIN B. CHILDS, ESQ.

318 S. Maryland Parkway

Las Vegas, NV 89101

(702) 251 0000

Fax 385 1847

ben@benchilds.com

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

...

Ben Childs

Wed 10/14/2020 11:22 AM



To: Nikita Burdick <nburdick@burdicklawnv.com>

Bcc: frank miao <frankmiao@yahoo.com>



161disclosuresSupp081420wi...

19 MB



Substitutionatt061120.pdf

465 KB

2 attachments (20 MB) Download all Save all to OneDrive - benchilds.com

The Supplement was eserved on August 14. I can go get the eservice confirmation from Odessey if you want.

I filed a Substitution of Counsel with Mr. Marx on June 16, 2020.

Copies of both documents are attached.

BENJAMIN B. CHILDS, ESQ.

318 S. Maryland Parkway

Las Vegas, NV 89101

(702) 251 0000

Fax 385 1847

ben@benchilds.com

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

AA000420



Nikita Burdick <nburdick@burdicklawnv.com>
Wed 10/14/2020 11:15 AM
To: Ben Childs



Good Morning Ben,

I wanted to reach out to just you first regarding your update to the Court. First, I believe Brad Marx is counsel now. Second, we were not served with any expert disclosures. I have verified our records and I do not see any expert disclosures served. If you are referring to the correct case of WLAB v. TKNR then please advise when this was served so I can look into it further. However, my records that I have verified with Odyssey so far has not indicated any expert disclosures being served.

Thank you!

Best Regards,
Nikita Burdick, Esq.
Burdick Law, PLLC
[702-481-9207](tel:702-481-9207)
nburdick@burdicklawnv.com

The information transmitted by this email is intended only for the person or entity to which it is addressed. ***This email may contain proprietary, business-confidential and/or privileged material.*** If you are not the intended recipient of this message, be aware that any use, review, retransmission, distribution, reproduction or any action taken in reliance upon this message ***is strictly prohibited***. If you received this in error, please contact the sender at nburdick@burdicklawnv.com and delete the material from all computers and email accounts..

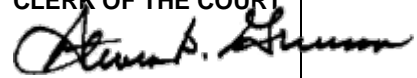


EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2



OSCJC

DISTRICT COURT
CLARK COUNTY, NEVADA

W L A B INVESTMENT, LLC,

Plaintiff,

vs.

TKNR, INC., et al.,

Defendants.

CASE NO. A-18-785917-C

DEPT. NO. XIV

NOTICE: PURSUANT TO THE STIPULATION OF THE PARTIES,
ADMINISTRATIVE ORDER 20-17, AND/OR DUE TO THE ONGOING COVID-19
PANDEMIC, THE COURT MAY HAVE ADDED ADDITIONAL TIME TO THE
BELOW DISCOVERY DATES FOR THE ABOVE-REFERENCED MATTER.

SCHEDULING ORDER AND ORDER SETTING CIVIL JURY TRIAL

NATURE OF ACTION: **Other Real Property.**

TIME REQUIRED FOR TRIAL: **5-7 Days.**

TRIAL READY DATE: **January 21, 2021.**

STATUS CHECK FOR SETTLEMENT CONFERENCE: **September 2,**

2020 on Chambers Calendar.

Counsel representing all parties and after consideration by the Discovery
Commissioner,

IT IS HEREBY ORDERED:

1. All parties shall complete discovery on or before **October 30, 2020.**
2. All parties shall file motions to amend pleadings or add parties on
or before **August 14, 2020.**
3. All parties shall make initial expert disclosures pursuant to N.R.C.P.
16.1(a)(2) on or before **August 15, 2020.**

1 4. All parties shall make rebuttal expert disclosures pursuant to
2 N.R.C.P. 16.1(a)(2) on or before **September 25, 2020.**

3 5. All parties shall file dispositive motions on or before **October 20,**
4 **2020.**

5 Certain dates from your case conference report(s) may have been
6 changed to bring them into compliance with N.R.C.P. 16.1.

7 Unless otherwise directed by the court, all pretrial disclosures pursuant to
8 N.R.C.P. 16.1(a)(3) must be made at least 30 days before trial.

9 Motions for extensions of discovery shall be made to the Discovery
10 Commissioner in strict accordance with E.D.C.R. 2.35. Discovery is completed
11 on the day responses are due or the day a deposition begins.

12 Unless otherwise ordered, all discovery disputes (except disputes
13 presented at a pre-trial conference or at trial) must first be heard by the
14 Discovery Commissioner.

15 IT IS HEREBY ORDERED THAT:

16 A. The above-entitled case is set to be tried to a jury on a **Five week**
17 **stack** to begin _____, **at 9:30 a.m.**, in Department 14, located at 200
18 Lewis Avenue, Las Vegas, Nevada in Courtroom 14C.

19 B. A Calendar Call will be held on _____, **at 9:30 a.m.**
20 Trial Counsel (and any party in proper person) must appear. Please note,
21 Department 14 does not conduct Pretrial Conferences. Parties must bring to
22 **Calendar Call** the following:

- 23
24 (1) Typed Exhibit lists, with all stipulated exhibits marked;
25 (2) Jury instructions in two groups, unopposed and opposed;
26 (3) Proposed *voir dire* questions;
(4) List of depositions;
(5) List of equipment needed for trial, including audiovisual equipment;¹

27 ¹ If counsel anticipates the need for audio visual equipment or appearance(s) during the trial, a
28 request must be submitted to the District Courts AV department following the calendar call.
Please visit <http://www.clarkcountycourts.us/> for instructions on Audio/Visual Appearance

1 (6) Courtesy copies of any legal briefs on trial issues.

2 C. **Pre-Trial Memorandum** – The Pre-Trial Memorandum must be
3 filed no later than **4:00 p.m. 10 days** prior to **Calendar Call**, with a courtesy copy
4 delivered or emailed to Department XIV. All parties (attorneys and parties in
5 proper person), **MUST** comply with **ALL REQUIREMENTS** of EDCR 2.67, 2.68
6 and 2.69. Counsel should include in the Memorandum an identification of orders
7 on all motions in limine or motions for partial summary judgment previously
8 made, a summary of any anticipated legal issues remaining, a brief summary of
9 the opinions to be offered by any witness to be called to offer opinion testimony
10 as well as any objections to the opinion testimony.

11 D. **Motions in Limine** – All motions in limine must be in writing and
12 filed no later than **8 weeks before Trial. Orders Shortening Time will not be**
13 **signed except in extreme emergencies.**

14 E. **Discovery Issues** – All discovery deadlines, deadlines for filing
15 dispositive motions, and motions to amend the pleadings or add parties are
16 controlled by the previously issued Scheduling Order.

17 F. Stipulations to continue a trial date will not be considered by the
18 Court. Pursuant to EDCR 2.35, a motion to continue trial due to any discovery
19 issues or deadlines must be made before the Discovery Commissioner.

20 **Failure of the designated trial attorney or any party appearing in**
21 **proper person to appear for any court appearances or to comply with this**
22 **Order shall result in any of the following: (1) dismissal of the action (2)**
23 **default judgment; (3) monetary sanctions; (4) vacation of trial date; and/or**
24 **any other appropriate remedy or sanction.**


25 Counsel is asked to notify the Court Recorder Sandra Anderson via
26 telephone (702) 641-4422 or email at AndersonS@clarkcountycourts.us at least
27

28 Request Instructions.

1 one month in advance if they are going to require daily copies of the transcripts
2 of this trial. Failure to do so may result in a delay in the production of the
3 transcripts.

4 Counsel must advise the Court immediately when the case settles or is
5 otherwise resolved prior to trial. A stipulation which terminates a case by
6 dismissal shall indicate whether a Scheduling Order has been filed and, if a trial
7 date has been set, the date of that trial. A copy should be provided to Chambers.

8 DATED this 26th day of June, 2020.

9
10 
11 ADRIANA ESCOBAR
12 DISTRICT COURT JUDGE

13 **CERTIFICATE OF SERVICE**

14 I hereby certify that on or about the date signed, a copy of this Order was
15 electronically served to all registered parties in the Eighth Judicial District Court
16 Electronically Filing Program.

17
18
19 /s/ Diana D. Powell
20 Diana D. Powell, Judicial Assistant
21
22
23
24
25
26
27
28